



City of Bartlett
A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, DECEMBER 9, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Scott Greer, New Hope Christian Church

FUTURE MEETINGS

Historic Preservation Commission, December 15 at 7 p.m.

Family Assistance Commission, January 5 at 6 p.m.

Planning Commission, January 5 at 7 p.m.

Bartlett Station Commission, January 7 at 7:30 a.m.

City Beautiful Commission, January 8 at 7 p.m.

Parks and Recreation Advisory Board, January 8 at 7 p.m.

RECOGNITIONS

The Mayor and Aldermen recognized Boy Scout Troop 261, Cub Scout Pack 261, and one scout from Pack 255.

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

MINUTES ACCEPTANCE

Minutes of the November 25, 2014 Board of Mayor and Aldermen Regular Meeting

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

CONSENT AGENDA

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

- 1 Bid for Kirby-Whitten Parkway Resurfacing Project. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Lehman-Roberts Company in the amount of \$1,504,241.50, plus a contingency amount of \$100,000.00 for a total cost of \$1,604,241.50. Funds are available in Account 311.48311.780.4465.
- 2 Bid for Kirby-Whitten Resurfacing Asphalt and Concrete Testing Project. (Rick McClanahan, Director of Engineering)**
Recommend accepting the lowest bid from Professional Service Industries, Inc. (PSI) in the amount of \$37,872.11, plus a contingency amount of \$20,000.00, for a total cost of \$57,872.11. Funds are available in Account 311.48311.780.4465.
- 3 Purchase of Property for Fletcher Creek Greenway Bike & Pedestrian Trail. (Rick McClanahan, Director of Engineering)**
Request approval to purchase right-of-way for Fletcher Creek trail from ION Media Networks for a total cost of \$25,037. The City's portion will be \$5,007. Funds are available in Account 311.48311.770.451.
- 4 Replace Well 2 at Water Treatment Plant #4. (Rick McClanahan, Director of Engineering)**
Recommend approval to allow Layne Christensen Company to replace Well 2 at Water Treatment Plant #4 at a total cost of \$60,096.00. This is a sole source provider. Funds are available in Account 510.51200.262.
- 5 Purchase ammunition for police. (Gary Rikard, Chief of Police)**
Request approval to purchase ammunition from Gulf States Distributors at a total cost of \$44,536.00. The State of Tennessee has a bid contract with Gulf States. Funds are available in Accounts 110.42100.158 and 129.48129.156.

NEW BUSINESS

There is no new business.

OPEN DISCUSSION

Rick McClanahan, Director of Engineering, said the CSX Railroad will be working on the St. Elmo crossing west of Oak Road beginning Monday, December 15. The road will be closed to through traffic while the work is being completed.

Joe Ozegovich, 6851 Forrest Circle, would like to see more bike lines in Bartlett, especially if they connected to the Shelby County Greenline. Mr. Ozegovich also hopes the City can attract a new grocery store for the Kirby-Whitten shopping center.

ADJOURNMENT

Meeting adjourned at 7:14 PM

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

A. Keith McDonald
Mayor



City of Bartlett

A. Keith McDonald, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING MINUTES

TUESDAY, NOVEMBER 25, 2014 - BARTLETT CITY HALL - 7:00 PM

CALL TO ORDER

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

INVOCATION

Opening Prayer by Alderman Jack Young

FUTURE MEETINGS

Family Assistance Commission, December 1 at 7 p.m.

Planning Commission, December 1 at 7 p.m.

Bartlett Station Commission, December 3 at 7:30 a.m.

City Beautiful Commission, December 4 at 7 p.m.

Bartlett Historical Society, December 8 at 7 p.m.

RECOGNITIONS

Presentation from iCan Bike camp

Ben Halverson presented Mayor McDonald with a plaque in gratitude for allowing the iCan Bike camp to use the Bartlett Station Municipal Station Municipal during their week-long camp this summer.

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

MINUTES ACCEPTANCE

Minutes of the October 28, 2014 Board of Mayor and Aldermen Regular Meeting

Minutes Acceptance: Minutes of Nov 25, 2014 7:00 PM (MINUTES ACCEPTANCE)

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

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.

- I. Resolution 30-14, a Resolution Approving a Special Use Permit for a Nursing Home/Assisted Living Facility to be expanded and located adjacent to the existing facility on the East Side of Charles Bryan Rd in the Bartlett Oaks Office Park Subdivision between Summer Oaks and Charles Bryan Road.

COMMENTS - Current Meeting:

In favor:

George Munchow, 3744 Westridge Cove, spoke in favor of Ave Maria's expansion. He is proud that Ave Maria is moving forward with the Greenhouse concept of a residential facility with medical support to allow elderly people to live in a home-like setting.

Donald Syriac, 2622 Altruria, also voiced his support of the expansion and the construction of greenhouses.

June Kendall, 2580 Altruria, is in favor of the expansion because she is on the waiting list for a place at Ave Maria.

In opposition:

Dr. Richard Vansickle, 2835 Summer Oaks, welcomes the Ave Maria expansion, but is concerned about the proposed drive connecting the newly expanded section with Summer Oaks. Dr. Vansickle believes this drive will inconvenience his patients, and that the proposed detention basin will decrease his property value.

Dr. Vansickle also asked that since the adjacent property is being developed his driveway be widened from 12-feet to 24-feet as agreed upon when his practice was constructed.

Dr. Stephen Taylor, 2835 Summer Oaks, also noted that his is not opposed to the expansion, but is worried about an increase in traffic on Summer Oaks. Dr. Taylor also echoed Dr. Vansickle's desire to have the practice's curb cut expanded to 24-feet wide.

Rick Faith, 6638 Summer Oaks Circle, believes Ave Maria's expansion is necessary, but it should consider expanding in an area that will not encroach on neighboring property owners. Mr. Faith thinks the proposed drive will increase traffic, and that the change in zoning from commercial to residential will reduce his property's value. He would like the connector drive to be eliminated.

Clark Washington, 3710 Autry Cove, does not oppose the expansion, but the proposed drive between Ave Maria's property and Summer Oaks. Mr. Washington's law practice is located on Summer Oaks. He said the street's traffic will only increase, and it is already heavy. He would

like the connector drive to be eliminated.

Mayor McDonald read a letter from Eugene Douglas, whose law office is located at 2820 Summer Oaks. Mr. Douglas objects to the proposed drive because it will create safety and welfare concerns for property owners and drivers on Summer Oaks.

Adjourned at 7:31 p.m.

RESULT:	CLOSED
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2. Ordinance 14-09, an Ordinance to Rezone from O-C to RS-18 Property on the East Side of Charles Bryan Road.

COMMENTS - Current Meeting:

No one spoke in favor or in opposition of Ordinance 14-09.

Adjourned at 7:34 p.m.

RESULT:	CLOSED
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UNFINISHED BUSINESS

- I Resolution 30-14, a Resolution Approving a Special Use Permit for a Nursing Home/Assisted Living Facility to be expanded and located adjacent to the existing facility on the East Side of Charles Bryan Rd in the Bartlett Oaks Office Park Subdivision between Summer Oaks and Charles Bryan Road. (Terry Emerick, Director of Planning and Economic Development)**

Mr. Emerick explained that a special use permit is required for Ave Maria's expansion. The concept plan shows both parcels, one on the west and one on the east side of Charles Bryan, will have residential greenhouses. The larger parcel will contain an office space and adult daycare.

Area neighbors expressed concerns during the October Planning Commission meeting. The Planning Commission recommended the Board approve Ave Maria's special use permit.

Steve Landwehr, an architect with Fleming Architects, noted that the request to change the zoning from commercial to residential is necessary because the City only allows assisted living facilities in residential areas. Mr. Landwehr explained that the connector drive to Summer Oaks Drive addresses the ingress/egress concerns of the Fire Marshal.

The plan tries to save as many trees as possible, and proposes construction traffic stay off of Charles Bryan Road.

In response to the public hearing comments

Alderman Young moved to amend Resolution 30-14, to delete road access off Summer Oaks Drive.

Alderman Elliott seconded the motion.

Fire Marshal Howard McNatt said as long as the development has two accessible drives for fire trucks, and then he would be fine deleting the access from Summer Oaks.

Rick McClanahan, Director of Engineering, said the dentists' request of widening their property's curb cut from 12 to 24-feet is logical, and stated on the property's deed that upon development of the adjacent property, the drive

would be widened. Ave Maria would pay for the widening, but this drive would not connect to its property on Charles Bryan Road.

Alderman Pleasant asked about conditions on the detention basin, and Mr. Emerick noted landscaping for the basin will be addressed in the site plan.

RESULT:	APPROVED AS AMENDED [4 TO 0]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Emily Elliott, Alderman
AYES:	Elliott, Simmons, Young, Sedgwick
ABSTAIN:	Pleasant, Parsons

2 Third Reading of Ordinance 14-09, an Ordinance to Rezone from O-C to RS-18 Property on the East Side of Charles Bryan Road. (Terry Emerick, Director of Planning and Economic Development)

Mike Davis with Reeves firm, 6800 Poplar, noted that the rezoning is requested so the special use permit can be applied for.

Alderman Parsons asked if this would be the only parcel on Summer Oaks Drive to be zoned residential. Mr. Emerick stated that it would be.

Alderman Parsons said he believes the property was originally zoned commercial to avoid projects like this. He wants to protect the Summer Oaks's business owners and their investments.

Alderman Elliott pointed out that Ave Maria is a medical business, not single-family houses. She added that the property will be well maintained, just as Ave Maria maintains its current properties.

Alderman Parsons said substantial reason went into the zoning ordinances.

Alderman Young said he didn't hear any objections to Ave Maria's expansion, just the connector drive.

Alderman Simmons echoed that the neighbors and business owners seem more concerned about the drive than the expansion.

RESULT:	APPROVED ON THIRD AND FINAL RE [4 TO 1]
MOVER:	Jack Young, Vice Mayor
SECONDER:	Paula Sedgwick, Alderman
AYES:	Elliott, Simmons, Young, Sedgwick
NAYS:	Pleasant
ABSTAIN:	Parsons

CONSENT AGENDA

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

1 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.

2 Purchase six radar units for police vehicles. (Gary Rikard, Chief of Police)

Request authorization to purchase six Stalker dual radar units from Applied Concepts, Inc. At a total cost of \$10,170.00. This purchase would be from a State bid contract. Funds are available in Account 311.48311.785.20315.

3 Purchase six in-car video cameras for police vehicles. (Gary Rikard, Chief of Police)

Request authorization to purchase six Watchguard in-car video cameras from Watchguard at a total cost of \$30,570.00. Watchguard is a sole-source provider. Funds are available in Account 311.48311.785.20315.

4 Bid for police vehicle radio equipment. (Gary Rikard, Chief of Police)

Recommend accepting the sole bid from ComServ at a cost of \$4631.00 per unit, with a total cost of \$27,786.00. Funds are available in Account 311.48311.785.20315.

5 Bid for one 2015 Ford Explorer XLT. (David Thompson, Director of Parks and Recreation)

Recommend accepting lowest bid from Country Ford at a cost of \$27,163.81. Funds are available in account 110.44000.935

Alderman Pleasant asked for this item to be discussed separately. He asked who will be driving this vehicle. David Thompson, Director of Parks and Recreation, explained that this is a replacement vehicle for him. His vehicle was totaled when a tree fell on it recently.

6 Bid for one 2015 F350 XL with Crew Cab and an 8 ft bed. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Golden Circle Ford at a cost of \$33,791.00. Funds are available in account 311.48311.785.30715.

7 Bid for one 2015 Kubota Zero Turn Mower. (Bill Yearwood, Director of Public Works)

Recommend accepting the lowest bid from Wooten Tractor at a cost of \$13,108.00. Funds are available in account 311.48311.785.30715.

8 Treasurer's Report for October 2014. (Dick Phebus, Director of Finance)

9 Planning Commission Report for November 2014. (Terry Emerick, Director of Planning and Economic Development)

NEW BUSINESS

I Resolution 36-14, a resolution to request unclaimed balance of accounts remitted to the state treasurer under unclaimed property act. (Dick Phebus, Director of Finance)

Mr. Phebus stated that this resolution will add \$5,840 to the City's funds.

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

2 **Appoint Shan Criswell as the Assistant Director of Parks and Recreation. (A. McDonald, Mayor)**

Mayor McDonald noted that this Fiscal Year's budget has funding in it for this position. There are some new Parks' projects planned, including improvements to W.J. Freeman Park and construction of a sprinkler park, that the Administration wanted an assistant director for.

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

OPEN DISCUSSION

Debbie Morrison, Director of Community Relations, announced that Singleton Community Center's Christmas tree lighting will be December 5. The City's Christmas Parade will be December 6. The grand marshals are State Representatives Ron Lollar and Jim Coley, and State Senator Mark Norris.

Rick Faith, 6444 Northampton, continued to voice his opposition for the rezoning of property on Summer Oaks Drive.

ADJOURNMENT

Meeting adjourned at 8:16 PM

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

A. Keith McDonald
Mayor

Minutes Acceptance: Minutes of Nov 25, 2014 7:00 PM (MINUTES ACCEPTANCE)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 12/09/14 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Kirby-Whitten Parkway Resurfacing Project.

The Surface Transportation Program (STP) Kirby Whitten Parkway Resurfacing Project was advertised in *The Commercial Appeal* and the *Tri-State Defender* on October 9, 2014. The contractors that picked up Bid Documents are as follows:

Lehman-Roberts
APAC Tennessee
Standard Construction
Mark Weeks Concrete

On Wednesday, November 5, 2014 we received 3 bids for the construction of the **STP Kirby Whitten Parkway Resurfacing Project**. The apparent low bidder Lehman-Roberts Company, submitted a Total Base Bid of **\$1,504,241.50**. Based on the bid prices submitted, I recommend awarding this bid based on the Base Bid Price. The bids were submitted to TDOT for concurrence and they have agreed with the awarding of this STP project to Lehman-Roberts. The bids received have been reviewed by the Consultant/Contract review committee and they concluded that Lehman-Roberts has submitted the lowest and best bid and recommend the City of Bartlett award this contract to Lehman-Roberts in the **base bid** amount of **\$1,504,241.50** Plus an additional amount of **\$100,000.00** For items that may need to be added during construction for a total not to exceed **\$1,640,241.50**. Lehman-Roberts has performed work for the City of Bartlett on other projects. Funding is available in **Account 311.48311.780.4465, Kirby Whitten Paving**.

Bidder	Total Base Bid
Lehman-Roberts Company	\$1,504,241.50
Standard Construction Company	\$1,511,675.60
APAC Tennessee	\$1,670,039.00

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

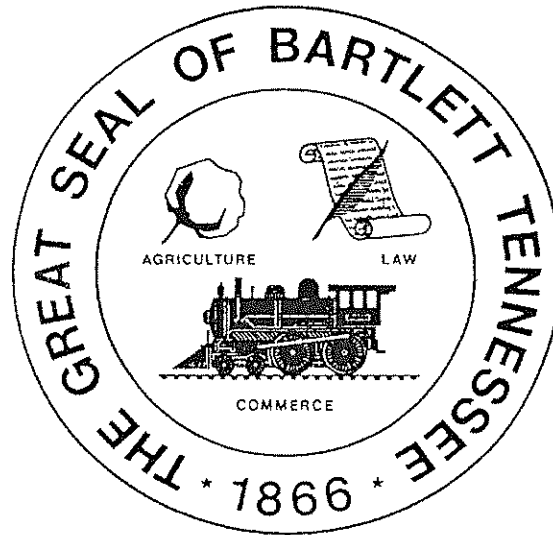
RESULT: **APPROVED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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

Item	Description	Unit	QTY	Lehman Roberts		Standard		APAC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
202-03	Removal of rigid pavement, sidewalks, etc.	SY	3,200	\$11.00	\$35,200.00	\$11.50	\$36,800.00	\$30.00	\$96,000.00
202-03.01	Removal of asphalt pavement	SY	1,250	\$16.40	\$20,500.00	\$16.50	\$20,625.00	\$17.00	\$21,250.00
202-08.15	Removal of curb and gutter (6-30)	LF	1,500	\$5.20	\$7,800.00	\$5.25	\$7,875.00	\$4.20	\$6,300.00
303-02	Mineral aggregate, type B base, Grading C	TON	1,200	\$17.00	\$20,400.00	\$15.25	\$18,300.00	\$40.00	\$48,000.00
307-01.08	ACM (PG64-22) Grading B-M2	TON	550	\$105.00	\$57,750.00	\$82.60	\$45,430.00	\$96.00	\$52,800.00
403-01	Bituminous material for tack coat (TC)	TON	65	\$700.00	\$45,500.00	\$800.00	\$52,000.00	\$700.00	\$45,500.00
411-02.10	ACS Mix (PG70-22) Grading D	TON	8,800	\$90.00	\$792,000.00	\$91.55	\$805,640.00	\$93.00	\$818,400.00
415-01.01	Cold Planing bituminous pavement	TON	3,750	\$22.50	\$84,375.00	\$17.50	\$65,625.00	\$15.00	\$56,250.00
611-01.20	Adjustment of existing manhole	EACH	27	\$75.00	\$2,025.00	\$90.00	\$2,430.00	\$114.00	\$3,078.00
611-01.23	Adjustment of existing water and gas valve	EACH	14	\$45.00	\$630.00	\$90.00	\$1,260.00	\$73.00	\$1,022.00
701-01.01	Concrete sidewalk (4")	SF	25,500	\$3.60	\$91,800.00	\$3.70	\$94,350.00	\$5.00	\$127,500.00
701-02	Concrete Driveway	SF	300	\$10.00	\$3,000.00	\$9.90	\$2,970.00	\$10.00	\$3,000.00
701-02.01	Concrete handicap Ramp (retrofit)	SF	3,600	\$10.50	\$37,800.00	\$10.50	\$37,800.00	\$23.00	\$82,800.00
702-03	Concrete combined curb & Gutter (6-30)	CY	90	\$400.00	\$36,000.00	\$400.00	\$36,000.00	\$340.00	\$30,600.00
712-01	Traffic Control	LS	1	\$25,000.00	\$25,000.00	\$16,000.00	\$16,000.00	\$30,000.00	\$30,000.00
712-04.01	Flexible Drums	EACH	200	\$28.00	\$5,600.00	\$29.40	\$5,880.00	\$30.00	\$6,000.00
712-06	Signs (Construction)	SF	310	\$7.25	\$2,247.50	\$7.60	\$2,356.00	\$8.00	\$2,480.00
712-08.03	Arrow Board (Type C)	EACH	2	\$1,200.00	\$2,400.00	\$1,260.00	\$2,520.00	\$1,300.00	\$2,600.00
713-11.01	"U" Section Steel Posts	LB	1,000	\$0.01	\$10.00	\$2.10	\$2,100.00	\$1.00	\$1,000.00
716-02.03	Plastic pavement marking (cross-walk)	LF	2,300	\$10.00	\$23,000.00	\$9.95	\$22,885.00	\$10.00	\$23,000.00
716-02.04	Plastic pavement marking (channelization striping)	SY	300	\$19.50	\$5,850.00	\$19.85	\$5,955.00	\$20.00	\$6,000.00
716-02.05	Plastic pavement marking (Stop line)	LF	1,200	\$13.00	\$15,600.00	\$13.10	\$15,720.00	\$13.00	\$15,600.00
716-02.06	Plastic pavement marking (turn lane arrow)	EACH	36	\$180.00	\$6,480.00	\$183.50	\$6,606.00	\$185.00	\$6,660.00
716-03.01	Plastic Word Pavement Marking (ONLY)	EACH	4	\$200.00	\$800.00	\$193.50	\$774.00	\$195.00	\$780.00
716-04.05	Plastic Pavement Marking (Straight Arrow)	EACH	1	\$200.00	\$200.00	\$168.50	\$168.50	\$168.00	\$168.00
716-05.01	Painted Pavement Marking (4" LINE)	L.M.	23	\$1,000.00	\$23,000.00	\$1,035.00	\$23,805.00	\$1,100.00	\$25,300.00
716-05.03	Painted Pavement Marking (Cross-walk)	L.F.	4,600	\$6.20	\$28,520.00	\$6.30	\$28,980.00	\$6.30	\$28,980.00
716-05.04	Painted pavement marking (channelization striping)	SY	600	\$11.50	\$6,900.00	\$11.55	\$6,930.00	\$11.55	\$6,930.00
716-05.05	Painted Pavement Marking (Stop Line)	L.F.	2,400	\$8.50	\$20,400.00	\$8.40	\$20,160.00	\$8.40	\$20,160.00
716-05.06	Painted Pavement marking (Turn Lane Arrow)	EACH	72	\$81.00	\$5,832.00	\$84.00	\$6,048.00	\$84.00	\$6,048.00
716-05.11	Painted Pavement Marking (Straight Arrow)	EACH	2	\$76.00	\$152.00	\$80.00	\$160.00	\$79.00	\$158.00
716-10.30	Truncated Dome Detectible Warning Mat	SF	224	\$30.00	\$6,720.00	\$29.40	\$6,585.60	\$70.00	\$15,680.00
716-12.01	Plastic Pavement Marking (4" line)	LM	12	\$3,750.00	\$45,000.00	\$3,875.00	\$46,500.00	\$4,000.00	\$48,000.00
717-01	Mobilization	LS	1	\$20,000.00	\$20,000.00	\$38,000.00	\$38,000.00	\$6,300.00	\$6,300.00
730-14.02	Saw Slot	LF	2,750	\$7.00	\$19,250.00	\$7.25	\$19,937.50	\$7.10	\$19,525.00
730-14.03	Loop Wire	LF	4,200	\$1.50	\$6,300.00	\$1.50	\$6,300.00	\$1.40	\$5,880.00
803-01	New Sod	SY	40	\$5.00	\$200.00	\$5.00	\$200.00	\$7.25	\$290.00
Total Bid Price					\$1,504,241.50		\$1,511,675.60		\$1,670,039.00



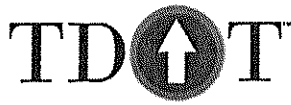
STP RESURFACING PROJECT CITY OF BARTLETT

KIRBY WHITTEN PARKWAY RESURFACING PROJECT
FROM: SOUTH CITY LIMITS
TO: ST ELMO ROAD
FEDERAL PROJECT NO. STP-M-5131(10)
STATE PROJECT NO. 79LPLM-F3-325
PIN NO. 119685.00

**CITY OF BARTLETT
DEPARTMENT OF ENGINEERING**

ENGINEER: City of Bartlett

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)



PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

Contract No. 130225

PIN: 119685.00
County: Shelby
Federal Project No.: STP-M-5131(10)
State Project No.: 79LPLM-F3-325
Local Agency Reference No.: 125012901
Description Of Project: Kirby Whitten Parkway Resurfacing Project from South Bartlett City Limits to St. Elmo Road. Includes curb, gutter, sidewalk, handicap ramps, milling, paving and striping.
Project Length: 1.2 miles
Completion Time: On or Before 240 days after the Notice to Proceed date

AT AN ESTIMATED COST OF \$ _____

By: _____
City, _____
St.: _____
Surety: _____

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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Supplemental Specification to Section 400	12/9/2013
Supplemental Specification to Section 500	12/13/2010
Supplemental Specification to Section 600	4/7/2014
Supplemental Specification to Section 700	6/12/2013
Supplemental Specification to Section 800	9/10/2014
Supplemental Specification to Section 900	6/12/2013

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

Special Provisions.....	Special Provision Number, Regarding:	<u>Date</u>
Unbalanced Bids.....	102B	3/1/2006
Employing and Contracting with Illegal Immigrants.....	102I	2/5/2007
Buy American Requirements.....	106A	6/20/2011
Water Quality & Storm Water Permits.....	107FP	2/13/2012
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Bituminous Plant Mix Materials Transfer Device.....	407G	3/1/2006
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ATTENTION

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

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

CITY OF BARTLETT
INSTRUCTIONS TO BIDDERS
BIDS TO BE RECEIVED

11/5/2014

Sealed bids for the construction of the following projects will be received by the **CITY of BARTLETT, 6400 STAGE ROAD** until **2:00 PM 11/5/2014** and opened publicly at **6400 STAGE ROAD, 2:00 PM 11/5/2014**. 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 Contract Proposal will be considered binding. Any reference to any Special Provision not contained within the applicable Contract Proposal shall be disregarded. All questions related to the Contract Proposal, Plans, Specifications or Special Provisions shall be directed to the **City of Bartlett Engineering Department, Becky Bailey (901-385-6499, bbailey@cityofbartlett.org)**. Information received from other offices of the **CITY** strictly advisory.

IMPORTANT NOTICE TO BIDDERS:

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

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

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

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

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

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

The awarding of the contract or rejection of all proposals will be made within 30 days after the formal opening of the proposals. Upon award, a detailed letter of instructions will be forwarded along with appropriate documents to the low bidder.

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

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

PREQUALIFICATION OF BIDDERS:

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

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

**The prequalification form can be found at the web address
<http://www.tdot.state.tn.us/construction>**

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

PROPOSAL BOND

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

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

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

ISSUANCE OF BIDDING DOCUMENTS

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

A charge of **[\$100.00]** plus **[9.75%]** 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 **[\$5.00]** per sheet. Individual Plan sheets and individual Standard Drawings will be furnished at **[\$3.00]** per sheet. Tabulations of bids will be furnished at **no cost** 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. Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, dated March 1, 2006, 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**. This request shall be signed by an authorized signatory of each firm.

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

REJECTION OF PROPOSALS

Proposals will be rejected as irregular if prior to the formal opening of the Proposal all of the following documents have not been signed: (1) the bidder shall sign by written signature the Proposal form, (2) the bidder shall sign by written signature the Proposal Certification form, (3) the bidder shall sign by written signature the Proposal Bond form or the Proposal Guarantee, whichever is applicable, (4) the Agent or Attorney-in-Fact representing a Surety Company shall sign by written signature the Proposal Bond, if applicable. In addition, Proposals will be rejected if any of the above signatures are a reproduced copy, such as, but not limited to a photostatic copy or a facsimile transmission. An original, dated and valid Power of Attorney for the Attorney-in-Fact must accompany the Proposal and the Contract. The accompanying Power of Attorney must be dated, and the date must be the exact same date as the date on the Proposal Bond. The Proposal and the Proposal Bond, including the attached Power of Attorney, shall be valid and binding for 60 days subsequent to the date of opening bids.

Proposals shall be completed on the forms as issued. Please review a part of Subsection 102.02 of the Tennessee Department of Transportation Standard Specifications stating: "All of the documents that are bound therein are part of the Proposal and shall not be detached." Proposals shall not be taken apart. Proposals taken apart may be subject to rejection. Also, please review a part of Subsection 102.09 of the Tennessee Department of Transportation Standard Specifications stating: "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 shall be completed on the forms as issued. Photostatic or facsimile copies of Proposal sheets may not be attached to the Proposal. Proposals containing forms not issued by the **CITY** may be subject to rejection.

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 Federal/State/STP contracts, the **CITY** will not hold retainage. In addition, the Contractor will not be able to hold retainage from the subcontractor.

SUBCONTRACTS

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

CHANGED CONDITIONS

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

Rick McClanahan, City of Bartlett
Director Engineering and Utilities

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.

SP102BSP102B

Sheet 1 of 1

STATEOFTENNESSEE

March 1, 2006

SPECIAL PROVISIONREGARDINGUNBALANCED BIDS

The Department will review all unit prices submitted by the apparently lowest responsible bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Engineer.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Department, the right is reserved to reject such bid at the discretion of the Department or to award the Contract and limit progress payments on units of work performed on any excessively priced items to costs that are satisfactorily documented by the Contractor plus 20 percent, until 85 percent of the Contract has been completed. Upon completion of 85 percent of the Contract, the Contractor will be reimbursed in accordance with **Subsection 109.06** of the Standard Specifications for the accepted quantities of work performed on the excessively priced items.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

SP102ISP102I

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STATEOFTENNESSEE

October 1, 2006

REV: February 5, 2007

SPECIAL PROVISIONREGARDINGEMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

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

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the "Attestation form" provided by the Department, semi-annually during the period of this Contract.
2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract.
3. The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form I-9, *Employment Eligibility Verification*, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

SP102ISP102I

Page 2 of 2

4. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this contract.

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

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

SP106ASP106A

Sheet 1 of 1

STATEOFTENNESSEE

(Rev. 6-19-95)

March 1, 2006

(Rev. 6-1-04)

(Rev. 06-20-2011)

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 not meeting the requirements of this Special Provision is used, the contractor

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

SP106ASP106A

Sheet 2 of 1

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.

SP107FPSP107FP

Sheet 1 of 4

STATEOFTENNESSEE

Rev. 04-03-2006

Rev. 11-22-2011

Rev. 02-13-2012

March 1, 2006

SPECIAL PROVISIONREGARDINGWATER QUALITY AND STORM WATER PERMITSScope

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.

SP107FPSP107FP

Sheet 2 of 4

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*"

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

SP107FPSP107FP

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**.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

SP107FPSP107FP
Sheet 4 of 4

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 March 1, 2006**, 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**.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

SP108BSP108B

Sheet 1 of 1

STATEOFTENNESSEE

June 24, 2014
Project No.: STP-M-5131(10)
79LPLM-F3-325
City Of Bartlett
County: Shelby

SPECIAL PROVISIONREGARDINGPROJECT COMPLETION AND LIQUIDATED DAMAGES

This project shall be completed in its entirety on or before 240 calendar days after the Notice To Proceed.

All lane closures must be approved in advance by the Engineer. A minimum of seven days notice must be provided in advance of any closure. Lane closures will be permitted from 8:00 PM to 6:00 AM. No lane closures will be allowed during Special Events, Holidays or Holiday weekends in accordance with the plans and specifications.

For each hour or portion thereof, which any traffic lane remains closed in conflict with the restricted periods, the sum of \$1,000 per hour per lane shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

No partial payments, including payment for stockpile materials, shall be made before work begins.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

SP407GSP407G

Sheet 1 of 1

STATEOFTENNESSEE

March 1, 2006

(Rev. 2-10-97) GAN

SPECIAL PROVISIONREGARDINGBITUMINOUS PLANT MIX MATERIALS TRANSFER DEVICE (MTD)

A Material Transfer Device (MTD) capable of unloading a truck or trailer load of hot mix asphalt without moving the truck shall be utilized when placing all asphalt mixes, including shoulder mixes, with the exception that it shall not be required when placing "CS" Mix. The MTD shall have a minimum storage capacity of 13.6 metric tons(15 tons.) It shall be equipped with mixing augers in the bottom of the storage hopper, capable of remixing or reblending the material as the material is removed from the storage hopper. Mixing augers shall be operational and utilized at all times during placement of the asphalt mixes. The MTD will have a rear discharge conveyor that swivels a minimum of 150° to allow feeding the paving machine from the front, side or rear.

The paver being fed by the MTD shall have a stationary surge hopper inserted into the paving hopper. The stationary surge hopper shall be considered as part of the MTD and shall have sloping sides (minimum of 60° from horizontal) and a minimum storage capacity of 13.6 metric tons(15 tons).

No direct payment will be made for the MTD and all cost of furnishing and/or operation of this equipment will be included in other items.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

SP1230SP1230

Sheet 1 of 6

STATEOFTENNESSEE

March 1, 2006

SPECIAL PROVISIONREGARDINGEQUAL EMPLOYMENT OPPORTUNITY

Reference:

Federal-Aid Highway Program Manual

Transmittal 147, June 26, 1975

Replaces FHWA Order Interim 7-2(1)

Specific Equal Employment Opportunity Responsibilities**GENERAL**

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

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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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.
 - (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.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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- (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.

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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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STATEOFTENNESSEE

March 1, 2006

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 identifiable 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.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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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 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.

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- (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.
- 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

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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.
- 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

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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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STATEOFTENNESSEE

Revised 10-19-2012

March 1, 2006

SPECIAL PROVISIONREGARDINGNOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTIONTO 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 through- out 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

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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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.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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TENNESSEE(Rev. 06-01-03)
(Rev. 06-23-08)
(Rev. 11-10-08)

March 1, 2006

SPECIAL PROVISIONREGARDINGDISADVANTAGED 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.

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STATEOFTENNESSEE

(Rev. 12-01-06)

March 1, 2006

(Rev. 11-10-08)

(Rev. 9-17-11)

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 1.6 percent of the work to be performed by 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 part 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 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, and 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 a "Statement of DBE Commitments" which must be approved by the Department 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 Department's Civil Rights Office - Small Business Development Program (CRO - SBDP) for any DBE use of 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.

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- 6. Brokers and Packagers** - Brokers and packagers will not be regarded as regular dealers within the meaning of this section. Only the cost of the service performed 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 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.

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7. **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.
8. **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' 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.

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. 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 type of work items on the contract for which the DBE will be used.
- c. The "Amount to DBE" which has been committed to each DBE firm which will be used on the contract.

The completed 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 C.3. below, within three (3) business days of the Letting may cause the bid to be rejected as irregular. Only certified DBE firms may

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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 being counted toward the goal.

3. 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 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.
 - 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.

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- 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 Project Supervisor and the CRO - SBDP Director. No progress estimate shall be processed until this information is received.

4. 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.

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D. Construction Period Requirements.

1. After adequate notice by the Contractor, if any DBE is unable to perform work committed toward the goal, the DBE shall provide to the CRO - SBDP a signed statement saying why they are unable to complete the work. The Contractor shall document their efforts to have another DBE perform the item or to have a DBE perform other items to replace the original DBE commitment amounts. In the event the Contractor is not able to find replacement DBE work, the Contractor must provide the CRO - SBDP documentation clearly evidencing good faith efforts, as detailed in C.3. above. Any request for substitution of a DBE subcontractor shall be made to the Department and approved by the CRO - SBDP.
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 monthly payment certification to the Department entitled "Prompt Payment Certification Form." The Department shall provide Contractor with the Prompt Payment Certification Form. An officer of the contractor shall sign the Prompt Payment Certification Form. 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 Contractor has reason to believe the DBE is not performing a commercially useful function, and if so, why and what steps 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 Engineer 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 suspension of bidder qualifications.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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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 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 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 Part 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 Contractor is the low bidder on a DBE goal project, require that Contractor shall achieve a DBE participation that is twice the stated goals.
 - 3) For the Contractor's failure to find another DBE subcontractor to substitute for 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.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SP1320SP1320

Sheet 1 of 1

STATEOFTENNESSEE

March 1, 2006

(Rev. 12-15-11)

(Rev. 01-11-12)

(Rev. 01-09-13)

(Rev. 01-03-14)

SPECIAL PROVISIONREGARDINGTENNESSEE DEPARTMENT OF TRANSPORTATION2014 MINIMUM WAGE SCALES FOR FEDERAL-AID CONSTRUCTION& 2014 MINIMUM WAGE SCALES FOR STATE FUNDED CONSTRUCTION

This Contract contains "Tennessee Department of Transportation 2014 Minimum Wage Scales for State Funded Construction", Tennessee Department of Labor Decision No. T-40056, dated January 1, 2014, and Tennessee Department of Transportation 2014 Minimum Wage Scales for Federal-Aid Highway Construction, U. S. Department of Labor Decision No. TN140002 (dated January 3, 2014).

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: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

(Rev. 01-03-14)

STATEOFTENNESSEETENNESSEE DEPARTMENT OF TRANSPORTATIONMINIMUM WAGE SCALES FOR FEDERAL AID HIGHWAY CONSTRUCTION

General Decision Number: TN140002 01/03/2014 TN2

Superseded General Decision Number: TN20130002

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

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

Modification Number	Publication Date
0	01/03/2014

SUTN2010-002 05/06/2010

	Rates	Fringes
BRICKLAYER.....	\$ 16.62	
CARPENTER.....	\$ 16.10	
CEMENT MASON/CONCRETE FINISHER...	\$ 13.91	
ELECTRICIAN.....	\$ 21.62	
IRONWORKER		
Reinforcing.....	\$ 15.90	
Structural.....	\$ 17.15	

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

LABORER

Common/Unskilled.....\$ 11.50

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.....\$ 13.34

OPERATOR: Power Equipment

Drill Operator (Caisson)....\$ 18.43

Farm Tractor Operator
 (Power Broom).....\$ 12.58

Group 1

Backhoe/Hydraulic
 Excavator (3/4 yd &
 over), Crane, End Loader
 (3 yd & over), Motor
 Patrol (rough), Tractor
 (crawler/ utility),
 Scraper, Shovel,
 Trenching Machine.....\$ 17.14

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),
 Scraper, Shovel, or
 Trenching Machine.....\$ 15.26

Group 3

Asphalt Paver, Concrete
 Finishing Machine,
 Concrete Paver, Scale,
 Spreader (self-
 propelled), Concrete
 Grinder, Asphalt Milling
 Machine, Boring Machine
 (horizontal).....\$ 15.75

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....\$ 14.19
 Heavy Duty Mechanic.....\$ 18.04
 Light Duty Mechanic.....\$ 16.27
 Sweeping Machine (Vacuum)
 Operator.....\$ 13.39

 Painter & Sandblaster.....\$ 21.54

 Powder Person.....\$ 17.79

 Traffic Controller.....\$ 16.98

 TRUCK DRIVER
 2 axles.....\$ 13.02
 3-4 axles.....\$ 12.91
 5 or more axles.....\$ 15.24
 Heavy Duty Off Road.....\$ 12.98

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

STATEOFTENNESSEETENNESSEE DEPARTMENT OF TRANSPORTATION2014 MINIMUM WAGE SCALES FOR STATE FUNDED CONSTRUCTION

January 1, 2014

Tenn. DOL Decision No. T-40056

CLASSIFICATION (ENGLISH)	CLASSIFICATION (SPANISH)	Basic Hourly Rates	Craft No.
Bricklayer	Ladrillero	21.99	01
Carpenter / Leadsperson	Carpintero o Lider	16.85	02
Class "A" Operators	Operador Clase A	18.62	03
Class "B" Operators	Operador Clase B	16.51	04
Class "C" Operators	Operador Clase C	17.10	05
Class "D" Operators	Operador Clase D	16.02	06
Concrete Finisher	Terminador de Cemento	15.22	07
Drill Operator (Caisson)	Operador de Perfordora	25.04	08
Electrician	Electricista	24.69	09
Farm Tractor Operator (Power Broom)	Operador de Tractor de Rancho	13.21	10
Ironworkers (Reinforcing)	Herrero	15.91	11
Ironworkers (Structural)	Herrero de Estructura	17.97	12
Mechanic (Class I) Heavy Duty	Mecanico Clase 1	20.88	13
Mechanic (Class II) Light Duty	Mecanico Clase 2	17.04	14
Painter / Sandblaster	Pintor o Lajador	26.23	15
Powder Person / Blaster	Proveedor de Explosivos	19.60	16
Skilled Laborer	Obrero Diestro	14.88	17
Survey Instrument Operator	Operador de Agrimensor	22.39	18
Sweeping Machine (Vacuum) Operator	Operador de Barredora	15.54	19
Truck Driver (2 axles)	Camionero (2 ejes)	14.17	20
Truck Driver (3/4 axles)	Camionero (3 o 4 ejes)	14.33	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	12.89	23
Worksite Traffic Coordinator	Coordinar de Trafico en el Lugar de Trabajo	19.08	24
Crane Operator	Operador de la Grúa	19.02	25

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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 (Gunit), *Pipelayer, Sign Erector

CLASS "A" OPERATORS:

03

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

CLASS "B" OPERATORS:

04

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

CLASS "C" OPERATORS:

05

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

CLASS "D" OPERATORS:

06

Bobcat, Central Mixing Plant, Concrete Pump, Concrete Saw, Curb Machine (Automatic or Manual), Dozer or Loader (Stockpile), Drill (Piling), Mulcher or Seeder, Rock Drill (Truck Mounted), Roller (Asphalt), Roller (Compaction Self-Propelled), Soil Stabilization Machine, Tractor (Boom & Hoist), Bituminous Distributor Machine, Pump, Track Drill, Striping Machine Operator, Ditch Paving Machine

CRANE OPERATOR:

25

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

***Skilled Laborer - Pipelayer Classification**

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

AND

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

OR

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

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

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

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

Additional Information :

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

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

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

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

APPRENTICESHIP REGULATIONS:

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

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

PROPOSAL
TO THE CITY OF BARTLETT
BARTLETT, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the most current version of the *Standard Specifications for Road and Bridge Construction* and the Standard Roadway and Structures Drawings adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

The undersigned bidder has determined the quality and quantity of materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and, has arranged for the continuous prosecution of the work herein described.

By submitting this Proposal, the undersigned bidder agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction, to do all the work, and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Plans, and the Specifications, and agrees to accept as payment in full the unit prices for the various items described in the Specifications that are set forth in this Proposal. The bidder understands that the quantities of work specified are approximate only and are subject to increase or decrease and that any such increase or decrease will not affect the unit prices set forth in this Proposal. Compensation for "extra work" which may be required by the **CITY** in connection with the construction and completion of the work but which was not reflected in the Plans and Specifications at the time of bidding, will be made in the following manner: work for which there is a unit price set forth in this Proposal will be compensated at that unit price; work for which there is no unit price set forth in this Proposal will be compensated in accordance with the applicable Tennessee Department of Transportation Standard Specifications.

By submitting this Proposal, the undersigned bidder hereby agrees to be bound by the award of the Contract and, if awarded the Contract on this Proposal, to execute the required Contract and the required Contract Payment and Performance Bond within ten (10) days after receipt of notice of the award. The undersigned bidder submits herewith the required Proposal guaranty in an amount of not less than five percent (5%) of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty shall immediately be at the disposal of the **CITY**, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

THIS PROPOSAL SUBMITTED BY:

Bidder (1)

By: _____

Printed Name and Title

Address

City/State/Zip

Bidder (1) being _____ composed of officers, partners, or owners as
a _____ 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 _____ composed of officers, partners, or owners as
a _____ follows:
(Type of business entity)

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Name/Title

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

STP Kirby Whitten Resurfacing Project

Contract # 130225

Fed Project # STP-M-5131(10)

State Project # 79LPLM-F3-325

Item	Description	Unit	QTY	Unit Price	Total Price
202-03	Removal of rigid pavement, sidewalks, etc.	SY	3,200		
202-03.01	Removal of asphalt pavement	SY	1,250		
202-08.15	Removal of curb and gutter (6-30)	LF	1,500		
303-02	Mineral aggregate, type B base, Grading C	TON	1,200		
307-01.08	ACM (PG64-22) Grading B-M2	TON	550		
403-01	Bituminous material for tack coat (TC)	TON	65		
411-02.10	ACS Mix (PG70-22) Grading D	TON	8,800		
415-01.02	Cold Planing bituminous pavement	TON	3,750		
611-01.20	Adjustment of existing manhole	EACH	27		
611-01.23	Adjustment of existing water and gas valve	EACH	14		
701-01.01	Concrete sidewalk (4")	SF	25,500		
701-02	Concrete Driveway	SF	300		
701-02.01	Concrete handicap Ramp (retrofit)	SF	3,600		
702-03	Concrete combined curb & Gutter (6-30)	CY	90		
712-01	Traffic Control	LS	1		
712-04.01	Flexible Drums	EACH	900		
712-06	Signs (Construction)	SF	310		
712-08.03	Arrow Board (Type C)	EACH	2		
713-11.01	"U" Section Steel Posts	LB	1,000		
716-02.03	Plastic pavement marking (cross-walk)	LF	2,300		
716-02.04	Plastic pavement marking (channelization striping)	SY	300		
716-02.05	Plastic pavement marking (Stop line)	LF	1,200		

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

Item	Description	Unit	QTY	Unit Price	Total Price
716-02.06	Plastic pavement marking (turn lane arrow)	EACH	36		
716-03.01	Plastic Word Pavement Marking (ONLY)	EACH	4		
716-04.05	Plastic Pavement Marking (Straight Arrow)	EACH	1		
716-05.01	Painted Pavement Marking (4" LINE)	L.M.	23		
716-05.03	Painted Pavement Marking (Cross-walk)	L.F.	4,600		
716-05.04	Painted pavement marking (channelization striping)	SY	600		
716-05.05	Painted Pavement Marking (Stop Line)	L.F.	2,400		
716-05.06	Painted Pavement marking (Turn Lane Arrow)	EACH	72		
716-05.11	Painted Pavement Marking (Straight Arrow)	EACH	2		
716-10.30	Truncated Dome Detectible Warning Mat	SF	224		
716-12.01	Plastic Pavement Marking (4" line)	LM	12		
717-01	Mobilization	LS	1		
730-14.02	Saw Slot	LF	2,750		
730-14.03	Loop Wire	LF	4,200		
803-01	New Sod	SY	40		
Total Bid Price					

Total in Words: _____

Contractor: _____

Phone: _____

Authorized Representative: _____

Print Name: _____

Date: _____

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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

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.

Bidder (1) Sworn to and subscribed before me
this _____ day of _____,
By: _____

Printed Name and Title Notary Public
My commission expires _____

(Seal)

Bidder (2) Sworn to and subscribed before me
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
BARTLETT, TENNESSEE**

PROPOSAL BOND

CONTRACT NO. 130225

Principal: _____
Print Name of Principal

Surety: _____
Print Name of Surety

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the **CITY** in the full and just sum of five percent (5%) of the total amount bid by the Principal for the project stated above, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

NOW, THEREFORE, the condition of this obligation is: the Principal shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **CITY** shall award a Contract to the Principal, the Principal shall, within ten (10) days after written notice of the award is received by him, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in his Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Principal withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the **CITY**, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Principal has caused these presents to be signed by a duly authorized official and the Surety has caused these presents to be duly signed and sealed by an authorized agent or attorney-in-fact.

Principal (1)	Surety (1)
By: _____	By: _____
	General Agent or Attorney-in-Fact

Print Name and Title	Date
_____	_____

 Date

(Seal)

 Principal (2)

 Surety (2)

By: _____

By: _____

 General Agent or Attorney-in-Fact

 Print Name and Title

 Date

 Date

(Seal)

***NOTE: The signature and information for Principal(2) and Surety(2) is to be provided when there is a joint venture.**

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

CITY OF BARTLETT
BARTLETT, TENNESSEE
PROPOSAL GUARANTEE
CONTRACT NO. 130225

Bidder: _____
Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier's or certified check in an amount equal to five percent (5%) of the total amount it bid for the project stated above, payable to the **CITY**, to be held pending the fulfillment of the following obligation conditions.

NOW, THEREFORE, the condition of this obligation is: the Bidder shall not withdraw its bid within sixty (60) days after the opening of the bids, or within such other time period as may be provided in the Proposal, and if the **CITY** shall award a Contract to the Bidder, the Bidder shall, within ten (10) days after it receives written notice of the award, fully execute a Contract on the basis of the terms, conditions and unit prices set forth in its Proposal or bid and provide bonds with good and sufficient surety, as required for the faithful performance of the Contract and for the protection of all persons supplying labor, material, and equipment for the prosecution of the work. In the event the Bidder withdraws its bid after bids are opened, or after award of the Contract has been made fails to execute such the Contract and/or such additional documents as may be required and to provide the required bonds within the time period specified above, then the **CITY** shall cash the attached check and retain the funds, not as a penalty, but as agreed upon liquidated damages.

IN WITNESS WHEREOF, the Bidder has caused these presents to be signed by a duly authorized official.

Bidder (1)	Bidder (2)*
By: _____	By: _____
Print Name and Title	Print Name and Title
Date	Date

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

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

CITY OF BARTLETT

BARTLETT, TENNESSEE

CONTRACT NO. 130225

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

WITNESSETH

The CITY did advertise for, receive and accept a bid from the Contractor for work on the above identified contract.

In consideration of the agreements herein contained, to be performed by the parties hereto and of the payments hereafter agreed to be made, it is mutually agreed by both parties that:

1. The contract between the parties consists of the following "Contract Documents" all of which constitute one instrument:
 - (a) the Instructions to Bidders
 - (b) the Proposal
 - (c) all conditions and terms of this Contract form
 - (d) the Contract Payment & Performance Bond and/or Letter of Credit, where applicable
 - (e) the most current version of the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction* (herein referred to as *TDOT Standard Specifications*)
 - (f) Supplemental Specifications
 - (g) Revisions and Additions
 - (h) Special Provisions
 - (i) Addenda
 - (j) The most current version of the TDOT Standard Drawings
 - (k) The Contract Plans,
 - (l) The Work Order
 - (m) Construction Changes
 - (n) Supplemental Agreements

All of the provisions contained in the listed Contract Documents are incorporated herein by reference with the same force and effect as though set out in full.

2. The Contract Documents are intended to be complementary and to describe and provide for a complete work. Requirements in one of these are as binding as if occurring in all of them. In case of discrepancy, Supplemental Specifications will govern over the TDOT Standard Specifications; the TDOT Standard Specifications will govern over the local government standard specifications; the Contract Plans will govern over both Supplemental and Standard Specifications, and Special Provisions will govern over both Plans and Specifications. In interpreting Plans, calculated dimensions will govern over scaled dimensions. Contract Plans, typical cross sections and approved working drawings will govern over Standard Drawings.

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and workmanlike manner, to the satisfaction of the appropriate official of the **CITY**.
4. The **CITY** agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.
5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the **CITY** and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the **CITY** under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the **CITY**, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the **CITY** as an additional insured.
7. The Contractor shall indemnify and hold harmless the **CITY** and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the **CITY** may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the **CITY** to protect the **CITY** from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.
8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

IN WITNESS WHEREOF, the parties hereto have cause this Contract to be signed and executed by their respective authorized agents or officials.

Contractor 1	Contractor 2*
By: _____	By: _____
_____ Print Name and Title	_____ Print Name and Title
_____ Date	_____ Date

**CITY OF BARTLETT
BARTLETT, TENNESSEE**

This Contract is accepted _____ day of _____, _____
this _____

and is effective on the _____ day of _____, _____

[CITY Official]

Approved:

CITY Attorney

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

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

CONTRACT PAYMENT AND PERFORMANCE BOND

CONTRACT NO. 130225

Be it known that _____,
as Principal, and _____,
as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind
themselves to the **CITY**, and other potential claimants, for all obligations incurred by the
Principal under its contract with **CITY**, for the construction of the above identified contract; in
the _____ full _____ contract _____ amount _____ of

_____ (\$_____).

The obligations of the Principal and Surety(ies) under these payment and performance
bonds shall continue in full force and effect until all materials, equipment and labor have been
provided AND all requirements contained in the contract, plans and specifications have been
completed in a timely, thorough and workmanlike manner. The parties agree that these bonds
are statutory in nature and are governed by the provisions contained in Title 12, chapter 4 and
Title 54, chapter 5 of the Tennessee Code Annotated relating to bonds required of contractors
and that those provisions constitute a part of this bond.

By this instrument, the Principal and Surety(ies) specifically bind themselves, their
heirs, successors, and assigns, *in solido*, under the following bonds:

Payment Bond. To the **CITY** and all "Claimants," as contemplated by T.C.A. Title 54, chapter
5, in the full contract amount of

_____ (\$_____),
in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the **CITY** in the full contract amount of

_____ (\$_____),
in order to secure the full and faithful performance and timely completion of the project
according to its plans and specifications, inclusive of overpayments to the contractor and
liquidated damages as assessed.

Upon receipt of notice that the Principal is in default under the contract, the Surety(ies)
shall undertake to complete performance, without regard to cost. If the Surety(ies) fail or
refuse to complete performance of the contract, the **CITY** may then proceed with the work in
any lawful manner that it may elect until it is finally completed. When the work is thus finally
completed, the total cost of the same will be computed. All costs and charges incurred by the
CITY in completing the Work will be deducted from any monies due or which may become due
to the Principal. If the total costs of completion exceeds the sum which would have been
payable under the Contract, then the Principal and the Surety(ies), *in solido*, shall be liable for
and shall pay to the **CITY** the amount of such excess.

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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)

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

Subsequent correspondence/communication from **CITY** with respect to monthly progress reports and/or the contract bonds should be directed to:

For Surety 1:

For Surety 2:

Name	Name
Address	Address
City	City
State/Zip	State/Zip
Phone Number	Phone Number
Fax Number	Fax Number

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

NOTICE TO BIDDERS

Bids are to be received no later than 2:00 P.M. on **Wednesday, November 5, 2014**. Sealed bids are to be marked **“STP Funded – City of Bartlett – Kirby Whitten Parkway from South City Limits to St. Elmo Road Resurfacing Project.”**

Sealed bids are to be addressed to the attention of Mayor A. Keith McDonald and delivered to the following address:

**CITY OF BARTLETT
6400 STAGE ROAD
P.O. BOX 341148
BARTLETT, TENNESSEE 38134-1148**

The City reserves the right to reject any and all bids and to waive any informality in the bidding process. *The City of Bartlett is an equal opportunity employer and will not discriminate against any company or individual for any reason.* If further information is desired, please contact Ms. Becky Bailey, P.E. with the City of Bartlett Engineering Department at 901-385-6499.

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

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

Please quote prices on attached sheet

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

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

NAME OF FIRM

ADDRESS

TELEPHONE

Print Name

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NB-1

INSTRUCTIONS TO BIDDERS

PROJECT SCOPE

The scope of work on this contract consists of cold planing and resurfacing of **Kirby Whitten Parkway from South City Limits to St. Elmo Road**, and extending up side streets to the end-of-radius points. The work also includes the replacement of pavement markings throughout the project. Also included is the removal and replacement of sidewalk, curb and gutter, handicap ramps and the installation of truncated dome surfaces on existing handicap ramps at various locations throughout the project as directed by the Engineer.

1. USE OF BID FORMS

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

2. INSPECTION OF SITE

The Bidder should thoroughly examine and familiarize himself with the Drawings, The Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, March 1, 2006, and all other Contract Documents. The Contractor by the execution of the Contract shall in no ways be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

3. ALTERNATIVE BIDS

There are no alternatives/options for this project.

4. BIDS

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

IB-1

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

<u>Principals</u>	Names Home Addresses, including City, State and Zip Code
-------------------	---

<u>Firm</u>	Name Address, including City, State and Zip Code
-------------	---

- f. Bids are to be submitted in sealed envelopes marked on the outside:

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

5. BID GUARANTY

The Bid must be accompanied by a Bid Guaranty which shall not be less than **FIVE** percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the **Owner**. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the successful Bidder, all as required by the Contract Documents. As soon as the Bid prices have been compared, the Owner will return the check or bond of all except the three lowest responsible bidders. When the contract is executed and delivered, the checks or bonds of the two remaining unsuccessful Bidders will be returned.

6. COLLUSIVE AGREEMENTS

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

7. PREQUALIFICATION OF BIDDERS

Each prospective Bidder and subcontractor will be required to file a document entitled "Prequalification Statement" in accordance with the requirements of Section 102.01 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction March 1, 2006.

8. UNIT PRICES

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

9. CORRECTIONS

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

10. TIME FOR RECEIVING BIDS

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

11. OPENING OF BIDS

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

12. WITHDRAWAL OF BIDS

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

13. AWARD OF CONTRACT: REJECTION OF BIDS

- a. The Contract will be awarded to the responsible Bidder Submitting the lowest and/or best bid complying with the conditions of the Invitation for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.
- b. As this project is funded under the Surface Transportation Program (STP), TDOT will review the bid with the recommendation from the City of Bartlett and TDOT will have the final approval authority for the selection of the responsible bidder for the STP project.
- c. The Owner reserves the right to consider as unqualified to do the work of general construction any Bidder who does not fulfill the requirements of Section 108.01 of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction March 1, 2006 regarding the portion of the work to be performed by his own organization and all other subletting requirements of this section.

14. EQUAL EMPLOYMENT OPPORTUNITY

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

CONTRACT MONITORING

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

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

Company Name: _____

Gender: Male _____ Female _____

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

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

CM-1

Title VI Self Survey for Contractors/Consultants/Suppliers

Name of Contractor: _____ Date Completed: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

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

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

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

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

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

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

Title VI Plan-1

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

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

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

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

Name of Authorized Official

Date

Title VI Plan-2

PUBLIC NOTICE

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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

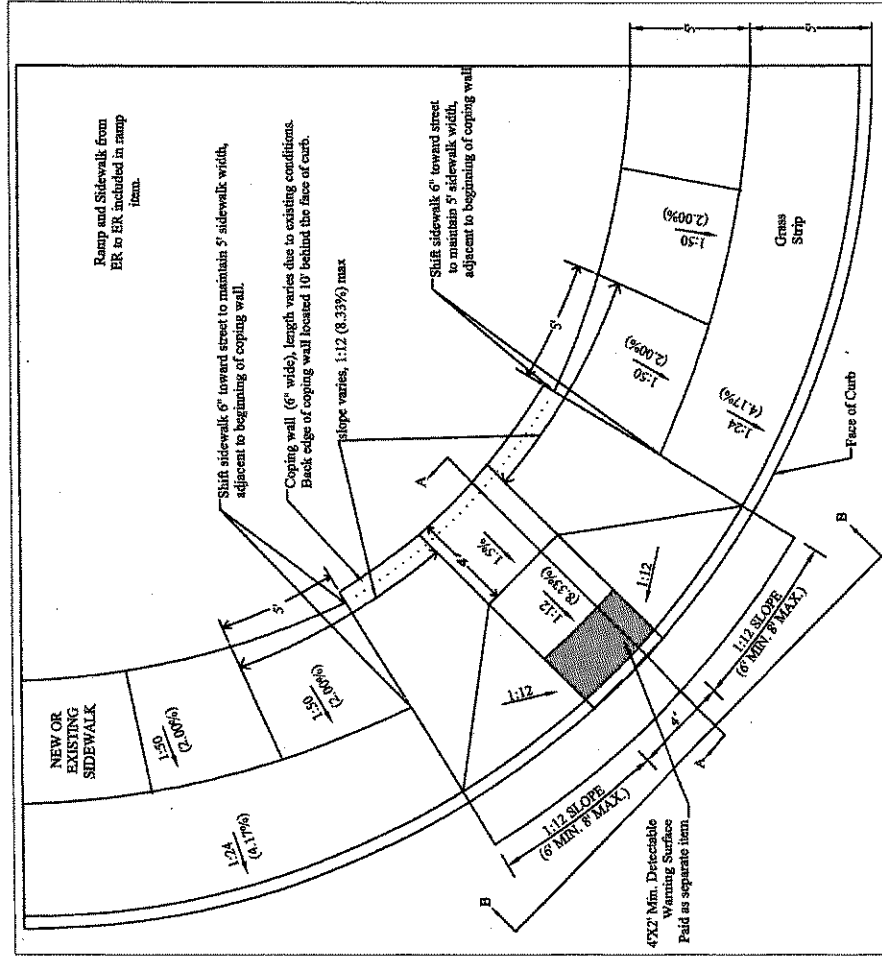
**MILITARY DEPARTMENT
TITLE VI COMPLAINT HOTLINE:
1-800-367-9635**

Title VI Plan-3

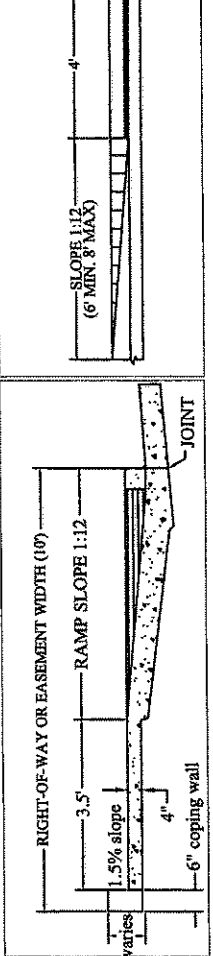
BARTLETT SPECIAL CONDITIONS

- A. All work done must be in accordance with the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction March I, 2006 and the Tennessee Department of Transportation Standard Roadway and Structures Drawings.
- B. Contractor shall notify the City of Bartlett prior to any work bring performed to allow for the adjustments of the City Garbage collection routes.
- C. The concrete handicap ramps shall conform to City of Bartlett details (See sheets SC-2 through SC-5). ADA truncated domed area shall be "brick red" in color. Any substitutions must be submitted to the City of Bartlett for review and approval prior to installation. Contact Becky Bailey, P .E. with City of Bartlett Engineering, concerning any questions about the thermoplastic ADA Truncated domes used in the City of Bartlett.
- D. **The concrete used by the contractor for the curb and gutter and sidewalks shall comply the TDOT requirements and concrete used by the contractor for the handicap ramps, 4,000 psi limestone mix with fibers, shall comply with the City of Bartlett requirements as noted on sheet 5 of the project plans.**
- E. Prime contractor must include special provision FHWA-1273 in all subcontracts. The current version is included in this document. It can be found on the TDOT website.
- F. Field Plans and Specifications: The city of Bartlett will provide the successful bidder with up to 3 sets of plans and specifications. Additional plans and specifications can be provided to the successful contractor at the cost of reproduction.
- G. TDOT Title VI requirement: The Tennessee Department of Transportation requires the city of Bartlett to maintain records of those ethnic and gender groups who are awarded bids on a project. You are asked for **voluntary disclosure** of this information as it pertains to the ownership of the bidding company. See following page.
- H. Loop detectors are located at the intersections of Kirby Whitten/Yale and Kirby Whitten/St. Elmo. Signal plans are included for reference (plans pages 8-10). Damaged loops shall be replaced as per plan.
- I. Intersection special notes:
 - At Hwy 70 Intersection: Contractor shall mill and pave to the ERs on Hwy 70.
 - At Stage Intersection: Contractor shall mill and pave to the new Stage Road paving joints, not paving through the intersection.
 - At Yale Intersection: Contractor shall mill and pave through the intersection, meeting the new paving joint on the west side, and straight through on the east side. No signal detection on Yale shall be affected, only the loops on Kirby Whitten to be replaced.
 - At St. Elmo intersection: Contractor shall mill and pave through the intersection, meeting the new paving joint on the west side, and down St. Elmo on the east side to a point approximately 40' east of the nose of the median. Loops to be replaced at this intersection include all loops on the south side of the intersection (northbound), front loops on the east side of the intersection (westbound) and front loops on the north side of the intersection (southbound). Back southbound loops and all eastbound loops shall remain.

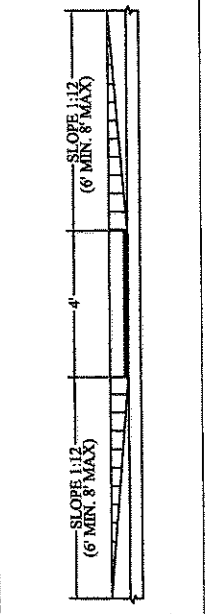
SC-1



SECTION A-A



SECTION B-B



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

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

City of Bartlett 10' New Construction with Coping Handicap Ramp Detail	
Date: 5/8/14	Drawn by: B. Bailey
Approved: <i>[Signature]</i> City of Bartlett Engineer	Date: 5/13/14
Code Enforcement	Date: 5/13/14

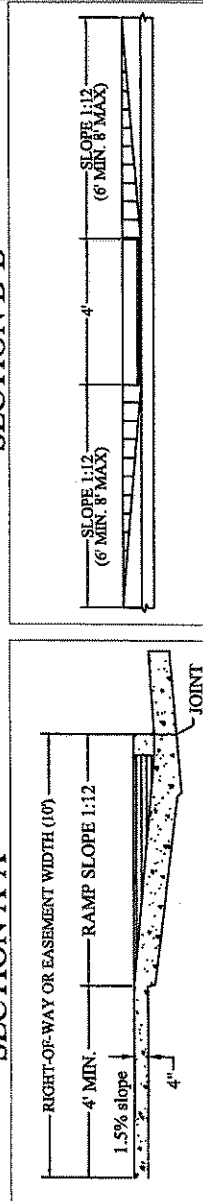
REVISIONS		
Date	Remarks	Approved

SC-2

[illegible]

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

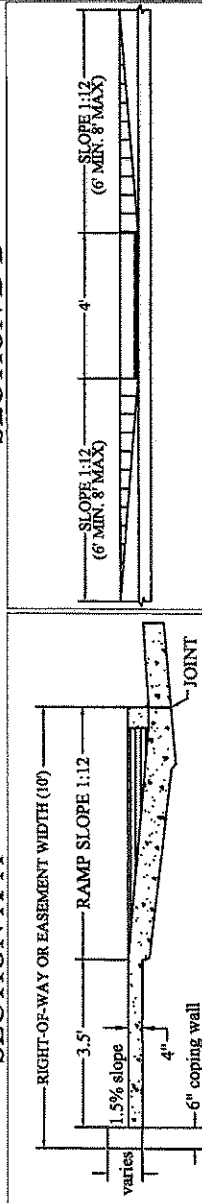
SECTION A-A

[illegible]

Approved _____
City of Bakersfield
5/9/14
Date _____
Grade Engineer _____
5-13-
Date _____

- 1:12 slope = 8.33%
1:50 slope = 2.00%

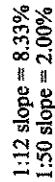
SECTION A-A



REVISIONS		
Date	Remarks	Approved

Date _____

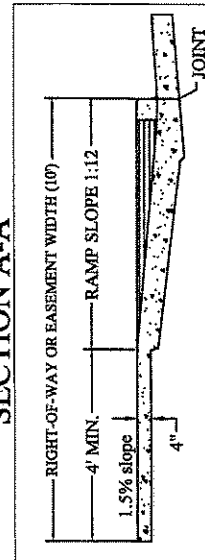
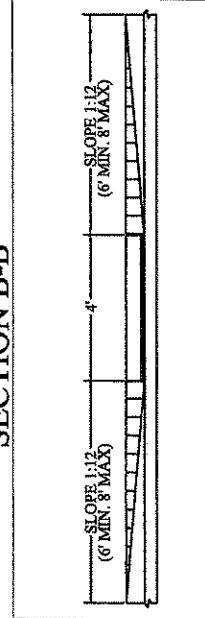
1. Curb ramps are to be located as shown on the plans, or as directed by the engineer.
2. Concrete shall be 4,000 PSI limestone/fibermesh.
3. Surface texture to be broom finish.
4. Care should be taken to assure a uniform grade on the ramps, free of sags and short grade changes.
5. The length of the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

[illegible]

City of Bartlett
10' Retrofit
Handicap Ramp Detail
Date: 5/8/14
Drawn by: B. Bailey

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

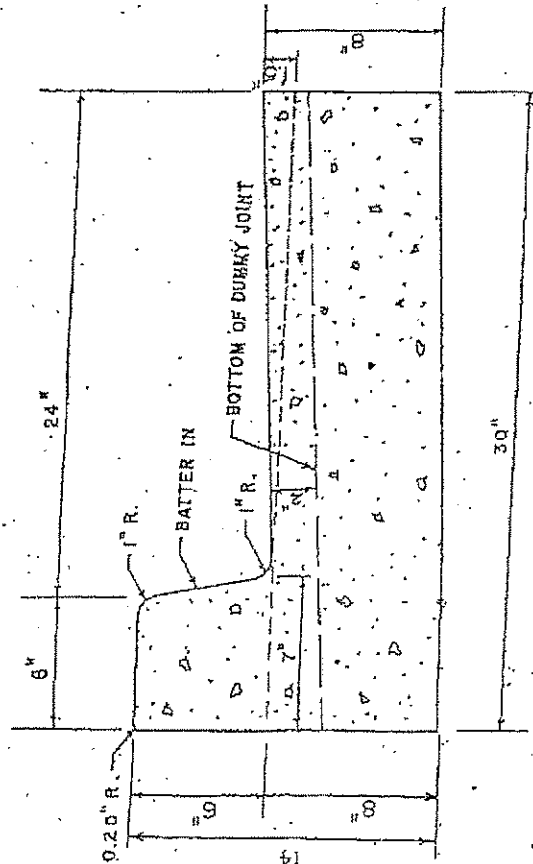
SECTION A-A



[illegible][illegible]

NOTES:

1. Preset exp. joint's material shall be used in all exp. joints.
2. Dummy joints shall be installed on tott. inter-
vals, maximum.
3. Exp. joints shall be installed at 40 ft. maximum.
4. Exp. joints shall be installed at ends of radius.
5. Exp. joints shall be located a minimum of
5 ft. from shaft structures.

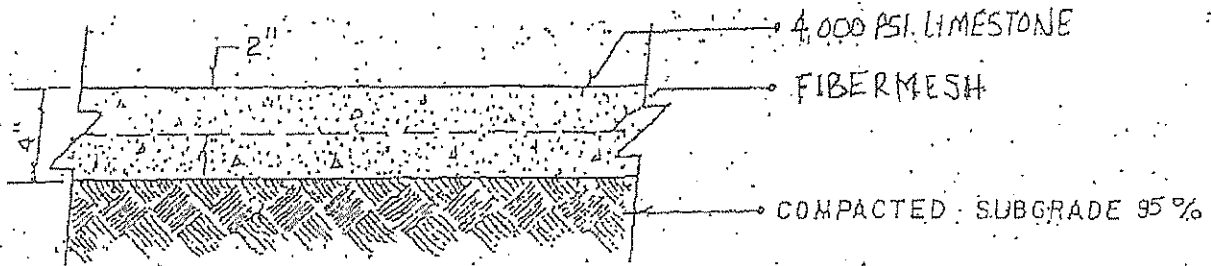


NOTE Cont. to be ⁴⁰⁰⁰ ~~2000~~ PSI
(800 min) with fiber mesh

CITY OF MEMPHIS
DEPARTMENT OF ENGINEERING
DESIGN STANDARD
FOR
6-30 CURB & GUTTER

J. H. Kennedy
 SEA CITY ENGINEER
 DATE 10-31-78
 DWSB. NO. 204

SIDEWALK DETAILS

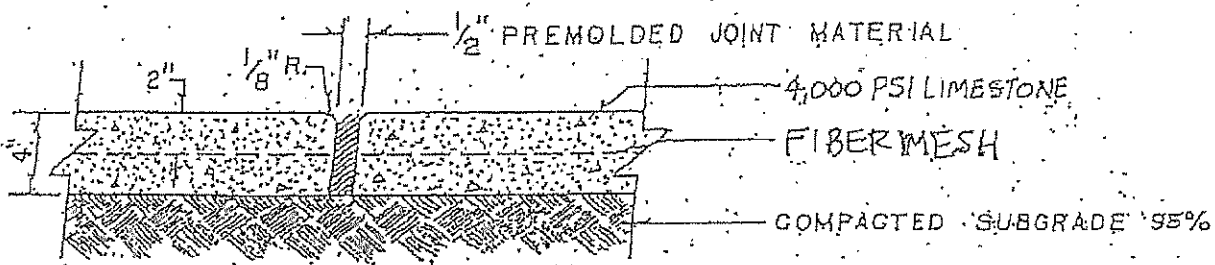


NOTE: SIDEWALK TO HAVE LIGHT BROOM FINISH UNLESS OTHERWISE SPECIFIED

CONCRETE SIDEWALK



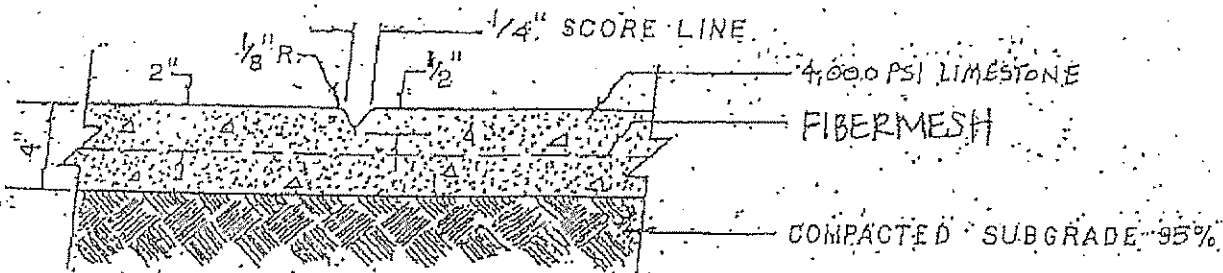
NOT TO SCALE



SIDEWALK EXPANSION JOINT



NOT TO SCALE



SIDEWALK SCORE JOINT

NOT TO SCALE

SC - 7

[illegible]

NOTE: OPTIONAL DEPRESSION OF BACK OF SIDEWALK TO BE UP TO 2" FOR 6" CURBS AND UP TO 4" FOR 8" CURBS.

CURB CUT DIMENSIONS SHALL BE ESTABLISHED BY THE CITY ENGINEER OR HIS DESIGNATED REPRESENTATIVE.

UNDER NORMAL CIRCUMSTANCES
WHEN $w_s \leq 5'$ THEN $w_L = 5'$
WHEN $5' \leq w_s \leq 10'$ THEN $w_L = w_s$
WHEN $w_s < 10'$ THEN $w_L = 10'$

CITY OF MEMPHIS
DEPARTMENT OF ENGINEERING

DESIGN STANDARD

DESIGN STANDARDS
DRIVEWAYS
MULTI-FAMILY CURB CUT
OFFICE / COMMERCIAL CURB CUT
INDUSTRIAL CURB CUT

CHIEF TRAFFIC ENGINEER
CITY ENGINEER
DATE 12-9-86

STANDARD IS ADOPTED FOR	CITY ENGINEER
BARTLETT PUBLIC WORKS	

DWG. NO. 39 of

AFFIDAVIT OF EQUIVALENT DRUG TESTING PROGRAM

State of _____)

S.S.

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) He is _____ of the company submitting this bid and has authority to sign this affidavit.
- (2) He is fully informed of the City of Bartlett's drug policy as outlined in this bid.
- (3) His company has a testing program in place equal to or greater than the City's program.

Print Name _____

Signed _____

Title _____

Subscribed and sworn before me this _____ day of _____, 20 _____.

Signed _____

Print Name _____

Title _____

My commission expires: _____, 20 _____.

DAA-1

BID SUBMITTAL FORM

The following forms shall be completed and submitted with the bid.

1. Notice to Bidders—NB-1
2. Drug and Alcohol Affidavit—DAA-1
3. Proposal – Sheet 2
4. Proposal Certification – Sheet 3
5. Proposal Bond – sheets 4 and 5
6. Proposal Guarantee – Sheet 6
7. Bid Form—BT-1 and BT-2
8. Non-Collusion Affidavit of Principal Bidder—NCA-1
9. Contract Monitoring –CM-1
10. Title VI Self Survey – Title VI Plan 1 and Title VI plan 2 and requested attachments

Note: Failure to include these forms with the bid submittal may be grounds for rejecting the bid as incomplete.

BSF-1

NOTICE OF AWARD

To:

PROJECT Description:

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of:
\$ _____.

You are required by the Information for Bidders to furnish the required CONTRACTOR'S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER dated this ____ day of _____.

CITY OF BARTLETT, OWNER

Name _____

Print Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE OF AWARD** is hereby acknowledged

by _____ this

the _____ day of _____, 20_____.

Name _____

Print Name _____

Title _____

NA-1

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

NOTICE TO PROCEED

To:

PROJECT Description:

You are hereby notified to commence WORK in accordance with the Agreement dated _____,
 on or before _____ and you are to complete WORK within 120 consecutive calendar
 days thereafter. The date of completion of all WORK is therefore: _____.

CITY OF BARTLETT
 OWNER

BY _____

PRINT NAME _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged by

this the _____ day of _____ 20_____.

BY _____

PRINT NAME _____

TITLE _____

NP-1

Attachment: bid document to go out for bids. no ss (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

State of _____)

S.S.

County of _____)

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

(Signed) _____

(Title) _____

Subscribed and sworn before me this _____ day of _____, 20_____

(Title) _____

My commission expires _____ 20____.

Packet Pg. 113

§ 18.26 Non-Federal audits.

(a) **Basic rule.** Grantees and subgrantees are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

(b) **Subgrantees.** State or local governments, as those terms are defined for purposes of the Single Audit Act Amendments of 1996, that provide Federal awards to a subgrantee, which expends \$300,000 or more (or other amount as specified by OMB) in Federal awards in a fiscal year, shall:

- (1) Determine whether State or local subgrantees have met the audit requirements of the Act and whether subgrantees covered by OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," have met the audit requirements of the Act. Commercial contractors (private for-profit and private and governmental organizations) providing goods and services to State and local governments are not required to have a single audit performed. State and local governments should use their own procedures to ensure that the contractor has complied with laws and regulations affecting the expenditure of Federal funds;
- (2) Determine whether the subgrantee spent Federal assistance funds provided in accordance with applicable laws and regulations. This may be accomplished by reviewing an audit of the subgrantee made in accordance with the Act, Circular A-110, or through other means (e.g., program reviews) if the subgrantee has not had such an audit;
- (3) Ensure that appropriate corrective action is taken within six months after receipt of the audit report in instance of noncompliance with Federal laws and regulations;
- (4) Consider whether subgrantee audits necessitate adjustment of the grantee's own records; and
- (5) Require each subgrantee to permit independent auditors to have access to the records and financial statements.

(c) **Auditor selection.** In arranging for audit services, § 18.36 shall be followed.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 61 FR 21387, May 10, 1996; 62 FR 45939, 45947, Aug. 29, 1997]

§ 18.36 Procurement.

(a) States. When procuring property and services under a grant, a State will follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Other grantees and subgrantees will follow paragraphs (b) through (i) in this section.

(b) Procurement standards.

(1) Grantees and subgrantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.

(2) Grantees and subgrantees will maintain a contract administration system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(3) Grantees and subgrantees will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

(iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. Grantee and subgrantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

(4) Grantee and subgrantee procedures will provide for a review of proposed procurements to avoid purchase of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(5) To foster greater economy and efficiency, grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurement or use of common goods and services.

(6) Grantees and subgrantees are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(7) Grantees and subgrantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(8) Grantees and subgrantees will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

(9) Grantees and subgrantees will maintain records sufficient to detail the significant history of a procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(10) Grantees and subgrantees will use time and material type contracts only—

(i) After a determination that no other contract is suitable, and

(ii) If the contract includes a ceiling price that the contractor exceeds at its own risk.

(11) Grantees and subgrantees alone will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards do not relieve the grantee or subgrantee of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the grantee or subgrantee unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction.

(12) Grantees and subgrantees will have protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest to the awarding agency. A protestor must exhaust all administrative remedies with the grantee and subgrantee before pursuing a protest with the Federal agency. Reviews of protests by the Federal agency will be limited to:

(i) Violations of Federal law or regulations and the standards of this section (violations of State or local law will be under the jurisdiction of State or local authorities) and

(ii) Violations of the grantee's or subgrantee's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the grantee or subgrantee.

(c) Competition.

(1) All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards of § 18.36. Some of the situations considered to be restrictive of competition include but are not limited to:

(i) Placing unreasonable requirements on firms in order for them to qualify to do business,

(ii) Requiring unnecessary experience and excessive bonding,

(iii) Noncompetitive pricing practices between firms or between affiliated companies,

(iv) Noncompetitive awards to consultants that are on retainer contracts,

(v) Organizational conflicts of interest,

(vi) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance of other relevant requirements of the procurement, and

(vii) Any arbitrary action in the procurement process.

(2) Grantees and subgrantees will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts State licensing laws. When contracting for architectural and engineering (A/E) services, geographic location

may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(3) Grantees will have written selection procedures for procurement transactions. These procedures will ensure that all solicitations:

- (i) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured, and when necessary, shall set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equal" description may be used as a means to define the performance or other salient requirements of a procurement. The specific features of the named brand which must be met by offerors shall be clearly stated; and
- (ii) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(4) Grantees and subgrantees will ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, grantees and subgrantees will not preclude potential bidders from qualifying during the solicitation period.

(d) *Methods of procurement to be followed—*

(1) *Procurement by small purchase procedures.* Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the simplified acquisition threshold fixed at 41 U.S.C. 403(11) (currently set at \$100,000). If small purchase procedures are used, price or rate quotations shall be obtained from an adequate number of qualified sources.

(2) Procurement by *sealed bids* (formal advertising). Bids are publicly solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in § 18.36(d)(2)(i) apply.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

- (A)** A complete, adequate, and realistic specification or purchase description is available;
- (B)** Two or more responsible bidders are willing and able to compete effectively and for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

- (A)** The invitation for bids will be publicly advertised and bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids;
- (B)** The invitation for bids, which will include any specifications and pertinent attachments, shall define the items or services in order for the bidder to properly respond;
- (C)** All bids will be publicly opened at the time and place prescribed in the invitation for bids;
- (D)** A firm fixed-price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts,

transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(3) Procurement by *competitive proposals*. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(i) Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical;

(ii) Proposals will be solicited from an adequate number of qualified sources;

(iii) Grantees and subgrantees will have a method for conducting technical evaluations of the proposals received and for selecting awardees;

(iv) Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(v) Grantees and subgrantees may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(4) Procurement by *noncompetitive proposals* is procurement through solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate.

(i) Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids or competitive proposals and one of the following circumstances applies:

(A) The item is available only from a single source;

(B) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(C) The awarding agency authorizes noncompetitive proposals; or

(D) After solicitation of a number of sources, competition is determined inadequate.

(ii) Cost analysis, i.e., verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of costs and profits, is required.

(iii) Grantees and subgrantees may be required to submit the proposed procurement to the awarding agency for pre-award review in accordance with paragraph (g) of this section.

(e) Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

(v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

(vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

(f) *Contract cost and price.*

(1) Grantees and subgrantees must perform a cost or price analysis in connection with every procurement action including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, grantees must make independent estimates before receiving bids or proposals. A cost analysis must be performed when the offeror is required to submit the elements of his estimated cost, e.g., under professional, consulting, and architectural engineering services contracts. A cost analysis will be necessary when adequate price competition is lacking, and for sole source procurements, including contract modifications or change orders, unless price reasonableness can be established on the basis of a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation. A price analysis will be used in all other instances to determine the reasonableness of the proposed contract price.

(2) Grantees and subgrantees will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(3) Costs or prices based on estimated costs for contracts under grants will be allowable only to the extent that costs incurred or cost estimates included in negotiated prices are consistent with Federal cost principles (see § 18.22). Grantees may reference their own cost principles that comply with the applicable Federal cost principles.

(4) The cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used.

(g) *Awarding agency review.*

(1) Grantees and subgrantees must make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure that the item and/or service specified is the one being proposed for purchase. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the grantee or subgrantee desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(2) Grantees and subgrantees must on request make available for awarding agency pre-award review procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. when:

- (i) A grantee's or subgrantee's procurement procedures or operation fails to comply with the procurement standards in this section; or
 - (ii) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation; or
 - (iii) The procurement, which is expected to exceed the simplified acquisition threshold, specifies a "brand name" product; or
 - (iv) The proposed award is more than the simplified acquisition threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (v) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.
- (3) A grantee or subgrantee will be exempt from the pre-award review in paragraph (g)(2) of this section if the awarding agency determines that its procurement systems comply with the standards of this section.
- (i) A grantee or subgrantee may request that its procurement system be reviewed by the awarding agency to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews shall occur where there is a continuous high-dollar funding, and third-party contracts are awarded on a regular basis.
 - (ii) A grantee or subgrantee may self-certify its procurement system. Such self-certification shall not limit the awarding agency's right to survey the system. Under a self-certification procedure, awarding agencies may wish to rely on written assurances from the grantee or subgrantee that it is complying with these standards. A grantee or subgrantee will cite specific procedures, regulations, standards, etc., as being in compliance with these requirements and have its system available for review.
 - (h) **Bonding requirements.** For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or subgrantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:
 - (1) **A bid guarantee from each bidder equivalent to five percent of the bid price.** The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
 - (2) **A performance bond on the part of the contractor for 100 percent of the contract price.** A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - (3) **A payment bond on the part of the contractor for 100 percent of the contract price.** A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
 - (i) **Contract provisions.** A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
 - (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

- (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- (j) 23 U.S.C. 112(a) directs the Secretary to require recipients of highway construction grants to use bidding methods that are "effective in securing competition." Detailed construction contracting procedures are contained in 23 CFR part 635, subpart A.
- (k) Section 3(a)(2)(C) of the UMT Act of 1964, as amended, prohibits the use of grant or loan funds to support procurements utilizing exclusionary or discriminatory specifications.
- (l) 46 U.S.C. 1241(b)(1) and 46 CFR part 381 impose cargo preference requirements on the shipment of foreign made goods.
- (m) Section 165 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1601, section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR parts 660 and 661 impose Buy America provisions on the procurement of foreign products and materials.

(n) Section 105(f) of the Surface Transportation Assistance Act of 1982, section 106(c) of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 49 CFR part 23 impose requirements for the participation of disadvantaged business enterprises.

(o) Section 308 of the Surface Transportation Assistance Act of 1982, 49 U.S.C. 1068(b)(2), authorizes the use of competitive negotiation for the purchase of rolling stock as appropriate.

(p) 23 U.S.C. 112(b) provides for an exemption to competitive bidding requirements for highway construction contracts in emergency situations.

(q) 23 U.S.C. 112 requires concurrence by the Secretary before highway construction contracts can be awarded, except for projects authorized under the provisions of 23 U.S.C. 171.

(r) 23 U.S.C. 112(e) requires standardized contract clauses concerning site conditions, suspension or work, and material changes in the scope of the work for highway construction contracts.

(s) 23 U.S.C. 140(b) authorizes the preferential employment of Indians on Indian Reservation road projects and contracts.

(t) FHWA, UMTA, and Federal Aviation Administration (FAA) grantees and subgrantees shall extend the use of qualifications-based (e.g., architectural and engineering services) contract selection procedures to certain other related areas and shall award such contracts in the same manner as Federal contracts for architectural and engineering services are negotiated under Title IX of the Federal Property and Administrative Services Act of 1949, or equivalent State (or airport sponsor for FAA) qualifications-based requirements. For FHWA and UMTA programs, this provision applies except to the extent that a State adopts or has adopted by statute a formal procedure for the procurement of such services.

[53 FR 8086 and 8087, Mar. 11, 1988, as amended at 53 FR 8087, Mar. 11, 1988; 60 FR 19639, 19647, Apr. 19, 1995]

§ 18.42 Retention and access requirements for records.

(a) *Applicability.*

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see § 18.36(i)(10).

(b) *Length of retention period.*

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) *Starting date of retention period—*

(1) ***General.*** When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) ***Real property and equipment records.*** The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) ***Records for income transactions after grant or subgrant support.*** In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) ***Indirect cost rate proposals, cost allocations plans, etc.*** This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) ***If submitted for negotiation.*** If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the

rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) *Substitution of microfilm.* Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) *Access to records—*

(1) *Records of grantees and subgrantees.* The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) *Expiration of right of access.* The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) *Restrictions on public access.* The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

Addendum #1

From: City of Bartlett

Date: October 28, 2014

Regarding: STP Kirby Whitten Parkway Resurfacing Project
 BID DATE: November 5, 2014

Description of Change/Clarification:

1. A "Break Out" detail has been added to plan sheet 3 to clarify patching. Items 6 and 7 were added to the Proposed Pavement Schedule to accommodate the items on the "Break Out" Detail. A new sheet 3 is provided as part of this addendum with these changes.
2. Clarification: Item 611-01.20 Adjustment of existing manhole and item 611-01.23 Adjustment of existing water and gas valve. These quantities are to adjust the utilities by either removing or adding a riser as needed.
3. Item 712-04.01 Flexible drums. This quantity has been reduced to 200 drums. The drums are to be used in conjunction with concrete items and will be paid for per each and shall be relocated as needed without additional compensation. A new bid form is provided as part of this addendum, BT-1-R1 and BT-2-R1. A new sheet 2 is provided as part of this addendum.
4. Clarification: Item 712-01 Traffic Control. Footnote 10 added to plan sheet 2. Traffic cones (TDOT approved) can be used during the paving operations and shall be included as part of the traffic control item.
5. Item 415-01.02 Cold Planing Bituminous Pavement (SY) is replaced with item 415-01.01 Cold Planing Bituminous Pavement (TON). The quantity provided, 3,750 is for tons, not SY. This has been corrected on plan sheet 2, and on the new bid form, BT-1-R1. Refer to note on plan sheet 3, pertaining to milling: "Mill 1.5" for 12' from gutter, then to nothing for next 12'." Weigh tickets for milling will be required for payment. In addition footnote 7 on plan sheet 2 has been adjusted to remove "after milling" as the patching is to be done before milling.
6. Clarification: Item 713-11.01 "U" section steel posts. This quantity is for the installation of construction signs. This item will not be used if other approved construction signage is used. There are no permanent signs on this project. Footnote 11 added to sheet 2.

New revised plan sheets 2 and 3, and new Bid Form (BT-1-R1 and BT-2-R1) issued as part of this addendum. These new sheets supercede the originals, which should be discarded.

End of Addendum Number 1

Respectfully submitted,



Rebecca A. Bailey, P.E.
 Traffic Engineer

STP Kirby Whitten Resurfacing Project

Contract # 130225

Fed Project # STP-M-5131(10)

State Project # 79LPLM-F3-325

Item	Description	Unit	QTY	Unit Price	Total Price
202-03	Removal of rigid pavement, sidewalks, etc.	SY	3,200		
202-03.01	Removal of asphalt pavement	SY	1,250		
202-08.15	Removal of curb and gutter (6-30)	LF	1,500		
303-02	Mineral aggregate, type B base, Grading C	TON	1,200		
307-01.08	ACM (PG64-22) Grading B-M2	TON	550		
403-01	Bituminous material for tack coat (TC)	TON	65		
411-02.10	ACS Mix (PG70-22) Grading D	TON	8,800		
415-01.01	Cold Planing bituminous pavement	TON	3,750		
611-01.20	Adjustment of existing manhole	EACH	27		
611-01.23	Adjustment of existing water and gas valve	EACH	14		
701-01.01	Concrete sidewalk (4")	SF	25,500		
701-02	Concrete Driveway	SF	300		
701-02.01	Concrete handicap Ramp (retrofit)	SF	3,600		
702-03	Concrete combined curb & Gutter (6-30)	CY	90		
712-01	Traffic Control	LS	1		
712-04.01	Flexible Drums	EACH	200		
712-06	Signs (Construction)	SF	310		
712-08.03	Arrow Board (Type C)	EACH	2		
713-11.01	"U" Section Steel Posts	LB	1,000		
716-02.03	Plastic pavement marking (cross-walk)	LF	2,300		
716-02.04	Plastic pavement marking (channelization striping)	SY	300		
716-02.05	Plastic pavement marking (Stop line)	LF	1,200		

Attachment: addendum 1 and bid form (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

Item	Description	Unit	QTY	Unit Price	Total Price
716-02.06	Plastic pavement marking (turn lane arrow)	EACH	36		
716-03.01	Plastic Word Pavement Marking (ONLY)	EACH	4		
716-04.05	Plastic Pavement Marking (Straight Arrow)	EACH	1		
716-05.01	Painted Pavement Marking (4" LINE)	L.M.	23		
716-05.03	Painted Pavement Marking (Cross-walk)	L.F.	4,600		
716-05.04	Painted pavement marking (channelization striping)	SY	600		
716-05.05	Painted Pavement Marking (Stop Line)	L.F.	2,400		
716-05.06	Painted Pavement marking (Turn Lane Arrow)	EACH	72		
716-05.11	Painted Pavement Marking (Straight Arrow)	EACH	2		
716-10.30	Truncated Dome Detectible Warning Mat	SF	224		
716-12.01	Plastic Pavement Marking (4" line)	LM	12		
717-01	Mobilization	LS	1		
730-14.02	Saw Slot	LF	2,750		
730-14.03	Loop Wire	LF	4,200		
803-01	New Sod	SY	40		
Total Bid Price					

Total in Words: _____

Contractor: _____

Phone: _____

Authorized Representative: _____

Print Name: _____

Date: _____

Attachment: addendum 1 and bid form (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

Addendum #2

From: City of Bartlett

Date: October 28, 2014

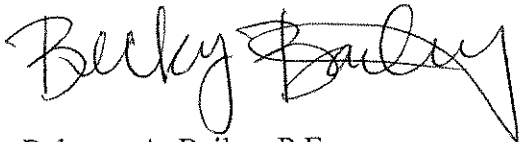
Regarding: STP Kirby Whitten Parkway Resurfacing Project
BID DATE: November 5, 2014

Description of Change/Clarification:

1. SP108B is being reissued deleting the statement "Lane closures will be permitted from 8:00 PM to 6:00AM. Work is not required at nighttime only. Please replace SP108 with the attached SP108B-Rev
2. The time to complete this project is 240 days. If it states otherwise anywhere in original bid documents (including NP-1), please disregard.

End of Addendum Number 2

Respectfully submitted,



Rebecca A. Bailey, P.E.
Traffic Engineer

Attachment: addendum 2 (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

SP108B-RevSP108B-Rev

Sheet 1 of 1

STATEOFTENNESSEE

June 24, 2014
Project No.: STP-M-5131(10)
79LPLM-F3-325
City Of Bartlett
County: Shelby

SPECIAL PROVISIONREGARDINGPROJECT COMPLETION AND LIQUIDATED DAMAGES

This project shall be completed in its entirety on or before 240 calendar days after the Notice To Proceed.

All lane closures must be approved in advance by the Engineer. A minimum of seven days notice must be provided in advance of any closure. No lane closures will be allowed during Special Events, Holidays or Holiday weekends in accordance with the plans and specifications.

For each hour or portion thereof, which any traffic lane remains closed in conflict with the restricted periods, the sum of \$1,000 per hour per lane shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

No partial payments, including payment for stockpile materials, shall be made before work begins.

Attachment: addendum 2 (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

TENNESSEE D.O.T.
DESIGN DIVISION
FILE NO.

INDEX OF SHEETS

DESCRIPTION	SHEET NO.
TITLE SHEET	1
ESTIMATED QUANTITIES	2
TYPICAL SECTIONS - KIRBY WHITTEN PARKWAY	3
EXISTING TYPICAL SECTIONS (FOR REFERENCE ONLY)	4 - 6
EXISTING SIGNAL PLANS(FOR REFERENCE ONLY)	7 - 9
GENERAL NOTES	10

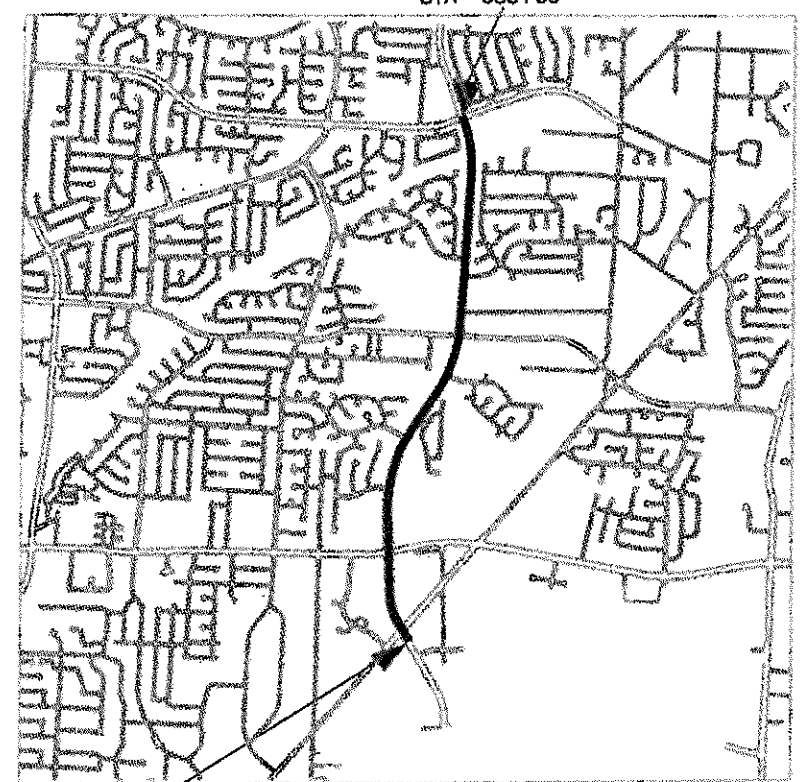
DWG. NO.	REV.	DESCRIPTION
RD-A-1	12-18-99	STANDARD ABBREVIATIONS
RD-L-1	10-28-94	STANDARD LEGEND
RP-D-15	07-15-08	DETAILS OF STANDARD CONCRETE DRIVEWAYS
RP-D-16	07-15-08	DETAILS OF LOWERED STANDARD CONCRETE DRIVEWAYS
RP-H-3	06-04-13	HANDICAP RAMP AND TRUNCATED DOME SURFACE DETAIL
RP-H-4	06-04-13	PERPENDICULAR CURB RAMP
RP-H-5	06-04-13	PARALLEL CURB RAMP
RP-H-7	06-04-13	PERPENDICULAR CURB RAMP TYPE 1
RP-H-8	06-04-13	PERPENDICULAR CURB RAMP TYPE 2
RP-H-8	06-04-13	PARALLEL CURB RAMP TYPE 3 AND 4
RP-NMC-11	02-28-02	STANDARD VERTICAL (NONMOUNTABLE) CONCRETE CURBS AND CONCRETE CURBS AND GUTTERS
RP-S-7	06-04-13	DETAILS FOR STANDARD CONCRETE SIDEWALK
T-M-1	07-24-14	DETAILS OF PAVEMENT MARKINGS FOR CONVENTIONAL ROADS AND MARKING ABBREVIATIONS
T-M-2	07-24-14	DETAILS OF PAVEMENT MARKINGS FOR CONVENTIONAL ROADS
T-M-3	07-24-14	MARKING STANDARDS FOR TRAFFIC ISLAND, MEDIANS PAVED SHOULDERS ON CONVENTIONAL ROADS
T-M-4	07-24-14	STANDARD INTERSECTION PAVEMENT MARKINGS

CITY OF BARTLETT TENNESSEE

SHELBY COUNTY
KIRBY WHITTEN PARKWAY
FROM: BARTLETT CITY LIMITS
TO: ST. ELMO ROAD IN BARTLETT
ASPHALT RESURFACING

STATE HIGHWAY NO.: N/A F.A.H.S. NO. N/A

END PROJECT
ST. ELMO ROAD
(2.1 MI.)
STA 635+50



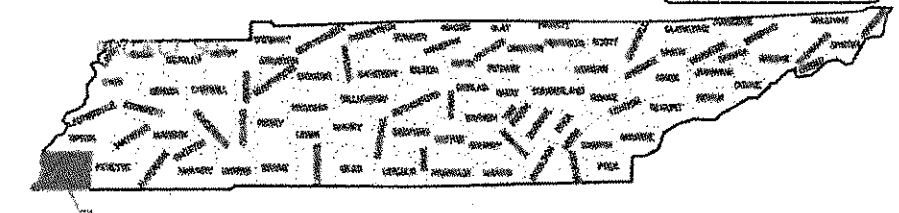
BEGIN PROJECT
SOUTH CITY LIMITS
(0.00 MI.)
STA 520+50

NOT TO SCALE
PROJECT LENGTH: 2.112 MILES
BRIDGE LENGTH (EXISTING) : 0.032 MILES

TRAFFIC DATA	
ADT (2012)	21,868

TYPE	YEAR	PROJECT NO.	SHEET NO.
RESURF.	2014	STP-M-5131(10)	1
DESIGN	2014	79LPLM-F1-323	1
ROW	2014	79LPLM-F2-324	1
CONST.	2014	79LPLM-F3-325	1

LOCALLY MANAGED
PROJECT



NO EQUATIONS
NO EXCLUSIONS

SPECIAL NOTES

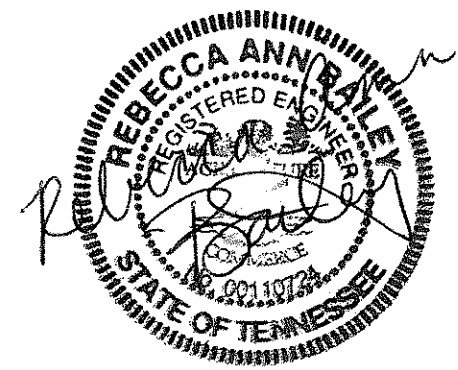
PROPOSAL MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED MARCH 1, 2006 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

DESIGNED BY: CITY OF BARTLETT ENGINEERING DEPARTMENT

DESIGNER: REBECCA A. BAILEY, P.E. CHECKED BY: WADE TOWLES, P.E.

PIN: 110655.00



APPROVED: *W.D. Miller* CITY ENGINEER

DATE: 10/2/14

APPROVED: *A. Keith Mymms* MAYOR

Attachment: plan sheets with addendum 1 revisions (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

TENNESSEE D.O.T.

DESIGN DIVISION

FILE NO.

ESTIMATED ROADWAY QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
(1) 202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC. (AS DIRECTED BY THE ENGINEER)	S.Y.	3200
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1250
(2) 202-08.15	REMOVAL OF CURB AND GUTTER (AS DIRECTED BY THE ENGINEER)	L.F.	1500
303-02	MINERAL AGGREGATE, TYPE B BASE, GRADING C	TON	1200
(7) 307-01.08	ACM (PG64-22) GRADING B-M2	TON	550
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	65
(8) 411-02.10	ACS MIX(PG70-22) GRADING D	TON	8800
415-01.01	COLD PLANING BITUMINOUS PAVEMENT	TON	3750
611-01.20	ADJUSTMENT OF EXISTING MANHOLE	EACH	27
611-01.23	ADJUSTMENT OF EXISTING WATER AND GAS VALVE	EACH	14
(6) 701-01.01	CONCRETE SIDEWALK (4")	S.F.	25500
(8) 701-02	CONCRETE DRIVEWAY	S.F.	300
(6) 701-02.01	CONCRETE HANDICAP RAMP (RETROFIT)	S.F.	3,600
(8) 702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	90
(10) 712-01	TRAFFIC CONTROL	LS	1
(9) 712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	200
(3) 712-06	SIGNS (CONSTRUCTION)	S.F.	310
712-08.03	ARROW BOARD (TYPE C)	EACH	2
(11) 713-11.01	"U" SECTION STEEL POSTS	LB	1000
(4) 716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	2300
(4) 716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	300
(4) 716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	1200
(4) 716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	36
(4) 716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	4
(4) 716-04.05	PLASTIC WORD PAVEMENT MARKING (STRAIGHT ARROW)	EACH	1
(5) 716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	23.00
(5) 716-05.03	PAINTED PAVEMENT MARKING (CROSS-WALK)	L.F.	4600
(5) 716-05.04	PAINTED PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	600
(5) 716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	2400
(5) 716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	72
(5) 716-05.11	PAINTED PAVEMENT MARKING (STRAIGHT ARROW)	EACH	2
716-10.30	TRUNCATED DOME DETECTIBLE WARNING MAT	S.F.	224
(4) 716-12.01	ENHANCED FLATLINE THERMO PVM T MRKNG (4IN LINE)	L.M.	12.00
717-01	MOBILIZATION	LS	1
730-14.02	SAW SLOT	L.F.	2750
730-14.03	LOOP WIRE	L.F.	4200
803-01	SODDING (NEW SOD)	S.Y.	40

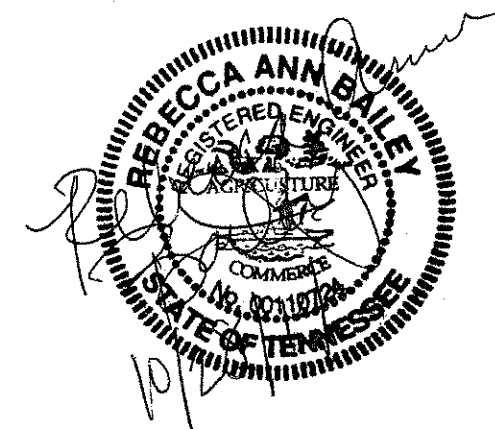
FOOTNOTES:

- (1) FOR REMOVAL OF EXISTING SIDEWALK IN VARIOUS LOCATIONS WITHIN THE PROJECT LIMITS. COULD ALSO INCLUDE OTHER LOCATIONS AS DIRECTED BY ENGINEER.
- (2) FOR REMOVAL OF EXISTING CURB CONCRETE CURB AND GUTTER AND THE MOUNTABLE MEDIAN CURB IN VARIOUS LOCATIONS WITHIN THE PROJECT LIMITS. COULD ALSO INCLUDE OTHER LOCATIONS AS DIRECTED BY ENGINEER.
- (3) QUANTITY INCLUDES
 2 END ROAD WORK (G20-2) 36"x18"
 4 UNEVEN LANES (W8-11) 36"x36"
 15 ROAD WORK AHEAD (W20-1) 36"x36"
 2 ROAD WORK 500 FT. (W20-1) 36"x36"
 2 RIGHT LANE CLOSED 500 FT. (W20-5) 36"x36"
 2 FLAGGER AHEAD (W20-7) 36"x36"
 2 FRESH OIL (W21-2) 36"x36"
 2 GROOVED PAVEMENT (W18-15) 36"x36"
- THIS CONSTRUCTION SIGNING IS TO BE AS A MINIMUM. USE ADDITIONAL SIGNS AS DIRECTED BY THE ENGINEER. SIGNS MAY NEED TO BE MOVED DURING DIFFERENT PHASES.
- (4) FOR FINAL PAVEMENT MARKING ONLY
- (5) FOR USE AS TEMPORARY LINE MARKINGS.
- (6) QUANTITIES SHOWN FOR THESE ITEMS ARE FOR THE INSTALLATION OF IMPROVEMENTS LISTED AT VARIOUS LOCATIONS THROUGH THE PROJECT AS DIRECTED BY THE ENGINEER.
- (7) INCLUDES 400 TONS FOR PATCHING AREAS.
- (8) INCLUDES 365 TONS FOR PAVING AT TURN-OUTS ON SIDE STREETS.
- (9) DRUMS TO BE USED IN CONJUNCTION WITH CONCRETE ITEMS AND WILL BE PAID FOR PER EACH AND SHALL BE RELOCATED AS NEEDED WITHOUT ADDITIONAL COMPENSATION.
- (10) TRAFFIC CONES (TDOT APPROVED) CAN BE USED DURING THE PAVING OPERATIONS AND SHALL BE INCLUDED AS PART OF THE TRAFFIC CONTROL ITEM
- (11) FOR INSTALLATION OF CONSTRUCTION SIGNS.

TYPE	YEAR	PROJECT NO.	SHEET NO.
RESURF.	2014	STP-M-5131(10)	2
DESIGN	2014	79LPLM-F1-323	2
ROW	2014	79LPLM-F2-324	2
CONST.	2014	79LPLM-F3-325	2

10/28/14 Revision:

- Item 712-04.01 Flexible drums quantity reduced. Footnote 9 added.
- Item 712-06. Footnote 10 added.
- Item 415-01.02 replaced with item 415-01.01. Quantity does not change as it was calculated in tons.
- Item 307-01.08. modified footnote 7 to remove "after milling" as patching will occur prior to milling.
- Item 711-13-01: Footnote 11 added.

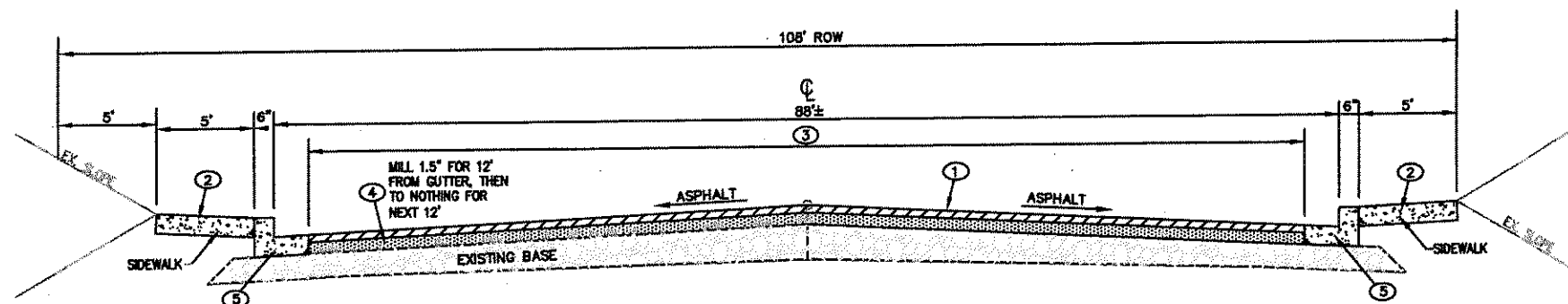


STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING

ESTIMATED
QUANTITIES

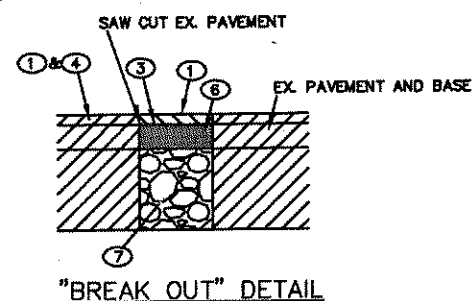
TYPE	YEAR	PROJECT NO.	SHEET NO.
RESURF.	2014	STP-M-5131(10)	3
DESIGN	2014	79LPLM-F1-323	3
ROW	2014	79LPLM-F2-324	3
CONST.	2014	79LPLM-F3-325	3

10/28/14 Revision: added "Break out" detail.
Added items 6 and 7 to Proposed pavement
schedule



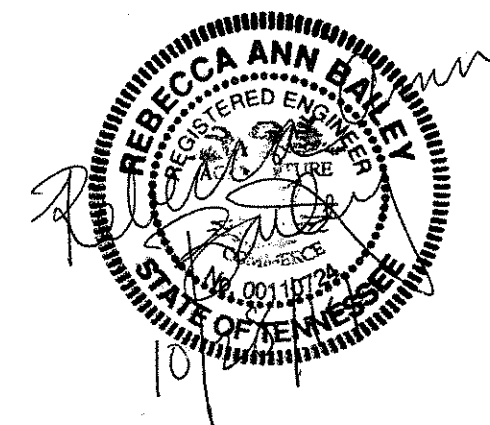
KIRBY WHITTEN PKWY (108' ROW) TYPICAL SECTION

FROM STA 520+50 (S. CITY LIMITS) TO 522+37
FROM STA 523+37 TO 538+87
FROM STA 539+71 TO 622+03 (BRIDGE)
FROM STA 623+76 (BRIDGE) TO 635+50



"BREAK OUT" DETAIL

NOTE: SUPERELEVATED ROADWAY
SECTIONS EXIST BASED ON THE SHEETS
ATTACHED FOR REFERENCE ONLY.



PROPOSED PAVEMENT SCHEDULE

① BITUMINOUS SURFACE @ 1.25" THICK (APPROX. 132.5 LB/SY) ITEM 411-02.10 ACS MIX (PG70-22) GRADING D	② CONCRETE SIDEWALK (4") ITEM 701-01.01 CONCRETE SIDEWALK (4")
③ TACK COAT FULL WIDTH OF ROADWAY @ 0.1 GAL/SY ITEM 403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC)	④ COLD PLANING AS SHOWN AT VARYING DEPTHS. ITEM 415-01.02 COLD PLANING BITUMINOUS PAVEMENT
⑤ COMBINED CURB & GUTTER ITEM 702-03 CONCRETE COMBINED CURB & GUTTER	⑥ BITUMINOUS COURSE (BINDER) @ 3.0" THICK ITEM 307-01.08 ASPHALT CONCRETE MIX (PG64-22) (BPMB-HM) GRADING B-M2
⑦ MINERAL AGGREGATE @ 10.0" THICK, TYPE 'B' BASE ITEM 303-02 MINERAL AGGREGATE, TYPE B BASE, GRADING C	

UTILITY TABLE

UTILITY	OWNER	ADDRESS	PHONE NUMBER
ELECTRIC	MEMPHIS, LIGHT, GAS, & WATER	TOM WORD 220 SOUTH MAIN STREET MEMPHIS, TN 38103	(901) 528-4186
WATER	CITY OF BARTLETT	W. R. McCLANAHAN 6382 STAGE ROAD BARTLETT, TN 38134	(901) 385-8499
GAS	MEMPHIS, LIGHT, GAS, & WATER	TOM WORD 220 SOUTH MAIN STREET MEMPHIS, TN 38103	(901) 528-4186
SEWER	CITY OF BARTLETT	W. R. McCLANAHAN 6382 STAGE ROAD BARTLETT, TN 38134	(901) 385-8499
PHONE	AT&T	DONALD ROE 315 E. COLLEGE ST. JACKSON, TN 38301	(731) 423-5037
CATV	COMCAST	REX MORRIS 5450 WINCHESTER ROAD MEMPHIS, TN 38115	(901) 365-1770

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING

TYPICAL SECTIONS
AND
PAVEMENT SCHEDULE

NOT TO SCALE

Packet Pg. 132

TENNESSEE D.O.T.
DESIGN DIVISION

FILE NO.

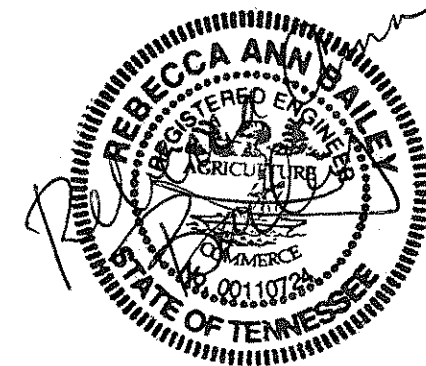
ESTIMATED ROADWAY QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
(1) 202-03	REMOVAL OF RIGID PAVEMENT, SIDEWALK, ETC. (AS DIRECTED BY THE ENGINEER)	S.Y.	3200
202-03.01	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1250
(2) 202-08.15	REMOVAL OF CURB AND GUTTER (AS DIRECTED BY THE ENGINEER)	L.F.	1500
303-02	MINERAL AGGREGATE, TYPE B BASE, GRADING C	TON	1200
(7) 307-01.08	ACM (PG64-22) GRADING B-M2	TON	550
403-01	BITUMINOUS MATERIAL FOR TACK COAT (TC)	TON	65
(8) 411-02.10	ACS MIX(PG70-22) GRADING D	TON	8800
415-01.02	COLD PLANING BITUMINOUS PAVEMENT	S.Y.	3750
611-01.20	ADJUSTMENT OF EXISTING MANHOLE	EACH	27
611-01.23	ADJUSTMENT OF EXISTING WATER AND GAS VALVE	EACH	14
(6) 701-01.01	CONCRETE SIDEWALK (4")	S.F.	25500
(6) 701-02	CONCRETE DRIVEWAY	S.F.	300
(6) 701-02.01	CONCRETE HANDICAP RAMP (RETROFIT)	S.F.	3,600
(6) 702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	90
712-01	TRAFFIC CONTROL	LS	1
712-04.01	FLEXIBLE DRUMS (CHANNELIZING)	EACH	900
(3) 712-06	SIGNS (CONSTRUCTION)	S.F.	310
712-08.03	ARROW BOARD (TYPE C)	EACH	2
713-11.01	"U" SECTION STEEL POSTS	LB	1000
(4) 716-02.03	PLASTIC PAVEMENT MARKING (CROSS-WALK)	L.F.	2300
(4) 716-02.04	PLASTIC PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	300
(4) 716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	1200
(4) 716-02.06	PLASTIC PAVEMENT MARKING (TURN LANE ARROW)	EACH	36
(4) 716-03.01	PLASTIC WORD PAVEMENT MARKING (ONLY)	EACH	4
(4) 716-04.05	PLASTIC WORD PAVEMENT MARKING (STRAIGHT ARROW)	EACH	1
(5) 716-05.01	PAINTED PAVEMENT MARKING (4" LINE)	L.M.	23.00
(5) 716-05.03	PAINTED PAVEMENT MARKING (CROSS-WALK)	L.F.	4600
(5) 716-05.04	PAINTED PAVEMENT MARKING (CHANNELIZATION STRIPING)	S.Y.	600
(5) 716-05.05	PAINTED PAVEMENT MARKING (STOP LINE)	L.F.	2400
(5) 716-05.06	PAINTED PAVEMENT MARKING (TURN LANE ARROW)	EACH	72
(5) 716-05.11	PAINTED PAVEMENT MARKING (STRAIGHT ARROW)	EACH	2
716-10.30	TRUNCATED DOME DETECTIBLE WARNING MAT	S.F.	224
(4) 716-12.01	ENHANCED FLATLINE THERMO PWT MRKNG (4IN LINE)	L.M.	12.00
717-01	MOBILIZATION	LS	1
730-14.02	SAW SLOT	L.F.	2750
730-14.03	LOOP WIRE	L.F.	4200
803-01	SODDING (NEW SOD)	S.Y.	40

FOOTNOTES:

- (1) FOR REMOVAL OF EXISTING SIDEWALK IN VARIOUS LOCATIONS WITHIN THE PROJECT LIMITS. COULD ALSO INCLUDE OTHER LOCATIONS AS DIRECTED BY ENGINEER.
- (2) FOR REMOVAL OF EXISTING CURB CONCRETE CURB AND GUTTER AND THE MOUNTABLE MEDIAN CURB IN VARIOUS LOCATIONS WITHIN THE PROJECT LIMITS. COULD ALSO INCLUDE OTHER LOCATIONS AS DIRECTED BY ENGINEER.
- (3) QUANTITY INCLUDES
- | | | | |
|----|---------------------------|----------|---------|
| 2 | END ROAD WORK | (G20-2) | 36"x18" |
| 4 | UNEVEN LANES | (W8-11) | 36"x36" |
| 15 | ROAD WORK AHEAD | (W20-1) | 36"x36" |
| 2 | ROAD WORK 500 FT. | (W20-1) | 36"x36" |
| 2 | RIGHT LANE CLOSED 500 FT. | (W20-5) | 36"x36" |
| 2 | FLAGGER AHEAD | (W20-7) | 36"x36" |
| 2 | FRESH OIL | (W21-2) | 36"x36" |
| 2 | GROOVED PAVEMENT | (W18-15) | 36"x36" |
- THIS CONSTRUCTION SIGNING IS TO BE AS A MINIMUM. USE ADDITIONAL SIGNS AS DIRECTED BY THE ENGINEER. SIGNS MAY NEED TO BE MOVED DURING DIFFERENT PHASES.
- (4) FOR FINAL PAVEMENT MARKING ONLY
- (5) FOR USE AS TEMPORARY LINE MARKINGS.
- (6) QUANTITIES SHOWN FOR THESE ITEMS ARE FOR THE INSTALLATION OF IMPROVEMENTS LISTED AT VARIOUS LOCATIONS THROUGH THE PROJECT AS DIRECTED BY THE ENGINEER.
- (7) INCLUDES 400 TONS FOR PATCHING AREAS AFTER MILLING.
- (8) INCLUDES 365 TONS FOR PAVING AT TURN-OUTS ON SIDE STREETS.

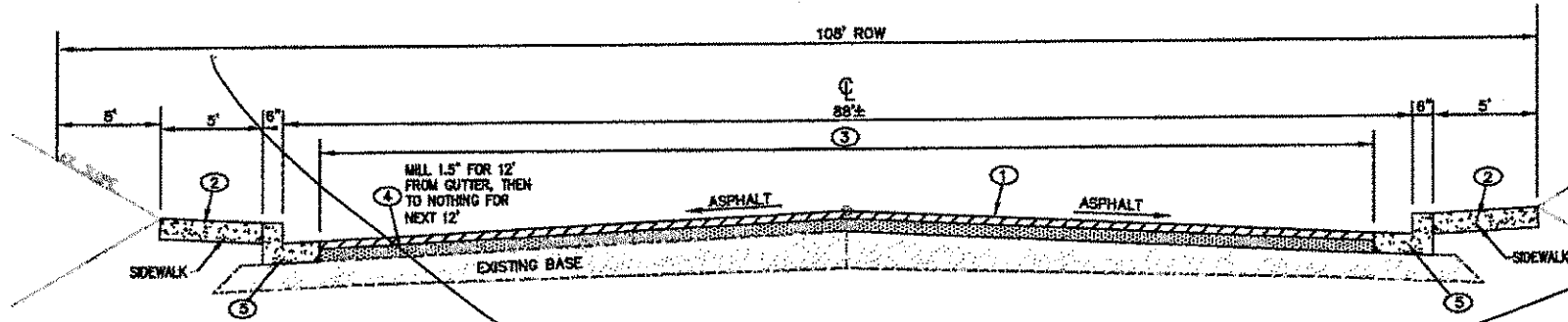
TYPE	YEAR	PROJECT NO.	SHEET NO.
RESURF.	2014	STP-M-5131(10)	2
DESIGN	2014	79LPLM-F1-323	2
ROW	2014	79LPLM-F2-324	2
CONST.	2014	79LPLM-F3-325	2



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING

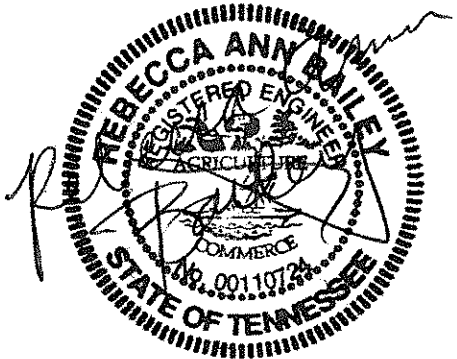
ESTIMATED
QUANTITIES

TYPE	YEAR	PROJECT NO.	SHEET NO.
RESURF.	2014	STP-M-5131(10)	3
DESIGN	2014	79LPLM-F1-323	3
ROW	2014	79LPLM-F2-324	3
CONST.	2014	79LPLM-F3-325	3



KIRBY WHITTEN PKWY (108' ROW) TYPICAL SECTION

FROM STA 520+58 (S. CITY LIMITS) TO 522+37
FROM STA 523+37 TO 538+87
FROM STA 539+71 TO 622+03 (BRIDGE)
FROM STA 623+76 (BRIDGE) TO 635+50



NOTE: SUPERELEVATED ROADWAY SECTIONS EXIST BASED ON THE SHEETS ATTACHED FOR REFERENCE ONLY.

PROPOSED PAVEMENT SCHEDULE

① BITUMINOUS SURFACE @ 1.25" THICK (APPROX. 132.5 LB/SY) ITEM 411-02.10 ACS MIX (PG70-22) GRADING D	② CONCRETE SIDEWALK (4") ITEM 701-01.01 CONCRETE SIDEWALK (4")
③ TACK COAT FULL WIDTH OF ROADWAY @ 0.1 GAL/SY ITEM 403-01 BITUMINOUS MATERIAL FOR TACK COAT (TC)	④ COLD PLANING AS SHOWN AT VARYING DEPTHS. ITEM 415-01.02 COLD PLANING BITUMINOUS PAVEMENT
⑤ COMBINED CURB & GUTTER ITEM 702-03 CONCRETE COMBINED CURB & GUTTER	

UTILITY TABLE			
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CATV	COMCAST	REX MORRIS 5450 WINCHESTER ROAD MEMPHIS, TN 38115	(901) 365-1770

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING

TYPICAL SECTIONS
AND
PAVEMENT SCHEDULE

NOT TO SCALE

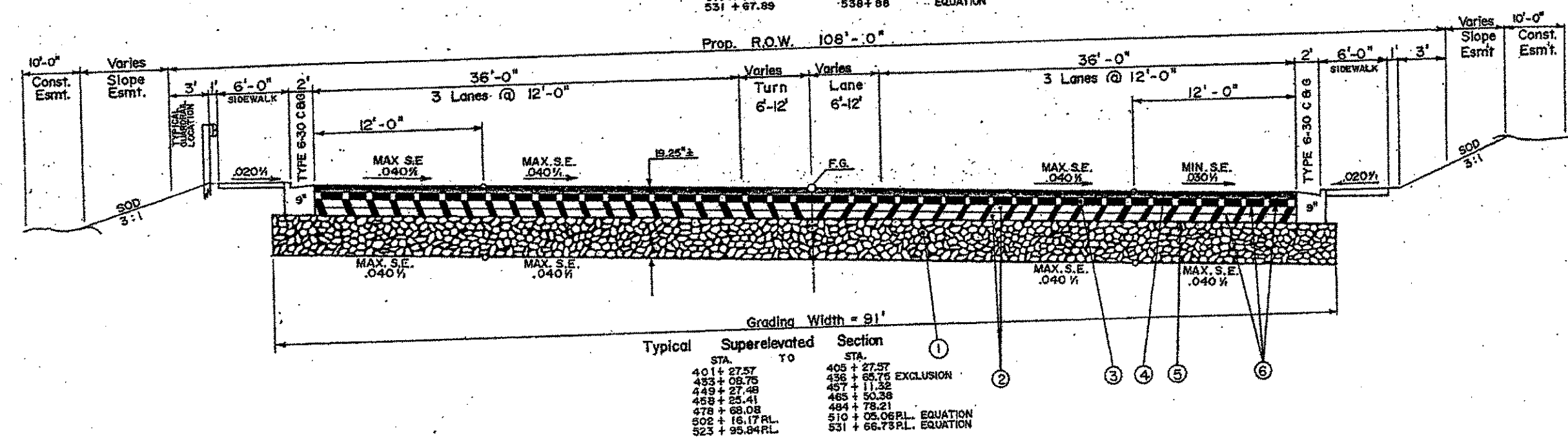
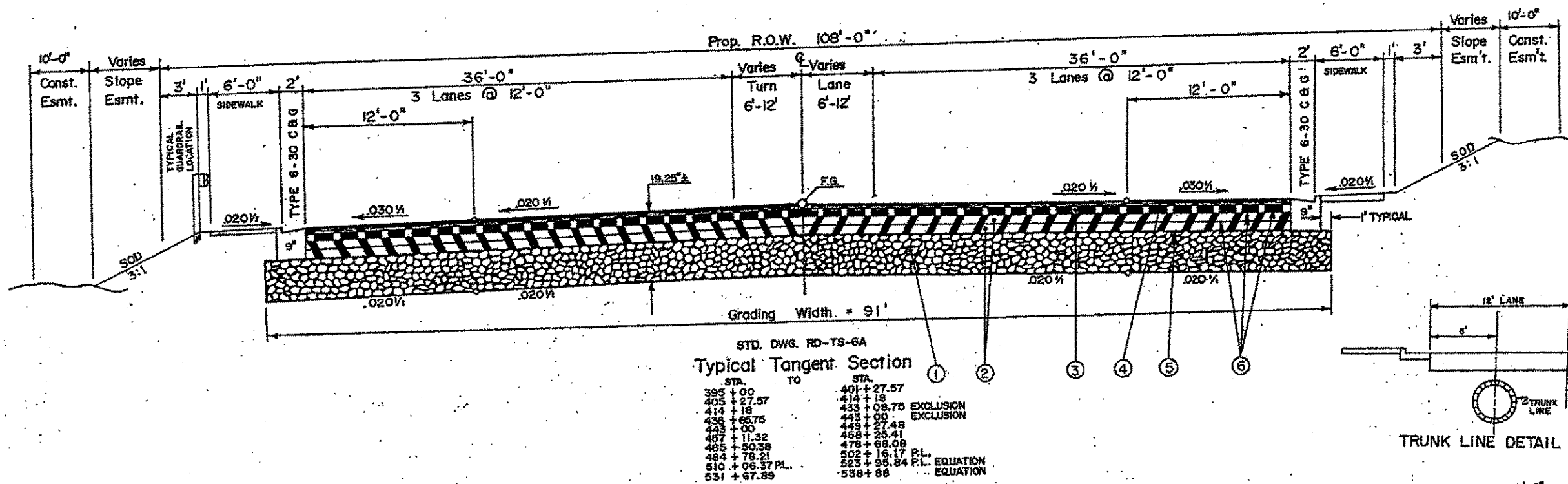
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Attachment: plan sheets with addendum 1 revisions (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

TYPE	YEAR	PROJECT NO.	6.1.e
R.O.W.	1993	IXA-STP-287(15)	2
CONST.	1995	IXA-STP-287(5)	2C
Resurf	2014	STP-M-513	4
		(10)	

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For Reference ONLY



PROPOSED PAVING SCHEDULE		
① MINERAL AGGREGATE BASE 10"± THICK (MAINLINE) MINERAL AGGREGATE BASE 8"± THICK (SIDE ROADS) 303-01 MINERAL AGGREGATE TYPE "A" BASE GRADING "D"	③ BITUMINOUS BINDER @ 2"± THICK 226± LBS./S.Y. 307-03.16 GRADING "B" MIXTURE (MODIFIED 2)(BINDER)	⑤ PRIME COAT 0.35 GAL./S.Y. 402-01 BITUMINOUS MATERIAL FOR PRIME COAT (P.C.) 402-02 AGGREGATE FOR COVER MATERIAL (P.C.)
② BITUMINOUS PLANT MIX BASE (HOT MIX) @ 3"± THICK 345 LBS./S.Y. 307-03.09 GRADING "A" MIXTURE (BLACK BASE) (2 LIFTS @ 3"± EACH)	④ BITUMINOUS SURFACING ROADWAY @ 1.25"± THICK 132.5± LBS./S.Y. 411-01.01 MINERAL AGGREGATE (ACS) GRADING "D" 411-01.02 ASPHALT CEMENT (ACS) GRADING "D"	⑥ TACK COAT 0.02 GAL./S.Y. 403-01 BITUMINOUS MATERIAL FOR TACK COAT (T.C.)

STATE OF TENNESSEE
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BUREAU OF PLANNING & DEVELOPMENT

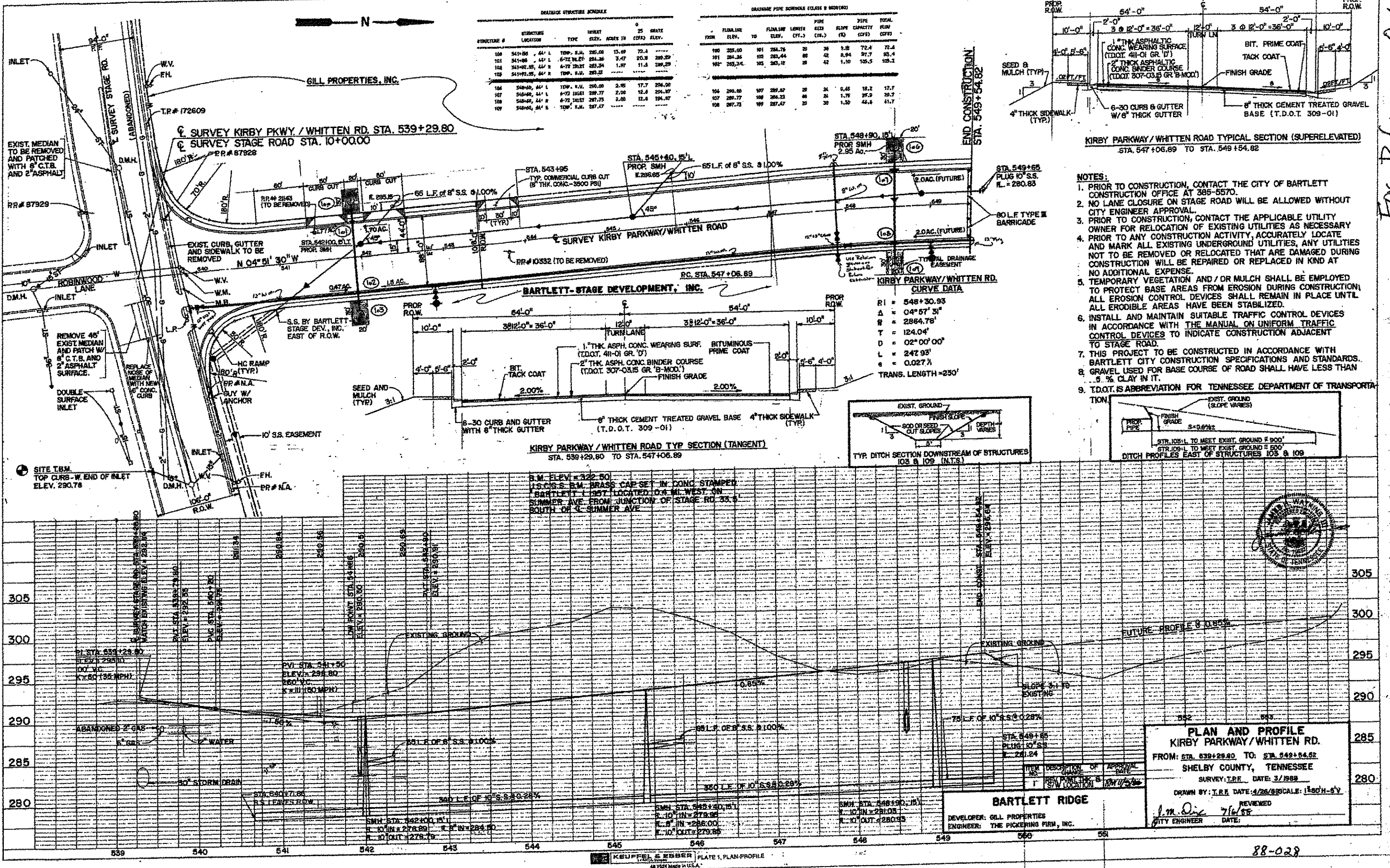
MAINLINE
TYPICAL
SECTION

KIRBY PKWY.

NOT TO SCALE

Attachment: plan sheets with addendum 1 revisions (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

For Reference Only

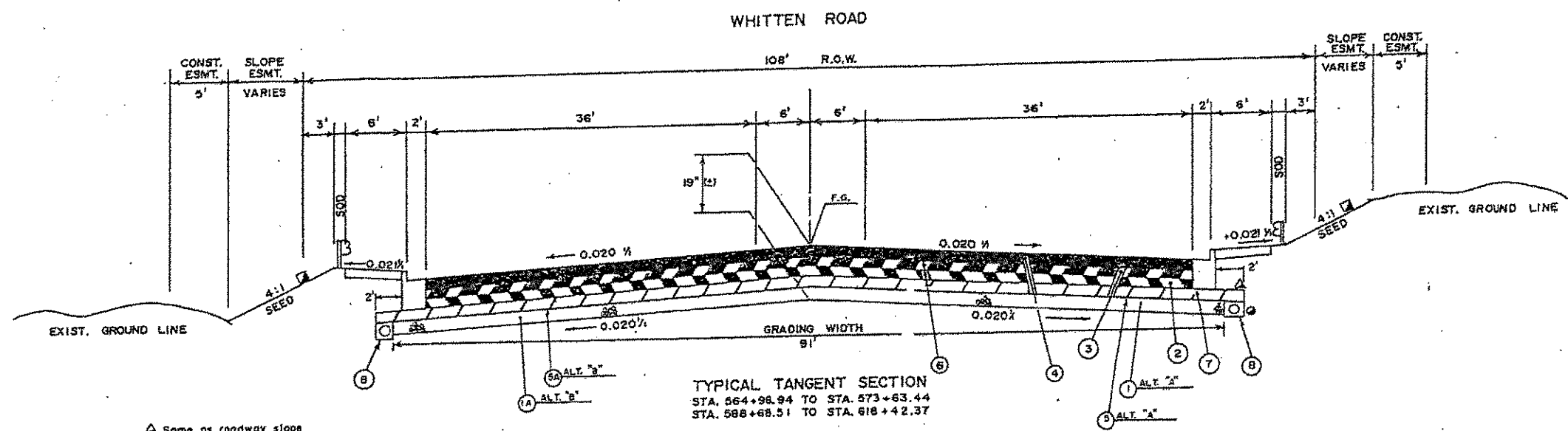


Attachment: plan sheets with addendum 1 revisions (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

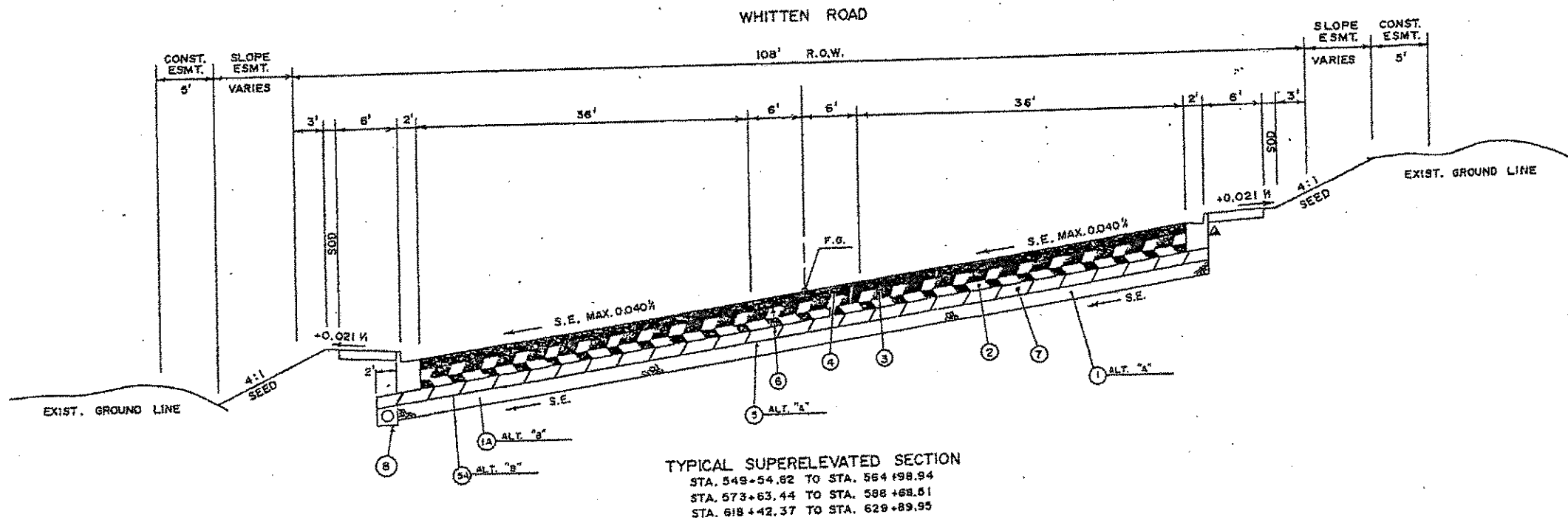
TYPE	YEAR	PROJECT NO.	NO.
R.O.W.	1989	IXA-287(3)	2
CONST.	1991	IXA-297(3)	28
Resurf STP.M-5131(10)			6

REV. 1-29-91: ADDED 1A AND 5A CODES TO TYPICAL SECTIONS FOR ALT. "B" PAVING.

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- ▲ Same as roadway slope
- See R-UD-2 Detail "D"
- ☑ All slopes greater than 4:1 shall be sodded



SEE SHEET 2C FOR PAVING SCHEDULE

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF PLANNING & DEVELOPMENT

TYPICAL
SECTIONS

NOT TO SCALE

Attachment: plan sheets with addendum 1 revisions (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)

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NOTE

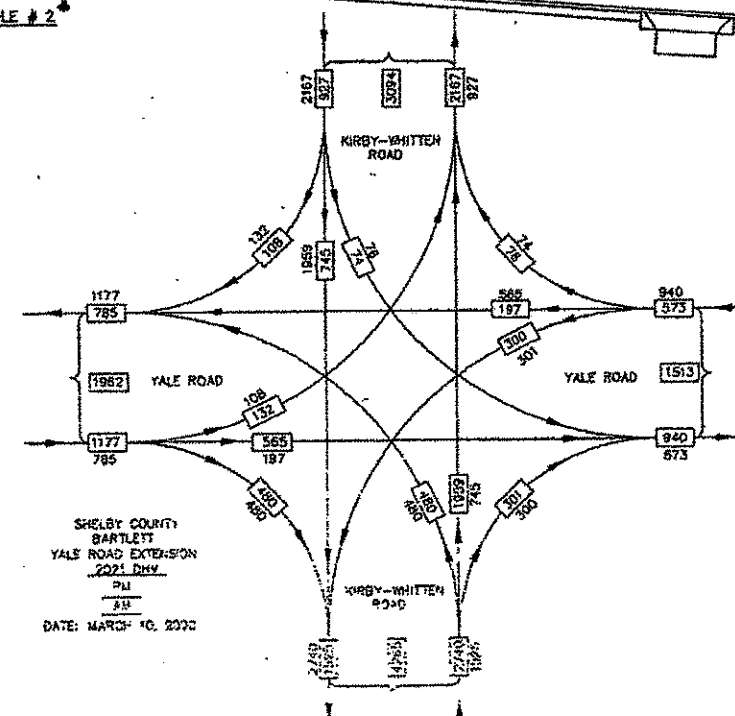
THE LOCAL UTILITY WILL PROVIDE ELECTRICAL SERVICE TO THE WEATHERHEAD AT THE TOP OF THE SIGNAL CLOSET TO THE TRAFFIC SIGNAL CONTROLLER. THE LOCAL UTILITY WILL PROVIDE THE COST FOR LABOR AND MATERIALS INVOLVED TO PROVIDE THE SERVICE, AS WELL AS METER AND/OR MEMBERSHIP FEES (IF APPLICABLE), TO THE T.O.C.T. REGIONAL UTILITIES OFFICE. THESE COSTS IF ANY WILL BE NOTED IN THE PLANS AND WILL BE INCLUDED IN THE CONTRACTOR'S BID PRICE FOR ITEM 730-1651. ELECTRICAL SERVICE CONNECTIONS, THE CONTRACTOR WILL MAKE IMMEDIATE APPLICATION FOR SERVICE AND INSTALLATION WITH THE LOCAL GOVERNMENTAL AGENCY AND THE LOCAL UTILITY.

(CONSTRUCTION)
79952-3732-54
BEG. PROJ. STP-M-2822(6)

STA. 10+39.16
N 344108.7306
E 822945.9315

LOCATIONS OF SIGNAL POLES ARE APPROXIMATE AND CAN BE ADJUSTED 5' TO 10' IN THE FIELD TO AVOID UTILITY CONFLICTS


R3-5(L)
24"X 30"
A



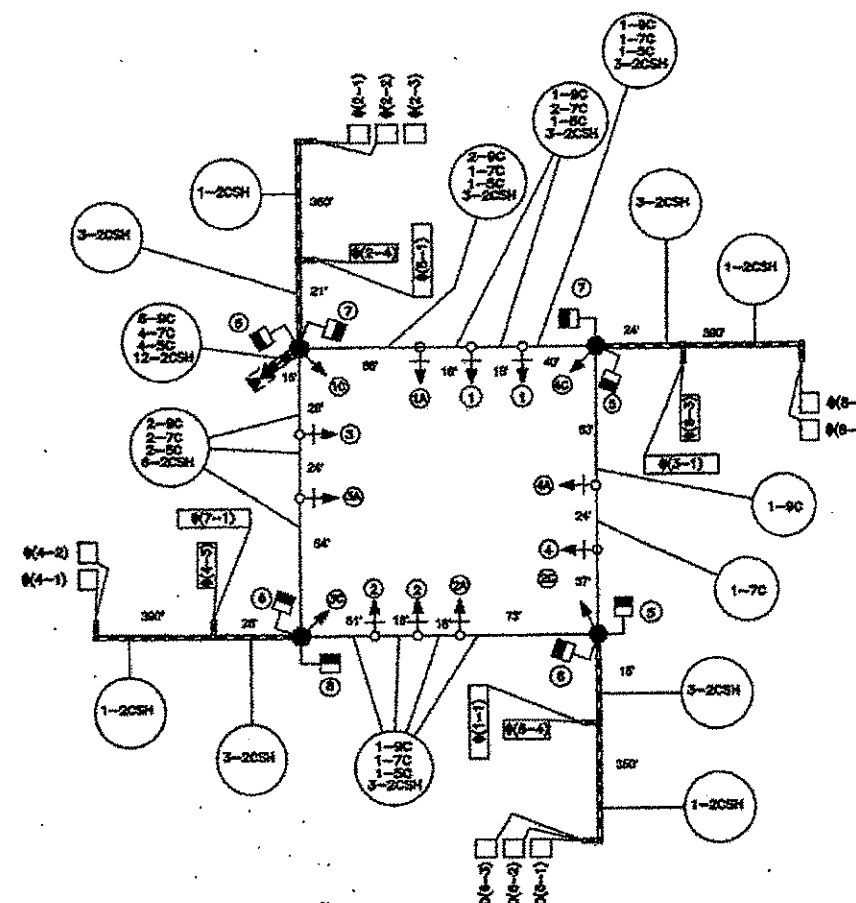
COORDINATES VALUES ARE
NAD/83 (1990), DATUM
ADJUSTED BY THE FACTOR OF
1.0001 AND TIED TO THE TERN

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF PLANNING & DEVELOPMENT

SIGNAL LAYOUT
INTERSECTION OF
YALE ROAD AT
KIRBY-WHITTEN ROAD

SCALE: 1" = 50'

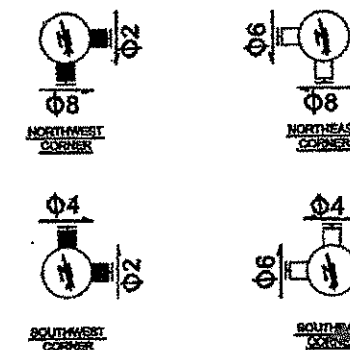
Page 8
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ONLY



Ø1 	Ø2 	Ø3 	Ø4 
Ø5 	Ø6 	Ø7 	Ø8 

YALE ROAD AT KIRBY-WHITTEN ROAD

LOOP WIRE CONNECTIONS SHALL BE WIRED TO PROVIDE THE APPROPRIATE INDUCTANCE AS REQUIRED BY STD. DWG. T-SG-3



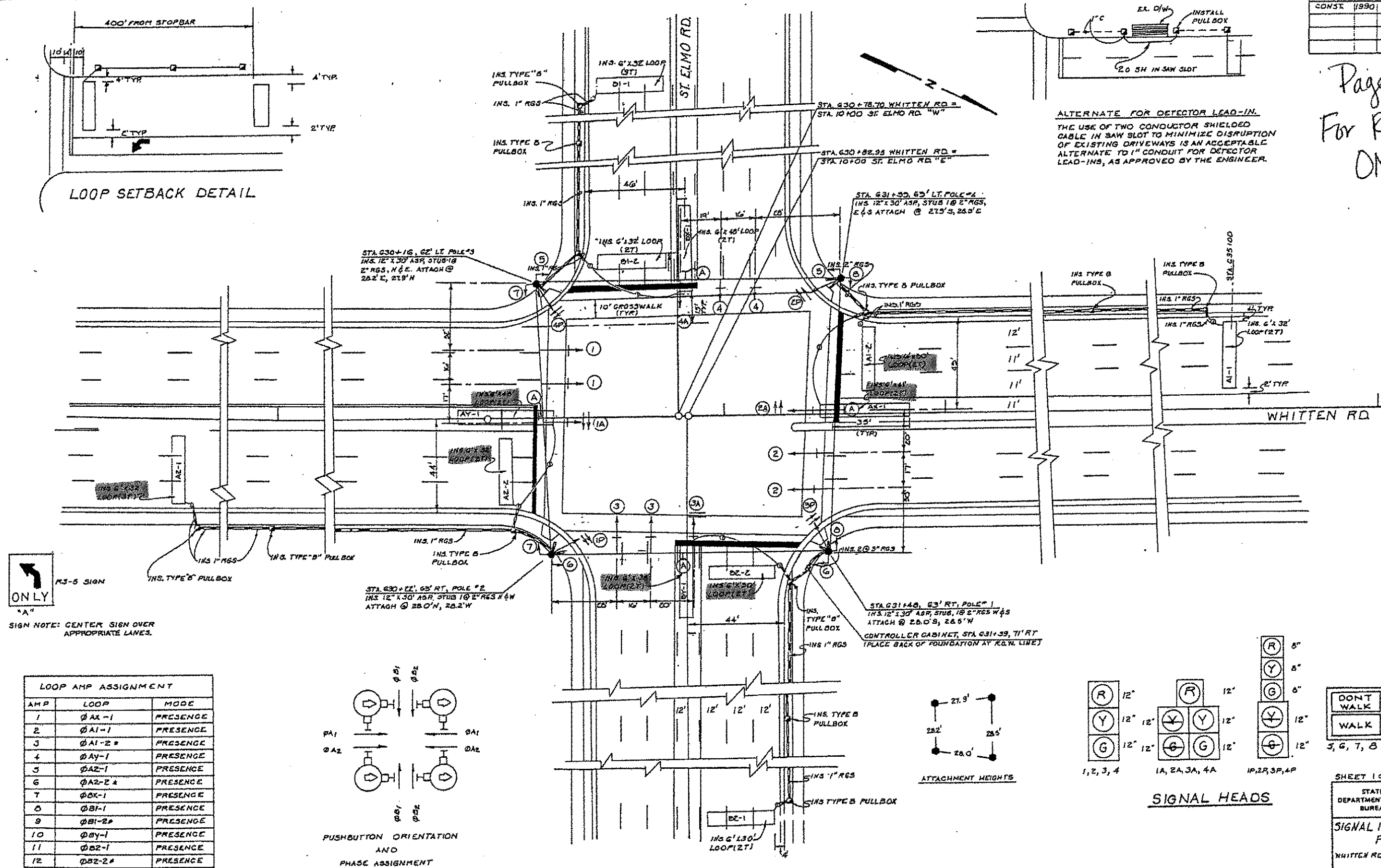
SIGNAL LAYOUT

SCALE: 1" = 50'

SIGNAL HEAD INDICATORS SHALL BE IN ACCORDANCE WITH THE LATEST REVISED "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", PUBLISHED BY U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION

6/30/2003

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GENERAL NOTES

GRADING

1. ANY AREA THAT IS DISTURBED OUTSIDE LIMITS OF CONSTRUCTION DURING THE LIFE OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.
2. THE CONTRACTOR SHALL NOT DISPOSE OF ANY MATERIAL EITHER ON OR OFF STATE-OWNED R.O.W. IN A REGULATORY FLOODWAY AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY WITHOUT APPROVAL BY SAME. ALL MATERIAL SHALL BE DISPOSED OF IN UPLAND (NON-WETLAND) AREAS AND ABOVE ORDINARY HIGH WATER OF ANY ADJACENT WATERCOURSE. THIS DOES NOT ELIMINATE THE NEED TO OBTAIN ANY OTHER LICENSES OR PERMITS THAT MAY BE REQUIRED BY ANY OTHER FEDERAL, STATE OR LOCAL AGENCY.

UTILITIES

3. THE LOCATIONS OF UTILITIES SHOWN WITHIN THESE PLANS ARE APPROXIMATE ONLY. EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD BY CONTACTING THE UTILITY COMPANIES INVOLVED. NOTIFICATION BY CALLING THE TENNESSEE ONE CALL SYSTEM, INC., AT 1-800-351-1111 AS REQUIRED BY TCA 65-31-108 WILL BE REQUIRED.
4. THE CONTRACTOR SHALL NOTIFY EACH INDIVIDUAL UTILITY OWNER OF HIS PLAN OF OPERATION IN THE AREA OF THE UTILITIES. PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL CONTACT THE UTILITY OWNERS AND REQUEST THEM TO PROPERLY LOCATE THEIR RESPECTIVE UTILITY ON THE GROUND. THIS NOTIFICATION SHALL BE GIVEN AT LEAST THREE (3) BUSINESS DAYS PRIOR TO COMMENCEMENT OF OPERATIONS AROUND THE UTILITY IN ACCORDANCE WITH TCA 65-31-108.

MISCELLANEOUS

5. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE AND RESET MAILBOXES WHERE AND AS DIRECTED BY THE ENGINEER.
6. NOTHING IN THE GENERAL NOTES OR SPECIAL PROVISIONS SHALL RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TOWARD THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND THE RESIDENTS ALONG THE PROPOSED CONSTRUCTION AREA.

PAVEMENT MARKINGS

TEMPORARY PAVEMENT MARKING ON INTERMEDIATE LAYERS

7. TEMPORARY PAVEMENT LINE MARKINGS ON INTERMEDIATE LAYERS OF PAVEMENT SHALL BE REFLECTIVE TAPE OR REFLECTORIZED PAINT INSTALLED TO PERMANENT STANDARDS BEFORE DARK HOURS. SHORT, UNMARKED SECTIONS SHALL NOT BE ALLOWED. THESE MARKINGS WILL BE MEASURED AND PAID FOR UNDER ITEM NO. 718-05.01 PAINTED PAVEMENT MARKINGS (4" LINE), LIN.MI.

IF THERMOPLASTIC IS USED

8. PERMANENT PAVEMENT LINE MARKINGS SHALL BE 4" ENHANCED FLATLINE THERMOPLASTIC INSTALLED TO PERMANENT STANDARDS AT THE END OF EACH DAY'S WORK. SHORT UNMARKED SECTIONS SHALL NOT BE ALLOWED. PAVEMENT MARKINGS WILL BE MEASURED AND PAID FOR UNDER ITEM 718-12.01, ENHANCED FLATLINE THERMO PVMT MRKNG (4IN LINE), L.M. THE CONTRACTOR SHALL HAVE THE OPTION OF USING REFLECTORIZED PAINT INSTALLED TO PERMANENT STANDARDS AT THE END OF EACH DAY'S WORK AND THEN INSTALLING THE PERMANENT MARKINGS AFTER THE PAVING OPERATION IS COMPLETED. THE TEMPORARY MARKINGS FOR THE FINAL SURFACE WILL NOT BE MEASURED AND PAID FOR DIRECTLY, BUT THE COSTS ARE TO BE INCLUDED IN THE PRICE FOR THE PERMANENT MARKINGS.

PAVEMENT

PAVING

9. THE CONTRACTOR SHALL BE REQUIRED TO PAVE IN THE DIRECTION OF TRAFFIC.
10. THE CONTRACTOR SHALL BE REQUIRED TO COLD PLANE AND PAVE IN THE DIRECTION OF TRAFFIC.

RESURFACING

11. WHERE DIRECTED BY THE TDOT ENGINEER, THE CONTRACTOR SHALL BE REQUIRED TO SHAPE PUBLIC SIDE ROADS, BUSINESS ENTRANCES, NO PRIVATE DRIVES, AS WELL AS CLEANING OF EXISTING DRAINS BEFORE PLACING MATERIALS. ALL COSTS ARE TO BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.
12. ALL PUBLIC SIDE ROADS SHALL BE PAVED ONE PAYER WIDTH THROUGH THE INTERSECTION AS A MINIMUM. A SATISFACTORY TRANSITION FROM THE NEW PAVEMENT TO THE EXISTING GRADE OF THE INTERSECTING PUBLIC ROAD OR BUSINESS ENTRANCE SHALL BE PROVIDED. SHOULD THE PAVEMENT OF THE INTERSECTING PUBLIC ROAD BE DISTRESSED, THE RESURFACING WIDTH MAY BE INCREASED TO THE NORMAL RIGHT OF WAY LANE.
13. ON CURB AD GUTTER SECTIONS, PUBLIC ROAD INTERSECTIONS SHALL BE RESURFACED TO THE END OF RADIUS. A SATISFACTORY TRANSITION FROM THE NEW PAVEMENT TO THE EXISTING GRADE OF THE INTERSECTING PUBLIC ROAD SHALL BE PROVIDED.
14. ON URBAN TYPICAL SECTIONS, (CURB AND GUTTER), RESIDENTIAL DRIVEWAYS AND BUSINESS ENTRANCES SHALL A MINIMUM WIDTH OF MATERIAL NOT LESS THAN ONE FOOT USED HE TRANSITION TO FEATURE THE PAVEMENT EDGE.
15. IN ALL CASES, THE LENGTH OF THE PAVEMENT TRANSITION, THE THICKNESS AND WIDTH OF THE RESURFACING AND ANY ADDITIONAL PAVEMENT MATERIALS SHALL BE A DIRECTED BY THE TDOT ENGINEER.

SIGNALIZATION

16. IF RESURFACING IS INCLUDED IN THE PROJECT, SIGNAL DETECTION LOOPS SHALL BE INSTALLED BEFORE THE FINAL SURFACE IS APPLIED.
17. THE PROJECT ENGINEER SHALL BE RESPONSIBLE FOR SUPPLYING THE CONTRACTOR WITH AS BUILT SIGNAL PLANS AT THE PRE-CONSTRUCTION CONFERENCE. THESE PLANS WILL PROVIDE THE CONTRACTOR WITH THE DESIRED LOCATION FOR DETECTOR LOOP REPLACEMENT

18. LOOP REPLACEMENT SHALL BE IN ACCORDANCE WITH SECTION 730 OF THE STANDARD WARNINGS.

CONSTRUCTION WORK ZONE & TRAFFIC CONTROL

19. ADVANCED WARNING SIGNS SHALL NOT BE DISPLAYED MORE THAN FORTY-EIGHT(8) HOURS BEFORE PHYSICAL CONSTRUCTION BEGINS. SIGNS MAY BE ERECTED UP TO ONE WEEK BEFORE NEEDED IF THE SIGN FACE IS FULLY COVERED.
20. IF THE CONTRACTOR MOVES OFF THE PROJECT, HE SHALL COVER OR REMOVE ALL UNNEEDED SIGNS AS DIRECTED BY THE ENGINEER. COSTS OF REMOVAL, COVERING, AND REINSTALLING SIGNS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT ALL COSTS SHALL BE INCLUDED IN THE ORIGINAL UNIT PRICE BID FOR ITEM NO 712-06, SIGNS (CONSTRUCTION) PER SQUARE FOOT.
21. A LONG TERM BUT SPORADIC USE WARNING SIGN, SUCH AS A FLAGGER SIGN MAY REMAIN IN PLACE WHEN NOT REQUIRED PROVIDED THE SIGN FACE IS FULLY COVERED.
22. TRAFFIC CONTROL DEVICES SHALL NOT BE DISPLAYED OR ERECTED UNLESS RELATED CONDITIONS ARE PRESENT NECESSITATING WARNING.
23. THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK ANY VEHICLES OR CONSTRUCTION EQUIPMENT DURING PERIODS OF INACTIVITY, WITHIN THIRTY (30) FEET OF THE EDGE OF PAVEMENT WHEN THE LANE IS OPEN TO TRAFFIC UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1600 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1600 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. PRIVATELY OWNED VEHICLES SHALL NOT BE ALLOWED TO PARK WITHIN THIRTY (30) FEET OF A OPEN TRAFFIC LANE AT ANY TIME UNLESS PROTECTED AS DESCRIBED ABOVE FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1600 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1600 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. WHERE SETBACK, THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER'S APPROVAL TO USE THEM.
24. ALL DETOUR AND CONSTRUCTION SIGNING SHALL BE IN STRICT ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

EROSION PREVENTION AND SEDIMENT CONTROL

25. THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT LITTER, CONSTRUCTION DEBRIS, AND CONSTRUCTION WASTES FROM ENTERING WATERS OF THE STATE/U.S.
26. THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS TO ENSURE THAT PETROLEUM PRODUCTS OR OTHER CHEMICAL POLLUTANTS ARE PREVENTED FROM ENTERING WATERS OF THE STATE/U.S. ALL EQUIPMENT REFUELING, SERVICING, AND STAGING AREAS SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDINANCES, INCLUDING THOSE OF THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA). APPROPRIATE CONTAINMENT MEASURES FOR THESE AREAS SHALL BE USED. ALL SPILLS MUST BE REPORTED TO THE APPROPRIATE AGENCY, AND MEASURES SHALL BE TAKEN IMMEDIATELY TO PREVENT THE POLLUTION OF WATERS OF THE STATE/U.S., INCLUDING GROUNDWATER, SHOULD A SPILL OCCUR.

SPECIAL NOTES

PAVEMENT
RESURFACING

27. THE CONTRACTOR IS TO PROVIDE A MINIMUM OF TWO FLAGGERS AS DIRECTED BY THE ENGINEER.
28. TRAFFIC WILL BE ALLOWED TO TEMPORARILY DRIVE ON THE MILLED SURFACE OF THE ROADWAY UNDER THE FOLLOWING CONDITIONS ONLY:
 - A. THE MILLED SURFACE IS FINE TEXTURED. THE FINE TEXTURE SHALL BE OBTAINED BY A MILLING MACHINE UTILIZING A MILLING HEAD WITH TEETH SPACING $\frac{3}{8}$ OR LESS OPERATING AT LESS THAN 80 FEET PER MINUTE.
 - B. THE SURFACE SHALL BE SWEEPED AND CLEANED OF ALL LOOSE MATERIALS.
 - C. THE DIFFERENCE IN ELEVATION BETWEEN THE MILLED SURFACE AND THE ADJACENT LANE SHALL NOT EXCEED $1\frac{1}{2}$ INCHES.
 - D. THE MILLED SURFACE SHALL BE PAVED WITHIN 48 HOURS.
 - E. RAIN OR INCLEMENT WEATHER IS NOT EXPECTED OR FORECASTED WITHIN 48 HOURS AFTER MILLING.
 - F. ALL APPLICABLE SIGNING IS INSTALLED IN ACCORDANCE WITH THE MUTCD. SIGNING SHALL INCLUDE MOTORCYCLE WARNING SIGNS (TN-64) PLACED IN ADVANCE OF ANY MILLED AREAS.
 - G. IF RAVELING OR DETERIORATION OF THE MILLED SURFACE IS OCCURRING WHILE TRAFFIC IS DRIVING ON THE MILLED SURFACE, THEN THIS PRACTICE WILL NOT BE ALLOWED AND PAVING SHALL BE COMPLETED IMMEDIATELY AFTER MILLING.
 - H. ONLY ONE LANE IN EACH DIRECTION SHALL HAVE A MILLED SURFACE AT ONE TIME.
29. IF EXISTING HIGHWAY SIGNS ARE DAMAGED DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR WILL BE REQUIRED TO REPAIR OR REPLACE THE DAMAGED SIGNS AT HIS OWN EXPENSE.
30. THE CONTRACTOR WILL TAKE EXTREME CARE WHERE WORKING AROUND EXISTING GUARDRAIL TO AVOID DAMAGE. ANY DAMAGED GUARDRAIL WILL BE REPLACED OR REPAIRED AT HIS OWN EXPENSE.
31. ALL STRUCTURES (DRAINAGE STRUCTURES, MANHOLES, UTILITY BOXES, ETC.) SHALL HAVE A FINISHED GRADE COMPATIBLE WITH THE FINISHED GRADE OF THE ROADWAY.
32. SURFACE TO BE CROWNED AS DIRECTED BY THE ENGINEER.
33. PRIVATE DRIVES AND FIELD ENTRANCES WILL BE PAVED THE SHOULDER WIDTH PLUS UP TO THREE FEET LIP OFF.
34. THE CONSTRUCTION SIGNS, FLAGMEN AND OTHER TRAFFIC CONTROL DEVICES WILL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC

CONTROL DEVICES.

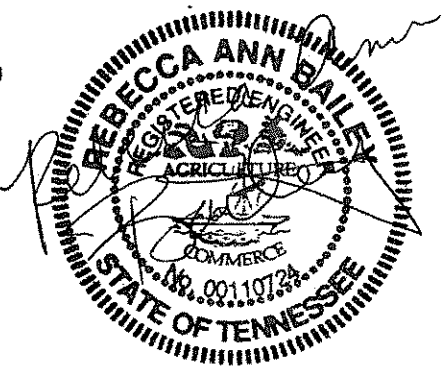
35. ONE ADVANCE ROAD CONSTRUCTION AHEAD SIGN IS TO BE PLACED ON ALL SIDE ROADS PRIOR TO THEIR INTERSECTION WITH THE PROPOSED PROJECT. LOCATION TO BE DETERMINED IN THE FIELD BY THE ENGINEER OR CONTRACTORS SUPERINTENDENT.
36. THE CONTRACTOR IS TO PROVIDE THE LAYOUT OF ALL EXISTING PAINTED PAVEMENT MARKINGS BEFORE BEGINNING THE RESURFACING PROJECT. EXISTING MARKINGS SHALL BE REFERENCED AS NEEDED TO INSURE THAT ALL NEW MARKINGS ARE REPLACED IN THEIR CORRESPONDING LOCATIONS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
37. DURING COLD PLANING OPERATION, A MINIMUM OF ONE LANE OF TRAFFIC IN EACH DIRECTION WILL REMAIN OPEN.
38. AFTER ANY COLD PLANING OPERATION, TEMPORARY STRIPING WILL BE REQUIRED BEFORE RETURNING TRAFFIC ONTO EXCAVATED ROADWAY. AT CLOSE OF DAILY OPERATION ALL UTILITY COVERS, RIMS AND BOXES AS WELL AS CATCHBASINS IN THE TRAVELED WAY SHALL BE LEFT IN A SAFE CONDITION. UNDER NO CIRCUMSTANCES SHALL ANYTHING BE LEFT IN SUCH A HAZARDOUS CONDITION AS TO CAUSE DAMAGE TO VEHICLES OR ACCIDENTS. THE CONTRACTOR SHALL ACCEPT FULL RESPONSIBILITY FOR ANY DAMAGE TO VEHICLES OR PERSONAL INJURIES RESULTING FROM HIS FAILURE TO EITHER DEFINE THE LOCATION OR PROJECT THE OBSTACLE BY RAMPING AROUND IT WITH BITUMINOUS MATERIAL.
39. THE CONTRACTOR SHALL COMPLY WITH SECTION 712 OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION REGARDING TEMPORARY TRAFFIC CONTROL AND THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

PAVEMENT EDGE DROP-OFF TRAFFIC CONTROL NOTES

- A. DIFFERENCES IN ELEVATION BETWEEN ADJACENT TRAFFIC LANES OR TRAFFIC LANE AND SHOULDER WHERE THE TRAFFIC LANE IS BEING USED BY TRAFFIC, CAUSED BY BASE, PAVING OR RESURFACING:
 1. DIFFERENCES IN ELEVATION BETWEEN ADJACENT ROADWAY ELEMENTS GREATER THAN 0.75 INCH AND NOT EXCEEDING 2 INCHES:
 - a. WARNINGS SIGNS, UNEVEN PAVEMENT (WB-11) AND/OR SHOULDER DROP-OFF (WB-8A), SHALL BE PLACED IN ADVANCE OF AND THROUGHOUT THE EXPOSED AREA. MAXIMUM SPACING BETWEEN SIGNS SHALL BE 2,000 FEET WITH A MINIMUM OF 2 SIGNS PER EXPOSED AREA. WHERE UNEVEN PAVEMENT IS ENCOUNTERED, SIGNS SHALL BE PLACED ON EACH SIDE OF THE ROADWAY.
 - b. DIFFERENCES IN ELEVATION BETWEEN ADJACENT TRAFFIC LANES BEING UTILIZED BY TRAFFIC CAUSED BY ADDED PAVEMENT SHALL BE ELIMINATED WITHIN THREE WORKDAYS.
 - c. DIFFERENCES IN ELEVATION BETWEEN ADJACENT TRAFFIC LANES BEING UTILIZED BY TRAFFIC CAUSED BY COLD PLANING SHALL BE ELIMINATED WITHIN THREE WORKDAYS.
 - d. WHEN THE DIFFERENCE IN ELEVATION IS BETWEEN THE TRAFFIC LANE BEING UTILIZED BY TRAFFIC AND SHOULDER THE DIFFERENCE IN ELEVATION SHALL BE ELIMINATED WITHIN SEVEN WORKDAYS AFTER THE CONDITION IS CREATED.
 2. DIFFERENCES IN ELEVATION BETWEEN ADJACENT ROADWAY ELEMENTS GREATER THAN 2 INCHES AND NOT EXCEEDING 6 INCHES. TRAFFIC IS NOT TO BE ALLOWED TO TRAVERSE THIS DIFFERENCE IN ELEVATION.
 - a. SEPARATION SHALL BE ACCOMPLISHED BY DRUMS, BARRICADES OR OTHER APPROVED DEVICES IN ACCORDANCE WITH THE FOLLOWING:
 - (1) WHERE POSTED SPEEDS ARE 60 MPH OR GREATER, SPACING OF THE PROTECTIVE DEVICES SHALL NOT EXCEED 100 FEET.
 - (2) WHERE POSTED SPEEDS ARE LESS THAN 60 MPH, THE MAXIMUM SPACING OF THE PROTECTIVE DEVICES IN FEET SHALL NOT EXCEED TWICE THE POSTED SPEED IN MILES PER HOUR OR 50 FEET, WHICHEVER SPACING IS GREATER.
 - b. IF THE DIFFERENCE IN ELEVATION IS ELIMINATED OR DECREASED TO 2 INCHES OR LESS BY THE END OF EACH WORKDAY, CONES MAY BE USED DURING DAYLIGHT HOURS IN LIEU OF DRUMS, BARRICADES OR OTHER APPROVED PROTECTIVE DEVICES MENTIONED IN PARAGRAPH A, PROVIDED WARNING SIGNS ARE ERECTED. WARNING SIGNS (UNEVEN PAVEMENT AND/OR LOW SHOULDER) SHALL BE PLACED IN ADVANCE OF AND THROUGHOUT THE EXPOSED AREA. MAXIMUM SPACING BETWEEN SIGNS THE EXPOSED AREA. MAXIMUM SPACING BETWEEN SIGNS SHALL BE 2,000 FEET WITH A MINIMUM OF 2 SIGNS PER EXPOSED AREA. WHERE UNEVEN PAVEMENT IS ENCOUNTERED, SIGNS SHALL BE PLACED ON EACH SIDE OF THE ROADWAY.
 - c. WHEN THE DIFFERENCE IN ELEVATION IS BETWEEN THE THROUGH TRAFFIC LANE AND THE SHOULDER AND THE ELEVATION DIFFERENCE IS LESS THAN 3.5 INCHES, THE CONTRACTOR MAY USE WARNING SIGNS AND/OR PROTECTIVE DEVICES AS APPLICABLE AND APPROVED BY THE ENGINEER. SEE PARAGRAPH a REGARDING USE OF DRUMS, BARRICADES OR OTHER APPROVED PROTECTIVE DEVICES. WARNING SIGNS (UNEVEN PAVEMENT AND/OR LOW SHOULDER) WILL BE PLACED IN ADVANCE OF AND THROUGHOUT THE EXPOSED AREA. MAXIMUM SPACING BETWEEN SIGNS SHALL BE 2,000 FEET WITH A MINIMUM OF 2 SIGNS PER EXPOSED AREA. WHERE UNEVEN PAVEMENT IS ENCOUNTERED, SIGNS SHALL BE PLACED ON EACH SIDE OF THE ROADWAY.

IN THESE SITUATIONS, THE CONTRACTOR SHALL LIMIT HIS OPERATIONS TO ONE WORK ZONE NOT EXCEEDING 2 MILES IN LENGTH UNLESS OTHERWISE NOTED ON THE PLANS OR APPROVED BY THE ENGINEER. ONCE THE CONTRACTOR BEGINS WORK IN A WORK ZONE, A CONTINUOUS OPERATION SHALL BE MAINTAINED UNTIL THE DIFFERENCE IN ELEVATION IS ELIMINATED. SIMULTANEOUS WORK ON SEPARATE ROADWAYS OF DIVIDED HIGHWAYS WILL BE CONSIDERED INDEPENDENTLY IN REGARD TO RESTRICTION OF WORK ZONE ACTIVITY.

TYPE	YEAR	PROJECT NO.	SHEET NO.
RESURF.	2014	STP-M-5131(10)	10
DESIGN	2014	79LPLM-F1-323	10
ROW	2014	79LPLM-F2-324	10
CONST.	2014	79LPLM-F3-325	10



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING

GENERAL AND
SPECIAL NOTES

Becky Bailey

From: Lauren Gaines <Lauren.Gaines@tn.gov>
Sent: Friday, November 14, 2014 9:08 AM
To: Becky Bailey
Cc: Whitney Sullivan; Matt Burcham; Erin Brake; Richard Adkisson; John S. Taylor; Michael Welch; Mitch Blankenship; Charles Rychen; Scott Pate; Amanda Marrs; Ross Sherwood
Subject: PIN 119685.00 - Bid Tabs Concurrence

Becky,

I am pleased to announce that TDOT has concurred with **Lehman Roberts Company of Memphis, TN** for the amount of **\$1,504,241.50** as the lowest responsive bidder. You are hereby approved to inform them they are the lowest responsive bidder and to set up the mandatory pre-construction meeting. This pre-construction meeting must be held in a location with a landline telephone so that TDOT personnel can attend by telephone.

At this mandatory pre-construction meeting you are required to have in attendance a representative from TDOT's Materials & Test Division. Please contact Mitch Blankenship at (731) 935-0215 or via e-mail at Mitch.Blankenship@tn.gov. He will need a copy of the final design plans, the detailed cost estimate, and the awarded contractor's bid book before the pre-construction meeting. Also, you will need to invite a representative from Region 4 Construction Office to the pre-construction meeting. Michael Welch at the Region office can be reached at (731) 935-0204 or via e-mail at Michael.Welch@tn.gov. He needs a copy of the final design plans, the detailed cost estimate, and the awarded contractor's bid book prior to the pre-construction meeting. In addition, please also contact Erin Brake with the Headquarters Materials and Tests at (615) 350-4116 or via e-mail at Erin.Brake@tn.gov. Each of these contacts needs a minimum 14 day notice in advance of the pre-construction meeting.

Electronic PDF's I must have for my information include:

1. The letter that is sent to the contractor advising them they are the successful bidder.
2. The notice to proceed to the contractor and the date the contractor actually starts work on the project site.
3. The contract between the City and the contractor.
4. Please see the Local Programs homepage for the required DBE forms on the project.

Have a great day!

Lauren E. Gaines

Local Program Development Office

TENNESSEE DEPARTMENT OF TRANSPORTATION
 Suite 600 James K Polk Building, 505 Deaderick Street
 Nashville, TN 37243-0349
 [P] 615.253.8526
lauren.gaines@tn.gov

RAGAN-SMITH ASSOCIATES, INC.
 315 Woodland Street
 Nashville, TN 37206-0700
 [P] 615.244.8591
lgaines@ragansmith.com

Attachment: tdot bid approval (1388 : Bid for STP Kirby Whitten Parkway Resurfacing Project)



Board of Mayor and Aldermen

6400 Stage Road
Bartlett, TN 38134

ADOPTED

AGENDA ITEM

Meeting: 12/09/14 07:00 PM

Department: Engineering

Category: Bid

Prepared By: Becky Bailey

Department Head: Rick McClanahan

Bid for Kirby-Whitten Resurfacing Asphalt and Concrete Testing Project.

Estimates for the Surface Transportation Program's (STP) Kirby Whitten Resurfacing Project Asphalt and Concrete Testing were requested from three Tennessee Department of Transportation (TDOT)-approved local testing companies. The testing companies that were sent requests for quotes are as follows:

PSI
Geotechnology, Inc.
Burns Cooley Dennis, Inc.

We received two complete quotes (one incomplete) for the **STP Kirby Whitten Resurfacing Project Asphalt and Concrete Testing**. The apparent low quote was from PSI, **\$37,872.11**. Based on the quotes submitted, I recommend awarding this to PSI. The quotes received have been reviewed by the Consultant/Contract review committee and they concluded that PSI has submitted the lowest and best quote and recommend the City of Bartlett award this asphalt and concrete testing contract to PSI in the quote amount of **\$37,872.11** Plus an additional amount of **\$20,000.00** for additional testing requirements that may need to be added during construction for a total not to exceed **\$57,872.11**. PSI is familiar with TDOT testing requirements for local program project and has performed work for the City of Bartlett on other projects.

Funding is available in **Account 311.48311.780.4465, Kirby Whitten Paving**.

Bidder	Total Base Bid
PSI	\$37,872.11
Geotechnology	\$40,121.60
Burns Cooley Dennis	\$2,500.00 - Incomplete Bid

A copy of the quote from PSI is located in the Alderman's Conference Room for review. This document has also been attached to this MinuteTraq file.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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



October 10, 2014

Wade Towles, P.E.
 Assistant City Engineer
 City of Bartlett Engineering Department
 6382 Stage Road
 Bartlett, TN 38134-3739

Subject: Construction Materials Testing and Inspection Services
 Kirby Whitten Resurfacing Project
 Bartlett, Shelby County, Tennessee
 PSI Proposal 0501- 135843

Dear Mr. Towles:

Professional Service Industries, Inc. (PSI) is pleased to submit the following proposal for providing construction materials testing and inspection services for the referenced project.

This proposal includes a summary of our understanding of the project needs, an outline of our proposed scope of work, and unit rates applicable for the performance of these activities. As requested, we have also provided a total estimated cost based on anticipated construction schedules. Our total estimated costs are computed from an estimated construction schedule, and do not include retest or delays in work due to others. These items will be charged as extras in accordance with our outlined unit rates. Our services on this project will be performed pursuant to the PSI General Conditions, a copy of which is attached to this proposal.

Thank you for your consideration of PSI and we look forward to working with you on this project.

Respectfully Submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Blake Marotti
 Project Manager

Jonathan Limbaugh
 Department Manager

Matthew J. Odom, P.E.
 District Manager

1.0 PROJECT APPROACH

As requested, PSI will provide experienced technical personnel and the required testing procedures for the completion of the proposed resurfacing in accordance with the project specifications.

1.1 Project Scheduling

At this time no schedule has been provided to PSI, therefore; we have estimated that the construction will have duration of approximately 3 months. PSI will coordinate through you or your designated site contact on scheduling the following services.

The Scope of Services requested includes testing and inspection associated with the following areas of work:

- Bituminous Concrete – Monitor QC Plant Personnel & Acceptance Testing
- Cast-in-Place Concrete – Monitor and Test the Placement of Concrete.

1.2 Project Staffing

In order to manage the proposed facility PSI will provide a Project Manager to serve as the central point of contact who will be responsible for the day-to-day operations, reviewing and submitting test reports, and coordinating field inspection personnel.

The day-to-day operations will be monitored by a PSI experienced inspectors (technician). Our technicians are able to perform inspections, required tests, and coordinate with PSI's project manager on any additional services required.

1.3 Laboratory Services

Our Memphis, TN facility has the capability to perform a wide range of sample testing in accordance with ASTM or AASHTO standards and Tennessee Department of Transportations. Due to the close proximity of the project to our Memphis Facility the required laboratory services will be conducted within our Memphis Facility. The anticipated laboratory testing procedures will include:

- Compressive Strength Testing of Concrete
- Bulk Specific Gravity (AASHTO T-166)

If the project requires additional test please inform PSI.

1.4 Field Services

At this time, PSI's on site technician will observe the personnel at the asphalt plant performing tests in accordance with AASHTO and TDOT specifications and the contractor Quality Control Plan. We will also perform acceptance testing at our laboratory facility and perform field and laboratory testing of cast in place concrete. PSI will likely be requested to perform several other services that are listed in the fee



schedule. These services can be coordinated through our on site technician or directly through our Project Manager.

The following is a summary of the scope of work that PSI is to provide for this project. PSI can provide additional test out side to of the following as requested.

1.4.1 Bituminous Material

- (1) Prior to Construction test aggregate material for Fracture Face Count.
- (2) Observe Contractor sampling and testing daily sample(s) in accordance with TDOT 407.02(D) at the Contractor's laboratory facility.
 - (a) Daily Sample(s) shall be split with Contractor and PSI.
 - (b) PSI will store a portion of the daily sample(s) at our facility until acceptance of the project.
- (3) Perform Acceptance testing of daily sample(s) in accordance with TDOT 407.20-B.3.
 - (a) PSI will verify and observe the Contractor performing a complete set of tests according to Quality Control plan on samples both in AM and PM.
 - (b) PSI will perform AASHTO T-30 (Gradation) and AASHTO T-164 (Asphalt Content) at the contractor's lab. Possible multiple test if day placement exceeds 500 tons.
 - (c) PSI will perform daily stripping test during placement.
 - (d) PSI will perform LOI on surface mix only each day of placement.
- (4) Test Core sample(s) obtained by the Contractor to determine Bulk Specific Gravity in accordance with AASHTO T-166 for density acceptance purposes.
- (5) PSI can perform other asphalt testing on the contractors' Quality Control plan at the Engineer's discretion (i.e. extraction by centrifuge, stability, flow, voids, max density, theoretical density).
- (6) PSI will assist Gresham Smith Field personnel in monitoring the milling and asphalt placement at the site utilizing a TDOT Certified Roadway Inspector.

1.4.2 Cast-In-Place Concrete

- (1) Perform visual observation and sampling/testing of plastic concrete during placement. Our technician will be present during the duration of the entire concrete placement.
- (2) Our testing for placements shall be at the specified rate of one test, four cylinder specimens per test, every 50 cubic yards of concrete placed per day.
 - (a) PSI will cast specimens, 6"x12", according to AASHTO and ACI specifications.
 - (b) Conduct tests to determine the slump, air content, unit weight and temperature of the plastic concrete.
 - (c) Provide locations at which samples were obtained and any additional pertinent information.
 - (d) Cure test cylinders in accordance with AASHTO, ACI, and project specification requirements.



- (e) Conduct compressive strength tests of the concrete test specimens in accordance with AASHTO, ACI, and project specifications.
 - i. Cylinder Testing Frequency: One (7-day), Two (28-day), One (56-day)

2.0 FEES

2.1 Overview

At this stage in the project's development a detailed schedule was not provided to PSI; however, based upon a previous resurfacing project the estimated timeline to provide our testing and inspection services is approximately 3 months. The following information is assumptions based on previous projects.

2.2 Basis for Total Fees

Our total fee is based on the following information:

- 1) Estimated time frame (duration) for construction – 3 months
- 2) Bituminous placement will not exceed 500 tons per day.
- 3) Our Field Representatives will be required to be on site a maximum of 8 hours per day during bituminous placement.
- 3) All labor, materials and administrative costs associated with completing the quantity of work described in PSI's Fee Proposal.

If any of these assumptions or incomplete please inform PSI immediately, therefore, the proper adjustments to the Schedule of Service & Fees can be made.

2.3 Schedule of Services & Fees

A listing of anticipated services based on the construction schedule portal to portal from our Memphis, TN facility can be found below. Associated unit rates and total estimated costs for construction testing services for the project are provided below. It is assumed that our technicians will perform multiple tasks on a daily basis.

Kirby Whitten Resurfacing Project
PSI Proposal 0501-135843

October 10, 2014

ASPHALT

CLASSIFICATION	MAN-HOUR RATE	MAN-HOURS	TOTAL LABOR COST
Field Technician, Senior Roadway Inspector	25.39	120	\$ 3,046.80
Field Technician, Senior Plant Inspector	25.39	100	\$ 2,539.00
Senior Engineer	37.50	20	\$ 750.00
SUBTOTAL DIRECT LABOR			\$ 5,605.00
OVERHEAD	170.08%		\$ 9,532.98
SUBTOTAL			\$ 15,137.98
PROFIT	12.50%		\$ 1,892.25
DIRECT COSTS (See itemization Below)			\$ 3,012.90
PROPOSED ASPHALT COMPENSATION			\$ 20,043.13

Estimated Direct Costs

Premium portion of overtime salary	None	\$ 0.00
Travel (Inspection)	20 Days @ \$ 27.00/day	\$ 540.00
Travel (Inspection)	12 Days @ \$ 24.00/day	\$ 288.00
Density Acceptance (Cores)	30 specimens @ \$ 22.83 ea	\$ 684.90
Volumetric Properties	10 samples @ \$ 150.00 ea	\$ 1,500.00
SUBTOTAL		\$ 3,012.90



CONCRETE

CLASSIFICATION	MAN-HOUR RATE	MAN-HOURS	TOTAL LABOR COST
Field Technician, Senior Roadway Inspector	25.39	200	\$ 5,078.00
SUBTOTAL DIRECT LABOR			\$ 5,078.00
OVERHEAD	170.08%		\$ 8,636.65
SUBTOTAL			\$ 13,714.65
PROFIT	12.50%		\$ 1,714.33
DIRECT COSTS (See itemization Below)			<u>\$ 2,400.00</u>

PROPOSED CONCRETE COMPENSATION **\$ 17,828.98**

Estimated Direct Costs

Premium portion of overtime salary	None	\$ 0.00
Concrete Test Cylinders	200 specimens @ \$ 12.00 ea	<u>\$ 2,400.00</u>

SUBTOTAL \$ 2,400.00

PROPOSED TOTAL COMPENSATION **\$ 37,872.11**

Note: 1) Senior Field Technician is separated into key personnel.
2) All hours worked in excess of 8 hours per day (includes travel) Monday through Friday, weekends, nights and holidays will be billed at a rate of 1.5 times the regular rate.

3.0 LIMITATION

PSI proposes to provide technical personnel to perform the testing and inspection services in accordance with your request. It is also proposed to accomplish the work on a unit price basis in accordance with the above quoted unit rates. PSI's fees will be determined by the actual amount of services provided for this project. PSI has no control over the project schedule. Therefore, the contractor's schedule, design changes, weather, and other factors outside our control directly affect our fee. Our services are limited to those services proposed above and will be governed by the terms presented in the attached General Conditions. Additional and/or unanticipated services will be quoted upon request.



October 10, 2014

4.0 AUTHORIZATION

If this proposal meets with your approval, please sign and return one copy. When returning the proposal, please complete appropriate portions of the attached Project Information Sheet so that your file can be properly established.

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you on this project. If you should have any questions concerning this proposal, please contact our office.

Attachments: Project Information Sheet
 Schedule of Fees and Services
 General Conditions

AGREED TO THIS _____ DAY OF _____, 2014

SIGNATURE: _____ TITLE: _____

PRINT NAME: _____

FIRM: _____



Kirby Whitten Resurfacing Project
PSI Proposal 0501-135843

October 10, 2014

PROJECT INFORMATION											
Project Name:		P.O. No.:	PSI File No.:								
Project Engineer:		Phone:									
Client Contact:		Phone:									
Contractor:											
Site Contact:		Site Phone:	Site Fax:								
Project Location:											
Invoicing Address:											
City	State	Zip	Att'n:								
CC'S Address:		Address:									
Att'n:		Att'n:									
Address:		Address:									
Att'n:		Att'n:									
CONCRETE SPECIFICATIONS:											
Mold 1 Set of _____ Cylinders every _____											
Mold 1 Set of _____ Beams every _____											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: left;">CYLINDER BREAKS:</td> </tr> <tr> <td style="width: 50%;">_____ @ _____ Days</td> <td style="width: 50%;">_____ @ _____ Days</td> </tr> <tr> <td>_____ @ _____ Days</td> <td>_____ @ _____ Days</td> </tr> <tr> <td>_____ @ _____ Days</td> <td>_____ @ _____ Days</td> </tr> </table>				CYLINDER BREAKS:		_____ @ _____ Days	_____ @ _____ Days	_____ @ _____ Days	_____ @ _____ Days	_____ @ _____ Days	_____ @ _____ Days
CYLINDER BREAKS:											
_____ @ _____ Days	_____ @ _____ Days										
_____ @ _____ Days	_____ @ _____ Days										
_____ @ _____ Days	_____ @ _____ Days										
Slump Requirements: _____ Inches to _____ Inches											
Air Content Requirements: _____ % to _____ %											
SOIL COMPACTION SPECIFICATIONS:											
	Soil Type	% Compaction	Moisture Range Percent of Optimum								
	Structural										
	Paving										
	Landscaping										
_____ % Relative Density Req'd		Material Type: _____									
Remarks:											
PROFESSIONAL SERVICE INDUSTRIES, INC.											

Attachment: testing quote from PSI (1389 : Bid for STP Kirby Whitten Resurfacing Project Testing)



Professional Service Industries, Inc.
Schedule of Services and Fees * Construction Materials Testing
Effective January 2014

LABORATORY TESTING SERVICES**Concrete and Aggregates**

Laboratory testing of concrete (normal weight and lightweight), grout and mortar cylinders, beams and/or cubes in accordance with ASTM procedures and project specifications:

a. Concrete Compression Test and Reserve Cylinders	Each	\$ 12.00
b. Flexural Strength of Concrete Test (Beams)	Each	\$ 40.00
c. Compressive Strength of Cubes, and Reserve Cubes	Each	\$ 12.00
Sieve Analysis of Aggregates	Each	\$ 75.00
Testing of Aggregates for Mix Design (Absorption, Gradation, Specific Gravity, Unit Weight, Fineness modulus)...	Per Sample	\$ 265.00
Proportioning and Preparation of Concrete Mix Design One Point Trial Batch	Each	\$ 425.00
Concrete Mix Design Review for Compliance to ACI or ASTM Standards	Each	\$ 250.00
Preparation of Cores	Each	\$ 35.00

Soils

Moisture/Density Relationship of Soil (Proctor Test):

a. ASTM D-698 (Standard) and ASTM D558 (Soil Cement)	Each	\$ 145.00
b. ASTM D-1557 (Modified)	Each	\$ 180.00
c. Relative Density Determination	Each	\$ 165.00
Atterberg Limits Determination (PI)	Each	\$ 60.00
Material Finer Than #200 Sieve	Each	\$ 60.00
Sample Preparation for Proctor/Relative Density	Each	\$ 35.00
Molding Soil Cement Specimen	Each	\$ 45.00
Soil Cement Pat Compressive Strength Test	Each	\$ 15.00
Permeability Test (Remolded)	Each	\$ 325.00

Asphaltic Concrete Testing

a. Mix Design Review for Compliance to Project Specifications	Each	\$ 280.00
b. Stability, Flow and Specific Gravity ASTM D1559 & D2726	Per set	\$ 155.00
c. Extraction and Gradation ASTM D2172 & C136	Each	\$ 150.00
d. Coring and Density of Asphalt Cores (minimum 3 per trip)	Each	\$ 85.00

FIELD TESTING SERVICES

Engineering Technician to Perform:

a. Concrete Placement Inspection		
b. Molding of Concrete Cylinders		
c. Asphaltic Concrete Field Testing		
d. Field Compaction Testing		
e. Sample/Cylinder Pick-Up(outside Memphis area)	Per Hour	\$ 77.14

Senior Engineering Technician to Perform:

a. Concrete/Asphalt Batch Plant Inspection		
b. Drilled Pier, Pile and/or Foundation Inspection		
c. Soil Cement or Lime Stabilization Inspection		
d. Shallow Footing and Subgrade Inspection		
e. Reinforcement Steel Placement Inspection		
f. Post-Tension Inspection		
g. Masonry Inspection		
h. Fire-Proofing Inspection	Per Hour	\$ 77.14



Kirby Whitten Resurfacing Project
PSI Proposal 0501-135843

October 10, 2014

Technical Services

Engineering Services for contract administration, scheduling, test evaluation report review, laboratory and field inspection and consultation.

Staff Engineer/Project Manager.....	Per Hour	\$ 86.59
Senior Engineer/Senior Project Manager.....	Per Hour	\$ 113.94

Remarks

Fees can be quoted on a project specific basis.

Services and fees not listed above will be quoted upon request.

\$24.00 per day local vehicle and mileage charge, mid-size truck.

\$27.00 per day local vehicle and mileage charge, full-size truck.

A minimum of 24 hours is requested for scheduling and/or cancellation of field services.

A transportation charge of \$0.52 per mile and a per diem charge of \$100.00 per day, per person will be added, if applicable (outside greater Memphis area).

The prices listed above include up to 3 copies of the report distributed and mailed in accordance with your instructions. Additional copies will be billed at the rate of \$0.50 per sheet.

Solvent disposal \$30.00 per sample (Extraction of Asphalt).

An overtime rate of 1.5 times the hourly rate is applicable for services performed in excess of 8 hours per day and/or before 8:00 AM or after 5:00 PM Monday through Friday and for all hours worked on weekends and holidays.

Field technician services will be invoiced a minimum of 4 hours, portal to portal.

Overnight mail service will be provided at Cost +15%.



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal. Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services PSI is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed document between the parties, regardless of the terms of such agreement. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
10. **ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.**
11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in DuPage County, Illinois, or the Federal Court for the Northern District of Illinois.
16. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
17. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 12/09/14 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Purchase of Property for Fletcher Creek Greenway Bike & Pedestrian Trail.

The City is in the process of acquiring Right of Way for the construction of a bike and pedestrian trail along Fletcher Creek. This trail will run across 9,857 square feet of ION Media Networks property. An appraisal was performed to acquire the property and an appraisal value was set at \$25,037. The City will be responsible for 20 percent of the value (\$5,007) and federal funds will be paying the balance of \$20,030.

Please authorize the Director of Engineering to make a written offer to ION Media for \$25,037 with funding available in Account 311.48311.770.451.

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

**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 12/09/14 07:00 PM

Department: Engineering

Category: Purchase

Prepared By: Dena Hathaway

Department Head: Rick McClanahan

Replace Well 2 at Water Treatment Plant #4.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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



November 21, 2014

via email gengstrand@cityofbartlett.org

City of Bartlett
3585 Altruria
Bartlett, TN 38135
Attn: Greg Engstrand

RE: PUMP REPAIRS GERMANTOWN ROAD PLANT PUMP 112917

Dear Greg,

Layne Christensen Company has recently completed the pulling and inspection of the above mentioned pump. We will need to replace two column pipe, two oil tubing assemblies, seven shafts, seven shaft bearings, and two combination couplings. All of the rubber bearings in the combination couplings will also need to be replaced. The pump bowl needs to be rebuilt. This will require a new bowl shaft, oil seals, bowl bearings, and wear rings. The column and suction pipe will need to be recoated inside and out and the oil tubing will need to be coated on the outside only.

Our crew noticed signs of biofilm on the pipe and oil tubing. The well and pump are also full of iron. We recommend brushing the well casing and screen and chemically treating the well at this time while the pump is out.

Our material and cost breakdown to do the recommended repairs is as follows.

1 – Run and meg 125HP motor	\$ 200.00
1 – 2-1/2" x 1-1/2" tension bearing with o-ring	\$ 485.00
2 – 10" x 9' 9-5/8" TBE column pipe	\$ 1,400.00
2 – 2-1/2" x 1-1/2" oil tube/shaft assemblies	\$ 1,450.00
7 – 1-1/2" x 10' T&C C1045 lineshafts	\$ 1,715.00
7 – 2-1/2" x 1-1/2" lineshaft bearings	\$ 595.00
2 – 10" x 3" combination couplings	\$ 1,250.00
18 – 3" x 2-1/2" rubber bearings	\$ 432.00
1 – 1-15/16" x 64-3/4" stainless steel bowl shaft turned to 1-1/2"	\$ 516.00
2 – Bowl oil seals	\$ 30.00
3 – Intermediate bowl bearings	\$ 504.00
1 – Suction nozzle bowl bearing	\$ 139.00
3 – Bronze bowl wear rings	\$ 750.00
L.S. – Misc. nuts, bolts, gaskets, paint, oil, permatex, etc.	\$ 350.00
Coat column, oil tubing, and suction pipe	\$11,100.00
Shop labor to tear down, clean, assemble, and paint pump	\$ 2,100.00

WATER RESOURCES

Machine shop labor to make repairs to pump	\$ 2,700.00
Brush well casing and chemically treat well	\$28,500.00
Labor to set pump back and test	<u>\$ 5,880.00</u>
TOTAL REPAIR COST	\$60,096.00

The materials should take 2-3 weeks to arrive from the vendor. Once received we will need to have the pipe coated. The brushing of the well casing and chemical treatment of the well will take an estimated 4-5 days to complete. The City of Bartlett will be responsible for supplying a manhole to dispose of the neutralized chemicals.

Thank you for allowing us to quote you on these repairs. Please let us know if you have any questions or need any further information.

Sincerely,

Steve Anderson

Steve Anderson
Project Manager
Layne Christensen Company



**Board of Mayor and Aldermen**

6400 Stage Road
Bartlett, TN 38134

ADOPTED**AGENDA ITEM**

Meeting: 12/09/14 07:00 PM

Department: Police

Category: Purchase

Prepared By: Penny Medlock

Department Head: Gary Rikard

Purchase ammunition for police.

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

MOVER: Jack Young, Vice Mayor

SECONDER: Emily Elliott, Alderman

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

Quote



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

Order Number: 0105912
Order Date: 12/3/2014

Salesperson: 0020
Customer Number: TNBART

Sold To:

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

Ship To:

Bartlett Police Department
3730 Appling Road
Oscar May
Bartlett, TN 38133

Customer P.O.	Ship VIA	F.O.B.	Terms			
	0		Net 20 days			
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
FEDXM193	CASE	68.00	0.00	0.00	167.00	11,356.00
XM193 5.56mm 55gr FMJ			Whse: 000	DropShip: N		
500 RDS PER CASE						
FEDT223A	CASE	12.00	0.00	0.00	369.00	4,428.00
T223A .223 55gr Hi-Shok SP			Whse: 000	DropShip: N		
500 RDS PER CASE						
SPE53918	CASE	18.00	0.00	0.00	289.00	5,202.00
53918 .357Sig 125gr GDHP			Whse: 000	DropShip: N		
1000 RDS PER CASE						
SPE53919	CASE	77.00	0.00	0.00	279.00	21,483.00
53919 .357Sig 125gr TMJ			Whse: 000	DropShip: N		
1000 RDS PER CASE						
FEDAE9AP	CASE	4.00	0.00	0.00	199.00	796.00
AE9AP 9mm 124gr FMJ			Whse: 000	DropShip: N		
1000 RDS PER CASE						
FEDP9HST1	CASE	1.00	0.00	0.00	299.00	299.00
P9HST1 9mm 124gr HST HP			Whse: 000	DropShip: N		
1000 RDS PER CASE						
FEDLE132-00	CASE	6.00	0.00	0.00	119.00	714.00
LE132-00 12ga 9 Pellet 00-Buck Tactical			Whse: 000	DropShip: N		
250 RDS PER CASE						
FEDLE127-RS	CASE	2.00	0.00	0.00	129.00	258.00
LE127-RS 12ga 1oz Slug Tactical			Whse: 000	DropShip: N		
250 RDS PER CASE						

Net Order: 44,536.00
Less Discount: 0.00
Freight: 0.00
Sales Tax: 0.00
Order Total: 44,536.00

Attachment: Gulf States Ammo Quote (1398 : Departmental Ammunition Purchase)

Rifle (Ball)					
Qual	80 x 90	7,200	Plus 20%	8,640	8,500
Practice	40 x 90	3,600	x 12	43,200	20,000
Refresh	50 x 109	0		0	0
SWAT Pract	40 x 10	400	x 12	4,800	4,800
SWAT Qual	60 x 10	600			600
				Total	33,900
	68 x 500 =	34,000		Ordered	68 x \$167 = \$ 11,356.00
Rifle (soft)					
Carry	50 x 109 =	5,450			5,450
SWAT	50 x 10 =	500			500
				Total	5,950
	12 x 500 =	6,000		Ordered	12 x \$369 = \$ 4,428.00
Pistol GD .357					
Qual	60 x 140 =	8,400	Plus 10%	9,240	9,240
Carry	37 x 140 =	5,180			5,180
239 Qual	60 x 33 =	1,980			1,980
239 Carry	22 x 33 =	726			726
				Total	17,126
	18 x 1000	18,000		Ordered	18 x \$289 = \$ 5,202.00
Pistol (Ball) .357					
Low Light/Tran	110 x 140 =	15,400	Plus 10%	16,940	17,000
Practice/Monthly	100 x 140 =	14,000	x 12	168,000	60,000
				Total	77,000
	77 x 1000 =	77,000		Ordered	77 x \$279 \$ 21,483.00
9mm Ball					
SWAT	3 x 1000	3,000			3,000
CPA	1 x 1000	1,000			1,000
				Total	4,000
	4 x 1,000 =	4,000		Ordered	4 x \$199 = \$ 796.00
9mm HST					
SWAT	1 x 1,000 =	1,000			1,000
				Total	1,000
	1 x 1000			Ordered	1 x \$299 = \$ 299.00
Shotgun					
"00" Buck Qual	5 x 140 =	700	Plus 10%	770	770
"00" Buck Carry	3 x 140 =	420			420
"00" CPA	120				120
				Total	1,310
	6 x 250 =	1,500		Ordered	6 x \$119 = \$ 714.00
Shotgun					

Slug Qual	2 x 140 =	280	Plus 10%	308	308	
Slug Carry	2 x 140 =	280			280	
				Total	588	
	3 x 250 =	750		Ordered	2 x \$129	\$ 258.00
					Grand Total	\$44,536.00