City of Bartlett

David Parsons, Mayor

BOARD OF MAYOR AND ALDERMEN MEETING AGENDA

Tuesday, July 28, 2026 - City Hall Council Chambers - 6:00 PM

INVOCATION

FUTURE MEETINGS

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

Planning Commission, August 3 at 6 p.m.

Beer Board, August 4 at 6 p.m.

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

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

RECOGNITIONS

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

MINUTES ACCEPTANCE

1 Minutes of the July 14, 2026 Board of Mayor and Aldermen regular meeting

PUBLIC HEARING

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

1 Resolution 22-26, a resolution approving a Special Use Permit to allow a secondhand retail establishment to be located at 6313 Stage Road, within the “C-G” General Business Zoning District.

UNFINISHED BUSINESS

1 Resolution 22-26, a resolution approving a Special Use Permit to allow a secondhand retail establishment to be located at 6313 Stage Road, within the "C-G" General Business Zoning District. (Kim Taylor, Director of Planning and Economic Development)

CONSENT AGENDA

1 Special Event Permit for The Legend of Stanky Creek Mountain Bike Race. (Trey Arthur, Director of Code Enforcement)

The Legend of Stanky Creek event will be held Saturday, September 27 from 8 a.m. to 6 p.m. at Nesbit Park.

2 Special Event Permit for Altruria Elementary Back to School Picnic. (Trey Arthur, Director of Code Enforcement)

The event will be held Sunday, August 2, from 1:00 p.m. to 4:00 p.m. at the A. Keith McDonald Pavilion at W.J. Freeman Park located at 2629 Bartlett Blvd.

3 Purchase one FC-94 Spartan E-One Rescue Pumper. (Tommy Gately, Fire Chief)

Request to purchase one 2026 FC-94 Spartan E-One Rescue Pumper from Sunbelt Fire through Sourcewell contract #082025-RVG for a total cost of $750,700.00. Funds are available in Account 311.48311.785.25227.

4 Purchase five Zenix cardiac monitors. (Tommy Gately, Fire Chief)

Request to purchase five Zenix cardiac monitors and accessories from Zoll through Sourcewell contract #041823-ZLL for a total cost of $327,644.08. This purchase will be paid over a five-year period, interest-free. Funds are available in Account 110.42300.939.

5 Purchase a Bobcat E32-R2- Series Compact Excavator. (Matt Crenshaw, Director of Public Works)

Request to purchase a Bobcat E32-R2- Series Compact Excavator for Water/Wastewater from Williamson Equipment Supply through Sourcewell contract #SW1906314. Funds are available in Account 510.51300.939.

6 Bid for Fletcher Creek Greenway Phase 3 Construction. (John Horne, Director of Engineering)

Recommend the bid be awarded to Bluff City Construction Co, LLC at a total cost of $361,580.85. ($328,709.85 + $32,871 contingency).

7 Mixed Use Development Contract for Union Depot 1st Addition Phase 1. (John Horne, Director of Engineering)

This Mixed Use Development Contract is for Union Depot 1st Addition Phase 1 proposed at the NE corner of US Highway 70 & US Highway 64. This Phase 1 includes the creation of Right of Way (ROW) for the extension of Union Depot Drive, but there will be NO subdivision of lots in this Phase 1. (See Attached Plan Phase 1.) Subdivision of future lots will take place in future phases. (See attached Plan for Future Potential Phases) Union Depot Drive and the necessary road infrastructure will be constructed in this Phase 1. Also; as a part of this Phase 1 will include a new Traffic Signal at US Highway 64/Van Der Veer Drive, and a modification to the existing Traffic Signal at US Highway 70/Union Depot Drive. Fees Paid to the City Total $64,304.76 with a bond of $403,919.87.

8 Residential Minimum Bond Development Contract for Walker Farms Phase 5 Private Development (PD)

This Residential Minimum Bond Development Contract is for Walker Farms Phase 5 Private Development (PD), proposed due west of the existing Walker Farms Phase 1. The proposed Phase 5 includes 37 residential lots. (See Attached Walker Farms Phase 5 Plan). Subdivision of future lots will take place in future phases. (See attached Walker Farms Phase Plan). Fees paid to the City total $41,995.00 with a minimum bond of $222,159.35.

NEW BUSINESS

No New Business

OPEN DISCUSSION

The public shall be provided an opportunity to address the Board or Commission during an Open Discussion period at the end of each regular and special meeting of the governing body. Prior to the start of the meeting, individuals will be required to complete and present to the Clerk the Open Discussion Citizen form provided at each meeting. The Open Discussion period for regular and special meetings of the Board or Commission shall be limited to twenty (20) minutes. Individuals shall be allowed to speak for up to three (3) minutes each. Open Discussion periods will not be held for any meeting where there are no actionable items on the agenda or meetings where the governing body is conducting a disciplinary hearing for a member of the governing body or a person whose profession or activities fall within the jurisdiction of the governing body.

ADJOURNMENT

City of Bartlett

David Parsons, Mayor

Board of Mayor and Aldermen Meeting Minutes
Tuesday, July 14, 2026 - City Hall Council Chambers - 6:00 PM

ATTENDANCE

Present: Alderman Brad King, Alderman Robert Griffin, Alderman David Reaves, Alderman Monique Williams, Alderman Jack Young, Alderman Kevin Quinn

INVOCATION

Opening Prayer by Alderman Brad King.

FUTURE MEETINGS

Historic Preservation Commission, July 20 at 6:30 p.m.

Bartlett Library Advisory Board, July 23 at 6 p.m.

RECOGNITIONS

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

MINUTES ACCEPTANCE

1 Minutes of the June 23, 2026 Board of Mayor and Aldermen Meeting

Result:	**Passed**
Mover:	Alderman Brad King
Seconder:	Alderman Reaves
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

CONSENT AGENDA

Result:	**Passed**
Mover:	Alderman Jack Young
Seconder:	Alderman Reaves
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

1 Purchase a Sansom Mini Packer. (Matt Crenshaw, Director of Public Works)

Recommend approval to purchase a Sansom Mini Packer for Solid Waste from Sansom Equipment for a total cost of $281,479.00 through Sourcewell Contract #110223-NWY. Funds are available in Account 122.48122.935.

2 Purchase a Labrie Kenworth refuse truck. (Matt Crenshaw, Director of Public Works)

Recommend approval to purchase a Labrie Kenworth garbage refuse truck from Environmental Group at a total cost of $390,000.00 through Sourcewell Contract # 110223-LEG for Solid Waste. Funds are available in Account 122.48122.935.

3 Purchase garbage carts. (Matt Crenshaw, Director of Public Works)

Recommend approval to purchase 793 garbage carts (sealed carts, extra purchase carts and yard waste carts) from Schafer Plastics North America, LLC for a total cost of $45,407.00 through Sourcewell purchase contract 120324-SFR. Funds are available in Account 122.48122.940.

4 Bid for an above-ground storage tank. (Matt Crenshaw, Director of Public Works)

Recommend accepting the bid from American Petroleum Sales and Services for an above-ground storage tank at the Fire Station #1 location for a total of $280,605.00.

5 Bid for two sets of battery powered hydraulic rescue tools. (Tommy Gately, Fire Chief)

Recommend accepting the bid from Mid-South Rescue in the amount of $70,860.00.

6 Purchase six 2026 Dodge Durango police pursuit vehicles. (Jeff Cox, Chief of Police)

Request to purchase two 2026 Dodge Durango police pursuit patrol vehicles at $41,327.00 each and four 2026 Dodge Durango police pursuit supervisor vehicles at $41,177.00 each from Alan Jay Fleet Sales for a total of $247,362.00. This purchase would be made via the State of Tennessee Contract SWC #209. Funds are available in Account 110.42100.935.

7 Purchase a 2026 Chevrolet 1500 Crew Cab 4x4. (Jeff Cox, Chief of Police)

Request to purchase a 2026 Chevrolet 1500 Crew Cab 4x4 truck for $49,148.20 from Wilson County Motors. This purchase would be made via the State of Tennessee Contract SWC #209. Funds are available in Account 124.48124.935

8 Purchase of two Hustler Hyper Drive 60" mowers. (Paul Wright, Director of Parks and Recreation)

Recommend purchase of two Hustler Hyper Drive Kawasaki FX1000 with 60” decks from Hustler Turf through Sourcewell Contract #112624-HTE for $29,998.62 with Bartlett Small Engines serving as the local dealer. These new mowers will replace two 2017 Hustler mowers in the daily operational fleet and move the older mowers into a reserve role. Funds are available in Account 110.44300.939.

9 Contract for Stoneridge Pond erosion repairs. (Paul Wright, Director of Parks and Recreation)

We recommend awarding a contract to SOLitude Lake Management, LLC as their proposal best satisfies the needs of the City of Bartlett and meets all the requirements of the erosion repairs as specified in the published RFP. Funds are available in Account 125.48125.923.

10 Temporary Employment Services Contract. (Kristi Francavilla, Director of Finance)

We recommend the temporary employment services contract be awarded to ED Business Solutions, LLC.

NEW BUSINESS

1 Special event permit for Artisan Makers Market. (Trey Arthur, Director of Code Enforcement)

The Artisan Makers Market event will be held on Saturday, September 19th, from 9 a.m. to 2 p.m. at 5675 Stage Road/Shelby Street.

Result:	**Passed**
Mover:	Alderman Kevin Quinn
Seconder:	Alderman King
Ayes:	Brad King, Robert Griffin, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	David Reaves

Alderman Reaves removed this item from the Consent Agenda and abstained due to conflict of interest.

2 Resolution 26-26, a resolution to amend the Fiscal Year 2026 General Fund Budget to appropriate $11,500 for qualified law enforcement officers funded by the State of Tennessee Recruitment and Retention Grant Program. (Kristi Francavilla, Director of Finance)

Result:	**Passed**
Mover:	Alderman David Reaves
Seconder:	Alderman Griffin
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

3 Resolution 27-26, a resolution to amend the Fiscal Year 2026 Bartlett City Schools General Purpose School Fund, Federal Projects Fund, Discretionary Grant Fund, Private Purpose Scholarships Fund, and General Fund Balance. (Kristi Francavilla, Director of Finance)

Result:	**Passed**
Mover:	Alderman David Reaves
Seconder:	Alderman Quinn
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

4 Resolution 28-26, a resolution to approve the assignment of the Quail Ridge Golf Course Management Agreement dated February 10, 2026 and to authorize the amendment and restatement of that Agreement to reflect that assignment. (Steve Sones, Chief Administrative Officer)

Result:	**Passed**
Mover:	Alderman Robert Griffin
Seconder:	Alderman King
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

5 Appoint John Butler as the City of Bartlett's representative to the MLGW Board. (David Parsons, Mayor)

Result:	**Passed**
Mover:	Alderman David Reaves
Seconder:	Alderman Griffin
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

6 Appoint Brittney Owens as Assistant Director of Finance effective July 15, 2026. (David Parsons, Mayor)

Result:	**Passed**
Mover:	Alderman Kevin Quinn
Seconder:	Alderman Reaves
Ayes:	Brad King, Robert Griffin, David Reaves, Monique Williams, Jack Young, Kevin Quinn
Nays:	None
Abstains:	None

Mayor Parsons swore in Brittney Owens as Assistant Director of Finance.

OPEN DISCUSSION

Director of Public Works Matt Crenshaw gave an update on paving restoration.
Chief Information Officer Todd Halford announced the upcoming event: Bartlett Live.
No citizens spoke.

ADJOURNMENT

Adjourned at 6:28 p.m.

_____ _____

Harold Brad King, Register to the Board of Mayor and Aldermen

David Parsons, Mayor

Board of Mayor and Aldermen
City Hall Council Chambers
Bartlett, TN 38134

Resolution 22-26

Meeting: 7/28/2026 6:00 PM
Department: Planning
Category: Resolution
Prepared By: Penny Medlock, City Clerk
Initiator:
Sponsors:

Resolution 22-26, a resolution approving a Special Use Permit to allow a secondhand retail establishment to be located at 6313 Stage Road, within the "C-G" General Business Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Secondhand Retail establishment to be located at 6313 Stage Road, within the "C-G" General Business Zoning District.

WHEREAS, according to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "C-G" General Business Zoning District to operate a Secondhand Retail establishment.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Secondhand Retail establishment to be located at 6313 Stage Road, on Monday, June 1, 2026, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 28th day of July, 2026, and approved the Special Use Permit to allow a Secondhand Retail establishment to be located at 6313 Stage Road, subject to the following conditions:

Engineering Conditions: None.

Planning Conditions:
The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that may be suggested by the Board of Mayor and Aldermen.

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Secondhand Retail establishment to be located at 6313 Stage Road incorporating the above listed conditions, is approved.

ADOPTED THIS 28th DAY OF JULY, 2026.

Harold Brad King, Register to the
Board of Mayor and Aldermen

David Parsons, Mayor

Attest: _____
Penny Medlock, City Clerk



SPECIAL USE PERMIT APPLICATION :)

Business: 901 Deals LLC
Owner: Brennan Sandefer

THANK YOU FOR YOUR TIME!

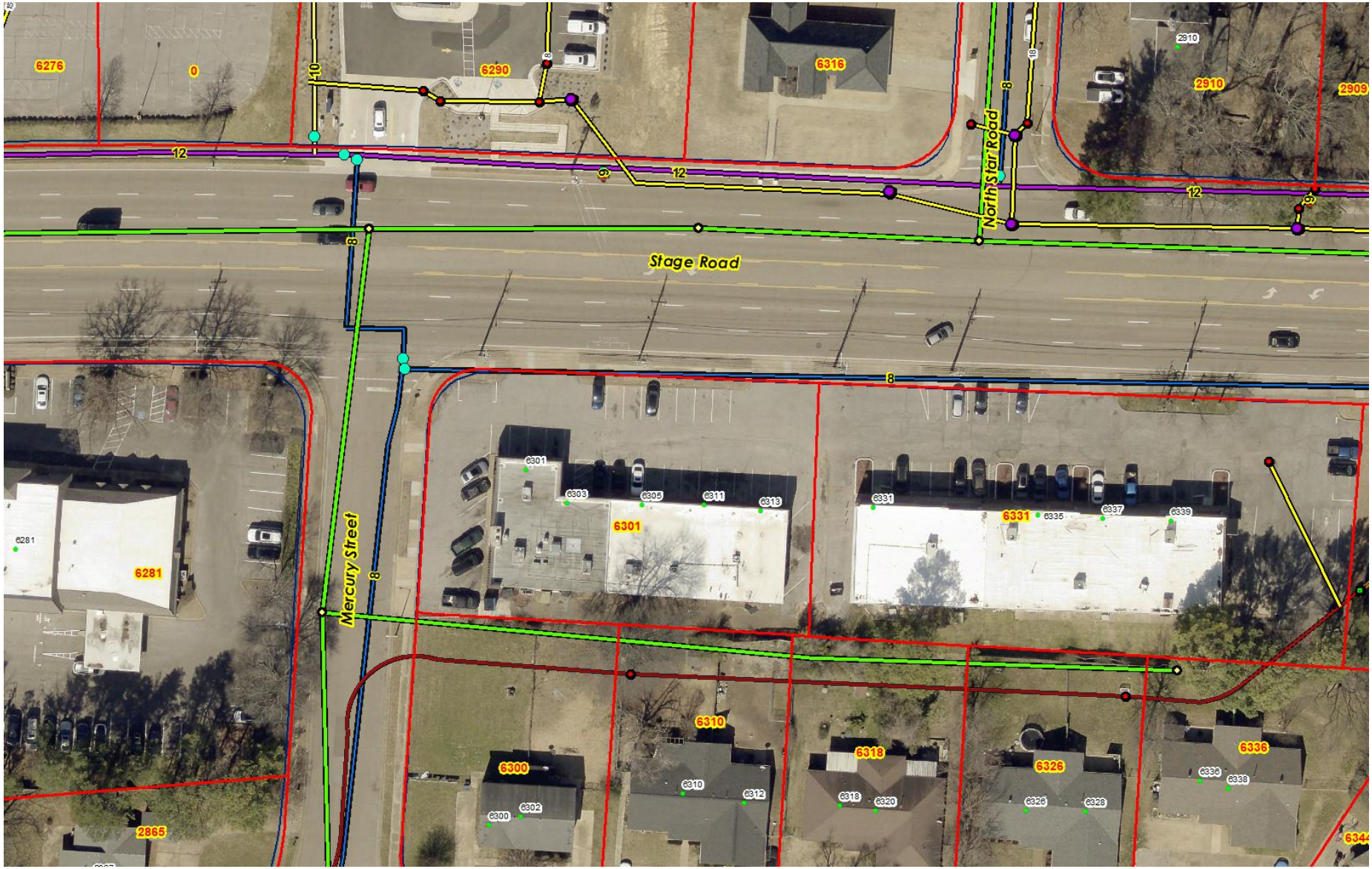
Dear City of Bartlett and the wonderful people serving it,

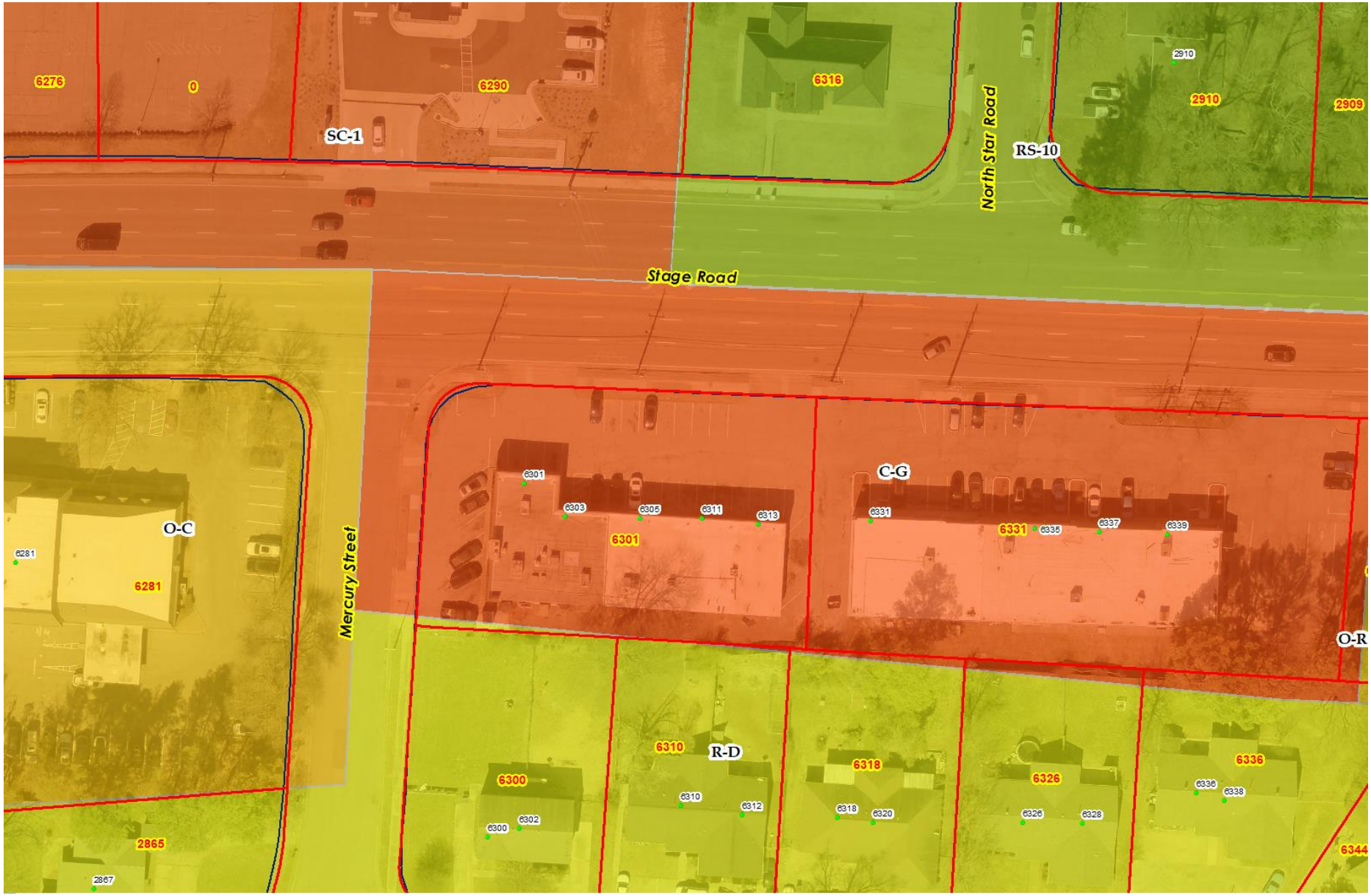
My name is Brennan Sandefer, and I own 901 Deals! My business elevator pitch is: I buy, sell, and trade sneakers, fashion, Pokémon cards, sports cards, and various other collectibles to fundraise for the children of St. Jude and make some money for myself and my family along the way! It started as a side gig while I was attending the University of Memphis where I was an executive member of the St. Jude-sanctioned organization, "Up 'Til Dawn." I was already fundraising for St. Jude for 2 years when I realized I needed to change up my approach and ran out of people to ask for money from, and that is when I started actually flipping stuff I knew had resale value to do just that!

I thoroughly love St. Jude and what they stand for, and no matter what I do in life, I will continue to give back to them. What I am doing right now is working, and with your help, I expect it will work even better. I mostly work with new clothing, new shoes, and collectibles. Still, I do regularly receive used goods that I take in for trade or buy from people by paying more than other resale businesses, and I greet them with a better smile and a more enjoyable experience. I will not accept just anything, and I clean up everything that has been used. I will not accept anything that looks gross or anything that has obviously been worn a lot. I also will not dabble in markets that I do not enjoy, or that I do not participate in myself. I am not, nor do I wish to be, a pawn shop. Nothing against pawn shops, but that just is not my vibe, nor is it my business's vibe.

If you approve of our used permit, I can personally promise that when you enter 901 Deals, it will not feel like a Plato's Closet or a pawn shop or a used car lot. Rather, an inviting space with cool deals for any sort of avid collector or someone just coming to browse a plethora of cool products! There will be a specific used section of the store, and if I did not clarify it, you wouldn't even know it was all used! We will still prioritize collectibles and new products above all else, and there really will be something for everybody here! I appreciate your time and hope that

I have conveyed my business properly and that you love what you can imagine! Approved or not currently, I am beyond excited and humbled by getting to be a Bartlett Business Owner and I hope to see you in the shop soon!


6276
0
6290
6316
2910
2909
12
10
8
9
North Star Road
Stage Road
6281
6301
6303
6305
6311
6313
6331
6335
6337
6339
Mercury Street
6310
6312
6318
6320
6300
6302
6326
6328
6336
6338
2865


6276
0
6290
6316
2910
2910
2909
SC-1
RS-10
North Star Road
Stage Road
6301
6303
6305
6311
6313
6301
C-G
6331
6331
6335
6337
6339
O-C
6281
6281
Mercury Street
O-R
6310
R-D
6318
6336
6300
6310
6312
6318
6320
6326
6326
6328
6336
6338
6300
6302
2865
2867
6344

Legend
polygonLayer
Override 1
Override 2
polylineLayer
Override 1

Map prepared through Shelby County Government's online mapping Portal on 5/5/2026

N

0 0.06 0.12 0.18 0.24 mi

BP2 LLC
1027 S YATES RD #
MEMPHIS TN 38119

MCSWAIN BILL AND GEORGIA MCSWAIN
2066 SATINWOOD DR #
MEMPHIS TN 38119

GREEN DEBORAH E
2935 DAROLYN ST #
BARTLETT TN 38134

ROGERS CAROLYN J TRUST
10001 CROOKED CREEK RD #219
COLLIERVILLE TN 38017

PERA MARY
2965 DAROLYN ST #
MEMPHIS TN 38134

HOME ASSISTANCE LLC
4536 MARBLE HILL LN #
BARTLETT TN 38134

UNITED STATES POSTAL SERVICES
ECHNOLOGY PKWY #30
ATLANTA GA 30340

KRAUSE LISA
2947 N STAR DR #
MEMPHIS TN 38134

ELLIS MICHAEL & KAREN L
2928 N STAR RD #
BARTLETT TN 38134

SEITZ JON M & MARTHA J
2984 N STAR DR #
MEMPHIS TN 38134

J AND J SCRAP METAL INCORPORATED
6021 GRAYCE DR #
BARTLETT TN 38134

FERGUSON JIMMY E & ALYSSA S
2927 N STAR DR #
BARTLETT TN 38134

RAINES RICHARD T & TAMMY R
150 RAIN RD #
OAKLAND TN 38060

SEAGO JAMES A & MICHELE N
2955 DAROLYN ST #
MEMPHIS TN 38134

BOYD JOYCE F LIVING TRUST
2927 DAROLYN ST #
BARTLETT TN 38134

MOUNCE MELANIE
6400 BARWICK DR #
BARTLETT TN 38134

BARTHOLOMY ANDY
P O BOX 14440 #
SPRINGFIELD MO 65814

HUYNH ANDY
7126 SANTA CRUZ DR #
MEMPHIS TN 38134

BARTHOLOMY ANDY
P O BOX 14440 #
SPRINGFIELD MO 65814

WILLIAMS JERRY L JR & WENDY L
2941 N STAR DR #
BARTLETT TN 38134

GRAY MARK AND MARGARET GRAY
2918 N STAR DR #
MEMPHIS TN 38134

DATTEL SAMUEL MARITAL TRUST B
PO BOX 32547 #
CHARLOTTE NC 28232

MITCHELL CORNELIUS & BOBBIE N (LE) AND
30 EGG FARM CL #
COLLIERVILLE TN 38017

WILLIAMS GWENDOLYN R
2917 N STAR DR #
BARTLETT TN 38134

FIELDS HERBERT M & ELIZABETH
2951 N STAR DR #
MEMPHIS TN 38134

HANSON JERRY L & MARY D
2945 DAROLYN ST #
MEMPHIS TN 38134

LANKFORD CARLA A
2918 DAROLYN ST #
BARTLETT TN 38134

TMC PROPERTY INVESTMENTS LLC
30260 SAN TIMOTEO CANYON RD #
REDLANDS CA 92373

WATSON BRYAN K & KIRSTEN PLESS-WATSON
2946 DAROLYN ST #
BARTLETT TN 38134

EXLINE WALTER L JR LIVING TRUST
5 RIVERWALK DR #407
NEW SMYRNA BEACH FL 32169

SHELBY COUNTY TAX SALE 18.01
PO BOX 2751 #
MEMPHIS TN 38101

DAVIS CHARLES JR & DAWN
6376 BLENHEIM AVE #
BARTLETT TN 38134

BARTLETT MORTGAGE INC
2860 STAGE VILLAGE CV #
MEMPHIS TN 38134

MINK LAWRENCE & KARLA
2910 N STAR DR #
BARTLETT TN 38134

BLAYLOCK NICOLE & CHRISTOPHER L
6388 BLENHEIM AVE #
BARTLETT TN 38134

MCWATERS WILLIAM A JR LIVING TRUST AND
2851 STAGE VILLAGE CV #2
MEMPHIS TN 38134

HALEY RAYMOND T & CAROL R
2910 DAROLYN ST #
MEMPHIS TN 38134

PALACIOS ENRIQUE
6344 MERCURY CV #
BARTLETT TN 38134

PORCH TREE LLC
1325 CARR AVE #
MEMPHIS TN 38104

SIU MANAGEMENT CO LLC
16141 CLEVELAND ST #315
REDMOND WA 98052

HERRINGTON JACK AND SPENCER HERRINGTON
6396 NW BLENHEIM AVE #
BARTLETT TN 38134

MCBRIDE PHILIP R & FRANCES M
7394 STOUT RD #
GERMANTOWN TN 38138

BARTLETT TOWN OF
5727 WOODLAWN ST #
MEMPHIS TN 38134

BLAKE ALVIN E & SUSAN D
6402 BLENHEIM AVE #
MEMPHIS TN 38134

THONI RONALD E AND MAUREEN T
9309 CHARLY HILL LN #
CORDOVA TN 38016

PARRISH MIKE & BECKY
6363 STAGE RD #
MEMPHIS TN 38134

WARD STEVE AND RODNEY B WARD AND
6412 BLENHEIM AVE #
MEMPHIS TN 38134

KING JERRY W & FAYE C
5902 DIPLOMAT PL #
BARTLETT TN 38134

CRANFORD FRANCES
6310 MERCURY CV #
BARTLETT TN 38134

HALBERT GEORGE E & BETTY M
6420 BLENHEIM AVE #
MEMPHIS TN 38134

BOYD REVOCABLE LIVING TRUST
367 SHERBURNE CV #
CORDOVA TN 38018

LEATHERWOOD FRANKLIN M II
4882 CARNES AVE #
MEMPHIS TN 38117

HOUSE JOHN C
1961 BRIGANCE CV #
GERMANTOWN TN 38139

CERVETTI MICHAEL J
6387 BLENHEIM AVE #
BARTLETT TN 38134

HURD RYAN & AMANDA
3663 MERCURY CV #
BARTLETT TN 38134

EBTF INC
6025 STAGE RD #42308
BARTLETT TN 38134

HOLLOWAY KOJI
6395 BLENHEIM AVE #
BARTLETT TN 38134

HURD RYAN N & AMANDA K
6336 MERCURY CV #
BARTLETT TN 38134

FANNING CHRISTINA & CHARLES D JR
2867 DAROLYN ST #
BARTLETT TN 38134

CSMA BLT LLC
1850 PARKWAY PL #900
MARIETTA GA 30067

ROBERTS REID E & CHRISTY
6411 BLENHEIM AVE #
MEMPHIS TN 38134

CAWEIN ELIZABETH H REVOCABLE LIVING
6305 CONSTANCE AVE #
MEMPHIS TN 38134

DAVIS PHYLLIS R
2815 N STAR DR #
BARTLETT TN 38134

MCWATERS WILLIAM A JR LIVING TRUST AND
2851 STAGE VILLAGE CV #2
MEMPHIS TN 38134

BERRY JEFFREY B & JANET C
6313 CONSTANCE AVE #
MEMPHIS TN 38134

LEE MELISSA A
2809 DAROLYN ST #
MEMPHIS TN 38134

HAWKINSON FAMILY REVOCABLE TRUST
6304 CONSTANCE AVE #
MEMPHIS TN 38134

PITTMAN FRANKLIN L REVOCABLE LIVING
6321 CONSTANCE AVE #
BARTLETT TN 38134

ROBB KEITH B JR & JENNIFER D EDWARDS
2811 MERCURY ST #
BARTLETT TN 38134

DUCKHORN JOHN A & LAURA N
6320 CONSTANCE AVE #
MEMPHIS TN 38134

SWINGER MARK A
2825 N STAR DR #
BARTLETT TN 38134

BROOKS KYLE AND ARIEL D SAWYER-BROOKS
2812 MERCURY ST #
BARTLETT TN 38134

TAYLOR GEORGE G JR
6348 CONSTANCE AVE #
BARTLETT TN 38134

WHITE DAVID A & ANNA F
6379 CONSTANCE AVE #
MEMPHIS TN 38134

THOMASON DAVID M & ELISA C
2812 DAROLYN ST #
MEMPHIS TN 38134

GRAY CHARLES R & JOYCE S
2842 DAROLYN ST #
MEMPHIS TN 38134

BIEN ALEX R
6385 CONSTANCE AVE #
BARTLETT TN 38134

TYLER MELANIE T
6310 N STAR CV #
BARTLETT TN 38134

PITMAN JOHN P & STACEY D
6388 CONSTANCE AVE #
MEMPHIS TN 38134

PALMER RUSSELL C & LINDA V
2818 MERCURY ST #
MEMPHIS TN 38134

DYLES JACK
2810 N STAR DR #
MEMPHIS TN 38134

ESKEW JONATHAN H & MELISSA L
6396 CONSTANCE AVE #
BARTLETT TN 38134

OPPERMAN ERIC
6314 N STAR CV #
MEMPHIS TN 38134

BENJAMIN SANDRA REVOCABLE LIVING TRUST
2803 MERCURY ST #
BARTLETT TN 38134

CSMA BLT LLC
1850 PARKWAY PL #900
MARIETTA GA 30067

KAO LEO & JISUN PARK (50%) AND
350 EL ENCANTO DR #
PASADENA CA 91107

GARRETT CHRISTOPHER & ELAINE
2796 MERCURY ST #
MEMPHIS TN 38134

LEJEUNE POLLY HARRIS-
6295 CONSTANCE AVE #
MEMPHIS TN 38134

MILLER MONTELLE E JR AND REBECCA A
6320 N STAR CV #
MEMPHIS TN 38134

JARVIS TERRY M & FRANCES C
2800 DAROLYN ST #
MEMPHIS TN 38134

CURTIS HEATH
515 MAIN ST #
WORDEN IL 62097

WILLIAMS-ROBINSON JENNIFER J
2971 N STAR DR #
MEMPHIS TN 38134

WILLETT DAVID
2928 DAROLYN ST #
MEMPHIS TN 38134

FORSYTHE BOBBY E & JANICE F
2795 MERCURY ST #
MEMPHIS TN 38134

REGAN ELIZABETH
2965 N STAR DR #
BARTLETT TN 38134

ERICKSON BETTY J
2919 DAROLYN ST #
MEMPHIS TN 38134

FAUSEY JAY
2794 N STAR DR #
BARTLETT TN 38134

GLASER PATRICK AND MELISSA GLASER
2985 DAROLYN ST #
MEMPHIS TN 38134

SHELBY HOME IMPROVEMENTS LLC
3553 CRESTWYN DR #
GERMANTOWN TN 38138

MURILLO ROXANA D & PABLO S
6264 VENUS AVE #
BARTLETT TN 38134

JBAR LLC
21 PALO VERDE DR #
SILVER CITY NM 88061

ELLA RESIDENTIAL LLC
6000 POPLAR AVE #250
MEMPHIS TN 38119

COATS SAMUEL C AND JANIS L KUSMIERZ (RS)
6274 VENUS AVE #
MEMPHIS TN 38134

STAGE ROAD CORP
PO BOX 34098 #
MEMPHIS TN 38184

BANGER LLC
3927 WINDOLYN CIR #
MEMPHIS TN 38133

CHILDS CAROLYN G
6302 VENUS AVE #
MEMPHIS TN 38134

BARTHOLOMY ANDY
1200 E WOODHURST #L-100
SPRINGFIELD MO 65804

UNION PLANTERS NATIONAL BANK
250 RIVERCHASE PKWY #6
BIRMINGHAM AL 35244

HODGES BARBARA M
6312 VENUS AVE #
MEMPHIS TN 38134

CHASSE LLC
6240 STAGE PLAZE #
BARTLETT TN 38134

DDT PROPERTIES LLC
118 E MULBERRY ST #101
COLLIERVILLE TN 38017

BROWN SHAHANA L
6320 VENUS AVE #
MEMPHIS TN 38134

ZENG QUNAN
3221 WOODSMAN LN #
BARTLETT TN 38135

MCBRIDE PHILLIP & FRAN
7394 STOUT RD #
GERMANTOWN TN 38138

RUSH KAREN P
2785 N STAR DR #
MEMPHIS TN 38134

EASTER GENE H & DEBRA M
2936 N STAR DR #
BARTLETT TN 38134

WILKES RICHARD L & RUTH H
2855 MERCURY ST #
MEMPHIS TN 38134

ROGERS DAVID R
6494 TARUS DR #
BARTLETT TN 38135

ALEA PROPERTIES (USA) LLC
8426 HORTON HWY #
COLLEGE GROVE TN 37046

DAROLYN PROPERTY TRUST
3450 HARRELL DR #
ARLINGTON TN 38002

WHALEY JANET J
3868 APPLING RD #
BARTLETT TN 38135

BERRY RONDA A LIVING TRUST
2824 N STAR DR #
BARTLETT TN 38134

YOUNG MALLORY C AND JONAH BALLARD (RS)
2786 N STAR DR #
MEMPHIS TN 38134

COLES CAROLE
428 E SWAN RIDGE CIR #
MEMPHIS TN 38122

GARRISON GARY S & CHRISTIE L
6361 CONSTANCE AVE #
BARTLETT TN 38134

PARKWAY PROPERTIES LLC
6399 STAGE RD #
MEMPHIS TN 38134

MULLINS JAMES B
6419 BLENHEIM AVE #
BARTLETT TN 38134

COLEMAN ROBERT J & KRISTY D
6393 CONSTANCE AVE #
MEMPHIS TN 38134

GUBALA PAUL J AND DEBORAH FAVE
2786 ELMORE PARK RD #
MEMPHIS TN 38134

NORTH STREET PROPERTIES LLC
3687 MARY OAKS DR #
BARTLETT TN 38133

WHEWELL ERIC B
2819 MERCURY ST #
BARTLETT TN 38134

BONICELLI CHARLES MICHAEL
6267 CONSTANCE AVE #
MEMPHIS TN 38134

MCWATERS WILLIAM A JR LIVING TRUST AND
2851 STAGE VILLAGE CV #2
MEMPHIS TN 38134

STATE OF TENNESSEE
312 8TH AVE #22ND
NASHVILLE TN 37243

LEDBURY CARY A & GLORIA K
6207 STAGE RD #
MEMPHIS TN 38134

MCINTOSH WILLARD G
2842 MERCURY ST #
MEMPHIS TN 38134

LANEY TAYLOR & ALLISON HANSON
2802 N STAR DR #
BARTLETT TN 38134

TAYLOR KIMBERLY
6401 CONSTANCE AVE #
BARTLETT TN 38134

WILLIAMS BRENDA J
6312 CONSTANCE AVE #
MEMPHIS TN 38134

DUCKHORN JOHN A & LAURA N
6320 CONSTANCE AVE #
BARTLETT TN 38134

THOMPSON DEVIN B
2802 MERCURY ST #
MEMPHIS TN 38134

SZIMANOUSS JEFFREY L & ROSANNE M
7216 MILLINGTON ARLINGTON RD #
MILLINGTON TN 38053

TIMBLE KAREN F
2797 N STAR DR #
BARTLETT TN 38134

BANK OF BARTLETT
6281 STAGE RD #
MEMPHIS TN 38134

LOBATO LAZARO O & ALEJANDRA HERNANDEZ
2839 DAROLYN ST #
BARTLETT TN 38134

JACKSON TERRY L
2785 ALTRURIA RD #
MEMPHIS TN 38134

UNITED STATES POSTAL SERVICE
555 S 3RD ST #
MEMPHIS TN 38101

I2L LLC
6225 QUINTARD ST #203
ARLINGTON TN 38002

OSHEA DONALD P & NANCY C
6294 VENUS AVE #
BARTLETT TN 38134

SECURITY ENTERPRISES INC AND JEFFREY B
2870 STAGE VILLAGE CV #
MEMPHIS TN 38134

PIRANI THOMAS A & BETTY S
2956 DAROLYN ST #
MEMPHIS TN 38134

SHANKS ROBERT S
2986 DAROLYN ST #
MEMPHIS TN 38134

ARAMBULA ANTONIO & ROSALINDA
2974 DAROLYN ST #
BARTLETT TN 38134

CARKEET STUART E
2966 DAROLYN ST #
MEMPHIS TN 38134

WILLETT DAVID J
2928 DAROLYN ST #
MEMPHIS TN 38134

NGUYEN TRI M
PO BOX 34391 #
MEMPHIS TN 38184

BENBO (PSO)
6425 STAGE RD #
MEMPHIS TN 38134

GEORGE-EDDLEMAN CLARE
320 ISLAND WAY #104
CLEARWATER BEACH FL 33767

GARRETT MARGUERITA A AND RITAC MCCONNICO
6330 CONSTANCE AVE #
MEMPHIS TN 38134

KEYS JOHN S JR & SUSAN H
6338 CONSTANCE AVE #
MEMPHIS TN 38134

BARTLETT CITY OF
6400 STAGE RD #
MEMPHIS TN 38134

BELL RICHARD S & ERICA C
3000 INGLESIDE DR #
BARTLETT TN 38134

MEMPHIS RESTAURANT HOLDINGS LLC
248 PRINCE AVE #
ATHENS GA 30603

BOWLERO BARTLETT LLC
7313 BELL CREEK RD #
MECHANICSVILLE VA 23111

BOWLERO BARTLETT LLC
7313 BELL CREEK RD #
MECHANICSVILLE VA 23111

BARTLETT CITY OF
6400 STAGE RD #
BARTLETT TN 38134

BARTLETT COLORED CEMETERY TRS
2775 SHELBY ST #
MEMPHIS TN 38134

BONICELLI CHARLES P & ROSE V
2812 GALAXIE ST #
MEMPHIS TN 38134

BCB ENTERPRISES LLC
77 BYRD LN #
MASON TN 38049

WATTS CURTIS L & ALUREN E BALLO
6276 CONSTANCE AVE #
MEMPHIS TN 38134

CLINTON KRIS & RICHARD
2854 STAGE VILLAGE CV #
BARTLETT TN 38134

B0157 00474 - BP2 LLC

B0157J B00136 - ROGERS CAROLYN J TRUST

B0157J H00015 - UNITED STATES POSTAL SERVICES

B0157 V00029 - SEITZ JON M & MARTHA J

B0157 V00036 - RAINES RICHARD T & TAMMY R

B0157 V00013 - MOUNCE MELANIE

B0157J H00009 - BARTHOLOMY ANDY

B0157 00476 - DATTEL SAMUEL MARITAL TRUST B

B0157 V00037 - FIELDS HERBERT M & ELIZABETH

B0157 V00027 - TMC PROPERTY INVESTMENTS LLC

B0157J H00005C - MCSWAIN BILL AND GEORGIA MCSWAIN

B0157 V00014 - PERA MARY

B0157 V00038 - KRAUSE LISA

B0157 V00026 - J AND J SCRAP METAL INCORPORATED

B0157 V00015 - SEAGO JAMES A & MICHELE N

B0157J H00011 - BARTHOLOMY ANDY

B0157 V00039 - WILLIAMS JERRY L JR & WENDY L

B0157 V00025 - MITCHELL CORNELIUS & BOBBIE N (LE) AND

B0157 V00016 - HANSON JERRY L & MARY D

B0157 V00005 - WATSON BRYAN K & KIRSTEN PLESS-WATSON

B0157 V00017 - GREEN DEBORAH E

B0157J G00001 - HOME ASSISTANCE LLC

B0157 V00023 - ELLIS MICHAEL & KAREN L

B0157 V00041 - FERGUSON JIMMY E & ALYSSA S

B0157 V00018 - BOYD JOYCE F LIVING TRUST

B0157J G00002 - HUYNH ANDY

B0157 V00022 - GRAY MARK AND MARGARET GRAY

B0157 V00042 - WILLIAMS GWENDOLYN R

B0157 V00002 - LANKFORD CARLA A

B0157 00473 - EXLINE WALTER L JR LIVING TRUST

B0157 00472 - SHELBY COUNTY TAX SALE 18.01

B0157 V00021 - MINK LAWRENCE & KARLA

B0157 V00001 - HALEY RAYMOND T & CAROL R

B0157Y A00001C - SIU MANAGEMENT CO LLC

B0157 00280 - BARTLETT TOWN OF

B0157 H00013 - PARRISH MIKE & BECKY

B0157 Y00007 - CRANFORD FRANCES

B0157 Y00008 - LEATHERWOOD FRANKLIN M II

B0157 Y00009 - HURD RYAN & AMANDA

B0157 Y00010 - HURD RYAN N & AMANDA K

B0157 M00005 - DAVIS CHARLES JR & DAWN

B0157 O00001 - BLAYLOCK NICOLE & CHRISTOPHER L

B0157 Y00011C - PALACIOS ENRIQUE

B0157 O00002 - HERRINGTON JACK AND SPENCER HERRINGTON

B0157 O00003 - BLAKE ALVIN E & SUSAN D

B0157 O00004 - WARD STEVE AND RODNEY B WARD AND

B0157 O00005 - HALBERT GEORGE E & BETTY M

B0157 Y00019 - HOUSE JOHN C

B0157Y A00008 - EBTF INC

B0157 M00001 - FANNING CHRISTINA & CHARLES D JR

B0157Y A00003 - BARTLETT MORTGAGE INC

B0157Y A00007 - MCWATERS WILLIAM A JR LIVING TRUST AND

B0157 Y00017 - PORCH TREE LLC

B0157 Y00015 - MCBRIDE PHILIP R & FRANCES M

B0157Y A00016 - THONI RONALD E AND MAUREEN T

B0157 Y00014 - KING JERRY W & FAYE C

B0157 Y00013 - BOYD REVOCABLE LIVING TRUST

B0157 O00016 - CERVETTI MICHAEL J

B0157 O00015 - HOLLOWAY KOJI

B0157 O00014 - CSMA BLT LLC

B0157 O00013 - ROBERTS REID E & CHRISTY

B0157Y A00005 - MCWATERS WILLIAM A JR LIVING TRUST AND

B0157 X00008 - HAWKINSON FAMILY REVOCABLE TRUST

B0157 X00010 - DUCKHORN JOHN A & LAURA N

B0157 U00027 - TAYLOR GEORGE G JR

B0157 C00012 - GRAY CHARLES R & JOYCE S

B0157 C00013 - PITMAN JOHN P & STACEY D

B0157 C00014 - ESKEW JONATHAN H & MELISSA L

B0157 C00016 - CSMA BLT LLC

B0157 X00015 - LEJEUNE POLLY HARRIS-

B0157 X00014 - CAWEIN ELIZABETH H REVOCABLE LIVING

B0157 X00013 - BERRY JEFFREY B & JANET C

B0157 X00012 - PITTMAN FRANKLIN L REVOCABLE LIVING

B0157 U00025 - SWINGER MARK A

B0157 C00009 - WHITE DAVID A & ANNA F

B0157 C00008 - BIEN ALEX R

B0157 X00016 - PALMER RUSSELL C & LINDA V

B0157 U00022 - OPPERMAN ERIC

B0157 U00029 - KAO LEO & JISUN PARK (50%) AND

B0157 U00023 - MILLER MONTELLE E JR AND REBECCA A

B0157 U00024 - DAVIS PHYLLIS R

B0157G A00001 - LEE MELISSA A

B0157 X00003 - ROBB KEITH B JR & JENNIFER D EDWARDS

B0157 X00017 - BROOKS KYLE AND ARIEL D SAWYER-BROOKS

B0157G A00004 - THOMASON DAVID M & ELISA C

B0157 U00021 - TYLER MELANIE T

B0157 U00030 - DYLES JACK

B0157 X00002 - BENJAMIN SANDRA REVOCABLE LIVING TRUST

B0157 X00019 - GARRETT CHRISTOPHER & ELAINE

B0157G A00003 - JARVIS TERRY M & FRANCES C

B0157 U00019 - CURTIS HEATH

B0157 X00001 - FORSYTHE BOBBY E & JANICE F

B0157 U00032 - FAUSEY JAY

B0157 U00011 - MURILLO ROXANA D & PABLO S

B0157 U00012 - COATS SAMUEL C AND JANIS L KUSMIERZ (RS)

B0157 U00014 - CHILDS CAROLYN G

B0157 U00015 - HODGES BARBARA M

B0157 U00016 - BROWN SHAHANA L

B0157 U00017 - RUSH KAREN P

B0157J B00135 - ROGERS DAVID R

B0157 V00034 - WILLIAMS-ROBINSON JENNIFER J

B0157 V00035 - REGAN ELIZABETH

B0157 V00012 - GLASER PATRICK AND MELISSA GLASER

B0157 V00028 - JBAR LLC

B0157J H00013 - STAGE ROAD CORP

B0157J H00010 - BARTHOLOMY ANDY

B0157J H00003C - CHASSE LLC

B0157 V00040 - ZENG QUNAN

B0157 V00024 - EASTER GENE H & DEBRA M

B0157J H00001C - ALEA PROPERTIES (USA) LLC

B0157 V00003 - WILLETT DAVID

B0157 V00019 - ERICKSON BETTY J

B0157 V00043 - SHELBY HOME IMPROVEMENTS LLC

B0157 V00020 - ELLA RESIDENTIAL LLC

B0157 Y00004C - BANGER LLC

B0157Y A00010C - UNION PLANTERS NATIONAL BANK

B0157 Y00001C - DDT PROPERTIES LLC

B0157 Y00020 - MCBRIDE PHILLIP & FRAN

B0157 Y00018 - WILKES RICHARD L & RUTH H

B0157 M00002 - DAROLYN PROPERTY TRUST

B0157 Y00016 - WHALEY JANET J

B0157 M00004 - COLES CAROLE

B0157 O00012 - MULLINS JAMES B

B0157 M00003 - NORTH STREET PROPERTIES LLC

B0157Y A00006 - MCWATERS WILLIAM A JR LIVING TRUST AND

B0157 X00007 - MCINTOSH WILLARD G

B0157 X00009 - WILLIAMS BRENDA J

B0157 C00015 - SZIMANOUSS JEFFREY L & ROSANNE M

B0157 C00011 - LOBATO LAZARO O & ALEJANDRA HERNANDEZ

B0157 X00005 - I2L LLC

B0157 U00028 - BERRY RONDA A LIVING TRUST

B0157 C00010 - GARRISON GARY S & CHRISTIE L

B0157 C00007 - COLEMAN ROBERT J & KRISTY D

B0157 X00004 - WHEWELL ERIC B

B0157G A00002 - STATE OF TENNESSEE

B0157 U00031 - LANEY TAYLOR & ALLISON HANSON

B0157 U00020 - DUCKHORN JOHN A & LAURA N

B0157 U00018 - TIMBLE KAREN F

B0157 G00069 - JACKSON TERRY L

B0157 U00013 - OSHEA DONALD P & NANCY C

B0157 U00033 - YOUNG MALLORY C AND JONAH BALLARD (RS)

B0157J K00003 - PARKWAY PROPERTIES LLC

B0157 00912 - GUBALA PAUL J AND DEBORAH FAVE

B0157 00507 - BONICELLI CHARLES MICHAEL

B0157 00273 - LEDBURY CARY A & GLORIA K

B0157 C00006 - TAYLOR KIMBERLY

B0157 X00018 - THOMPSON DEVIN B

B0157 00933C - BANK OF BARTLETT

B0157J B00132 - UNITED STATES POSTAL SERVICE

B0157Y A00014 - SECURITY ENTERPRISES INC AND JEFFREY B

B0157 V00006 - PIRANI THOMAS A & BETTY S

B0157 V00009 - SHANKS ROBERT S

B0157 V00008 - ARAMBULA ANTONIO & ROSALINDA

B0157 V00007 - CARKEET STUART E

B0157 V00004 - WILLETT DAVID J

B0157J K00001C - NGUYEN TRI M

B0157J K00005C - BENBO (PSO)

B0157 Y00006 - GEORGE-EDDLEMAN CLARE

B0157 X00011 - GARRETT MARGUERITA A AND RITAC MCCONNICO

B0157 U00026 - KEYS JOHN S JR & SUSAN H

B0157 00940 - BARTLETT CITY OF

B0157J B00134 - BELL RICHARD S & ERICA C

B0157 00711C - MEMPHIS RESTAURANT HOLDINGS LLC

B0157 00950 - BOWLERO BARTLETT LLC

B0157 00949 - BOWLERO BARTLETT LLC

B0157 00939 - BARTLETT CITY OF

B0157 00508 - BARTLETT COLORED CEMETERY TRS

B0157 00785 - BONICELLI CHARLES P & ROSE V

B0157J K00004 - BCB ENTERPRISES LLC

B0157 X00006C - WATTS CURTIS L & ALUREN E BALLO

B0157Y A00013 - CLINTON KRIS & RICHARD

Municipal Planning Commission
Minutes
Monday, June 1, 2026 – 6:30 p.m.
Bartlett City Hall Assembly Chamber

Members present:
David Hunt
Jack Young, Alderman
Paul Kaiser, Chairman
Jim Lamb, Vice Chairman
James Reid
Randy Jowers
Don Conway
Greg Easton

Members absent:
Ken Demetriou

Advisors/Staff Present:
Kim Taylor, Director of Planning
Sam Harris, Senior Planner
Melissa McAfee, Administrative Secretary
Trey Arthur, Director of Code Enforcement
Jesse Frye, Subdivision Engineer
Craig Jones, Deputy Fire Marshal
Ed McKenney, City Attorney

Chairman Paul Kaiser opened the meeting with prayer.

The Pledge of Allegiance to the flag of the United States of America was recited.

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

Approval of Minutes of the May 4, 2026 meeting:

David Hunt made a motion to approve the minutes of the Monday, May 4, 2026 meeting as submitted. Jack Young seconded the motion. Roll Call Vote: All members voted Yes. Motion carries.

NEW BUSINESS
Public Hearing
Special Use Permit

1. 901 Deals, Secondhand Retail Use (Brennan Sandefer, Owner)

INTRODUCTION: Planning Director Kim Taylor introduced the application for Brennan Sandefer, with 901 Deals, who is requesting Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a secondhand retail use. The subject property is located at 6313 Stage Road (former T-Mobile location). The subject property is within the "CG" Commercial General Zoning District.

BACKGROUND: The subject property is Lots 200 and 201 of Elmore Park Meadows Section D which was approved by the Memphis and Shelby County Planning Department on February 4, 1971.

DISCUSSION: The specific request by the applicant is for the Planning Commission approval of a favorable recommendation for a Special Use Permit to allow a secondhand retail use on the subject property located at 6313 Stage Road. According to Article V, Chart I of the Zoning Ordinance, secondhand retail use requires obtaining a Special Use Permit. The surrounding uses include: multi-tenant retail, beauty salon, barber shop, restaurant, bank and single-family residential.

The applicant opened the business in May, 2026, selling new retail goods. Upon approval of this Special Use Permit, the applicant will add resell items to the business.

Recommendation: Approval of a favorable recommendation to the Board of Mayor and Aldermen with conditions.

Engineering Conditions: None

Planning Conditions:

1. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
2. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.

Brennan Sandefer, business owner, stepped forward.

Mr. Sandefer stated that he is in agreement with comments and conditions of staff.

Alderman Young asked if the store is already open.

Mr. Sandefer stated that the store is open selling new merchandise only. All secondhand merchandise is being stored and sold off-site until the SUP process is complete. Merchandise includes high quality collectibles, shoes, and apparel, which is gently used and rehabbed in such a way that it appears new.

Administrative Secretary Melissa McAfee stated that the Planning Department did not receive any correspondence related to this application.

The public hearing opened at 6:36 p.m.

Chairman Kaiser called for anyone in favor of approval of a favorable recommendation to the Board of Mayor and Aldermen to step forward. Hearing none.

Chairman Kaiser called for anyone against approval of a favorable recommendation to the Board of Mayor and Aldermen to step forward. Hearing none.

The public hearing closed at 6:36 p.m.

Randy Jowers made a motion to forward a favorable recommendation to the Board of Mayor and Aldermen for a Secondhand Retail Special Use Permit at 6313 Stage Road. Jim Lamb seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

Master Plan

2. The Ramble on Summer, 7157 Summer Avenue (Mason Jambon, Developer)

INTRODUCTION: Director Taylor introduced the application for Mason Jambon, with Geaux Breauxs LLC, who is requesting Planning Commission approval of a Master Plan for The Ramble on Summer Residential Mixed Use Development. The subject property is located at 7157 Highway 70. The subject property has split zoning with the western 200 feet from the Highway 70 frontage within the "R-TH"

Townhouse Residential Zoning District and the eastern remainder within the "RS-10" Single Family Residential Zoning District.

BACKGROUND: On September 10, 2024, the Board of Mayor and Aldermen approved a Special Use Permit to allow for the submittal of development plans for a Residential Mixed Use Development on the 10.16-acre subject property located at 7157 Highway 70.

DISCUSSION: The specific request by the applicant is for Master Plan approval to subdivide the 10.16 acres of land into a 36-lot residential mixed use subdivision with 35 residential dwelling units, outdoor recreation/entertainment venue, restaurant, and bakery/retail shop. The development will be constructed in three phases. The proposed phasing of the development will be as follows:

	Area	Use	Acreage	Lots	Dwelling Units
Phase 1	A	Restaurant with Outdoor Recreation/Entertainment Venue	2.54	1	-
Phase 2	A	Bakery/Retail Shop	2.54	1	-
Phase 3	B	Single Family Residential	5.08	35	35

The proposed restaurant will be 6,250 square feet with a 1,675 square feet smokehouse. The proposed outdoor entertainment venue seating will be 14,810 square feet. The proposed bakery/retail shop will be around 4,800 square feet. The proposed single family lots will be around 4,000 square feet. The primary access to the development will be from the existing driveway aprons along the Highway 70 frontage. The applicant is proposing a secondary driveway that would provide access to Yale Road. Additionally, the proposed development will utilize an existing storm-water detention pond, outdoor recreation amenities that will blend into the existing trees on site, a 60 foot wide greenbelt, a twenty foot wide landscape buffer along the Highway 70 frontage, and a twenty foot wide landscape buffer along the north property line.

Recommendation: Approval with conditions.

Engineering Conditions:
General:

1. A Subdivision contract will be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2. Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jhorne@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3. A SWPPP permit will be required and shall be submitted to TDEC and to the City of Bartlett Engineering office. Permit numbers will be recorded on each page of the erosion control plan.
4. All new utilities shall be underground.
5. Plat is required to verify location of property lines and show that full ROW dedication of 57' has been granted.
6. Any work within or affecting the Hwy 70 ROW, including existing driveway entrances, shall be submitted to TDOT for approval. A copy of the TDOT permit shall be submitted to the City of Bartlett.
7. There is an existing 8" water line on Hwy 70, which may need to be looped through the new development and reconnected near the intersection of Yale and Santa Valley. In addition, a future 12" waterline will need to be installed across the entire frontage on Hwy 70. Certified as-builts will be required on the public water.
8. Since this project is located in the Fletcher Creek Sewer Basin approval is dependent on developer receiving written approval from the City of Memphis for new sewer connection.
9. The future road extending eastward out of phase 3 appears to go through the existing detention basin, please revise the proposed location of the road, to minimize any impact on the detention basin.
10. There is Traffic Signal Fiber in the northern ROW of Yale Rd. Please add a note to the Site Plan and any sheet that requires demo, excavation, grading, or boring near this area stating, "There is Traffic Signal Fiber in the area, please contact the City of Bartlett Engineering Department (901-385-6499) before any construction begins."
11. Correct all markups.

Final Plat:

12. Plat is required.

Sanitary Sewer Plan:

13. Since this project is located in the Fletcher Creek Sewer Basin the detail plan of the private underground sewer storage tank and pump station, will require final approval by City of Memphis.
14. Sewer lines shall be at 0.4% minimum slope.
15. Tracer wire must be installed on all sewer lines, including services.
16. If there are any existing sewer taps, please show on sewer plan.
17. More information will be required for phase 3.
18. Certified as-builts will be required on the public sewer.

Grading & Drainage Plan:

19. Offsite drainage shall not exceed 1.5 acres.
20. Show pre/post Q25 peak flow to outfall(s).
21. More information will be required for phase 3.
22. Certified as-builts will be required on the public drainage.

Erosion Control Plan Stage 1, Stage 2 and Stage 3:

23. The engineer shall provide a copy of the SWPPP (Storm Water Pollution Prevention Plan) that has been or will be submitted to TDEC (Tennessee Department of Conservation).
24. Prior to any work being started, an NOC (Notice of Coverage) from TDEC must be received and a copy submitted to the City of Bartlett.
25. During construction, extra care will be needed to ensure that silt is not tracked into Hwy 70 or Yale Rd.
26. Show the Flowline and Top of Bank for the southern stream along with 30' and 60' buffers; and provide the average buffer for the site.
27. Please verify your 100-year flood limit and show BFE graphically.
28. Please show the TDEC classification of the receiving stream and the contributing drainage area to outfall(s).
29. An ARAP Permit may be required by TDEC for the future stream crossing.

Traffic:

30. If both existing entrances along Hwy 70 are proven to be within the Ramble property limits, the southern entrance along Hwy 70 shall be closed and the northern entrance will require striping changes to allow deceleration and storage for the southbound left turn from Hwy 70 into the property. Striping changes shall be submitted to TDOT for approval and a copy of the approval shall be provided to the City of Bartlett.
31. The dumpster location is blocking the future fire department access gate on some sheets and not others. Please revise.

32. If the future entrance from Yale cannot be revised in a way that keeps it on City of Bartlett property without negatively impacting the existing detention area, it should be aligned with Santa Valley.

Planning Comments:

1. The applicant is working to purchase the adjacent vacant 9-acre property located south of the subject property for ancillary parking, enhanced landscape buffering, and a secondary driveway that provides access to Yale Road and aligns with the Yale at Santa Valley intersection. However, obtaining the vacant 9-acre property has become problematic due to underlying clean title encumbrances, so the applicant is currently attempting to work with the City of Bartlett on a driveway alignment to Yale Road that would cut across city owned property to access Yale Road until clear title for the vacant 9-acre property can be obtained.

Planning Conditions:

1. The applicant shall utilize sheets 2 and 3 as the Outline Plan. The Outline Plan shall be recorded with the Shelby County Register of Deeds.
2. The applicant shall identify the specific Landscape Plate locations on the Outline Plan.
3. The proposed gravel parking will be addressed in future Site Plan application approvals for Phase 1, but the proposed parking lot surface will need to be asphalt or concrete.
4. The required parking totals will be addressed in future Site Plan application approvals for Phase 1 and 2.
5. The applicant must obtain subdivision Construction Plan and Final Plan approval for each phase of the development.
6. The applicant must attach the Outline Plan with each Final Plat for every phase recording.
7. After completing the subdivision applications, the applicant must obtain Site Plan application approvals from the Planning Commission and the Design Review Commission for Phases 1 and 2.
8. The common open space amenities and landscaping of the Phase 3 single family residential will need to obtain Site Plan approval from the Design Review Commission.
9. The landscape plan will be approved with future Site Plan applications to the Design Review Commission for Phases 1, 2, and 3.
10. The applicant shall be present at the meetings in order to make decisions to any changes that may be suggested by the Planning Commission.

Chairman Kaiser asked if the applicant is present.

David Bray, the Bray Firm, stepped forward.

Mr. Bray stated that he is in agreement with comments and conditions of staff other than Engineering Condition #30. He would like it to say, "If both existing entrances along Hwy 70 are proven to be within the Ramble property limits, the disposition of the southern entrance along Hwy 70 shall be determined by TDOT and Bartlett Engineering staff. The northern entrance will require striping changes to allow deceleration and storage for the southbound left turn from Hwy 70 into the property. Striping changes shall be submitted to TDOT for approval and a copy of the approval shall be provided to the City of Bartlett."

Senior Planner Sam Harris stated that staff is fine with that condition change.

Jim Lamb made a motion to approve the Master Plan for the Ramble on Summer with comments and conditions in the staff report, and the amended Engineering Condition #30 stating, "If both existing entrances along Hwy 70 are proven to be within the Ramble property limits, the location of the southern entrance along Hwy 70 shall be determined by TDOT and Bartlett Engineering staff. The northern entrance will require striping changes to allow deceleration and storage for the southbound left turn from Hwy 70 into the property. Striping changes shall be submitted to TDOT for approval and a copy of the approval shall be provided to the City of Bartlett." James Reid seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

Construction Plan

3. Walker Farms Planned Development Phase 5, 6910 Walker Farms Drive (Roy Lamica, EFI Global)

INTRODUCTION: Director Taylor introduced the application for Mr. Roy Lamica, with EFI Global, who is requesting Planning Commission approval of the Construction Plans for Walker Farms Planned Development, Phase 5. The subject property is located north of Old Brownsville, and west of Grassland Road within the "RS-12" Residential Zoning District.

BACKGROUND: On August 15, 2024, the Board of Zoning Appeals approved a variance to allow 20-foot front yard setbacks for lots with a twenty-five (25) foot wide sewer easement in the rear yards of Phases 3-5 (In Phase 5 Lots 50-59.)

On December 4, 2024, the Planning Commission approved the Construction and Final Plan for Walker Farms, Phase 3 to subdivide 20.82 acres of land into 45 lots.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of the Construction Plan to subdivide 11.79 acres of land into 37 lots for the Walker Farms Planned Development, Phase 5. The construction plans for the subdivision include: grading and drainage plan, storm drainage details, erosion control plan, sanitary sewer plan, signage plan, and street plans for Pecan Hollow Drive, Hill Farm Drive, and Long Drive. Detention for the subdivision will be handled by the detention basin on COS B in Phase 3 and the future detention basins, as a part of Phase 4. Access to the subdivision will be from Hill Farm Drive and Pecan Hollow Drive.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1) A Subdivision Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.
2) If required, Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jhorne@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3) A SWPPP, TDEC General Construction Permit will be required and shall be submitted to the TDEC and the City of Bartlett Engineering office. Permit numbers will be recorded on each page of the erosion control plan.
4) All new utilities shall be underground.
5) Correct all markups.

Plat:

6) Subdivision monuments shall be shown in accordance with the subdivision regulation.
7) Minimum finished floor elevations shall be determined for lots 50-53.

Grading Drainage Plan:

8) Please verify that the Phase 3 detention calculations accounted for additional area contributed from Phase 5.
9) Show pre/post Q25 to outfalls.
10) Please provide a (Drainage Narrative) written summary of the existing site drainage patterns (including pre-construction Q25 to each outfall) and how

grading will or will not impact it. The Drainage Narrative should include a discussion on impact to adjacent properties, how storm water from the new construction will drain (including post-construction Q25 to each outfall), whether the site is currently over detained, an update on the status of the phase 3 detention, and what will happen with the D11 outfall when future phases are constructed.

11) Please realign drainage pipes that are shown under curb and gutter (see mark-ups).

Erosion Control Plan Phase 2:

12) EPSCs to be installed behind curb and gutter until lots are final stabilized.
13) Please show the TDEC classification of the receiving stream and the contributing drainage area to outfalls (All ECP sheets).

Sanitary Sewer Plan:

14) Show sewer services.

Off-Street Sewer Profiles:

15) Please show plan view along with profile.

Hill Farm Drive Plan and Profile:

16) Ductile iron required for sewer near Drainage Structure B09 (see mark-up).

Long Drive Plan and Profile:

17) Please increase cover for DP_D10-D11 (see mark-up).

Drainage Details:

18) Detail for type D headwall, the inlet elevation should show a concrete apron similar to the outlet elevation.

Planning Comments:

1. The applicant was approved by the Planning Commission a waiver from the Tree Survey and Density requirements of the Bartlett Zoning Ordinance. This waiver was due to the sitework being done in areas where the majority of the trees have been cleared.

Planning Conditions:

1. The applicant shall add landscape plates from the existing recorded plat for Walker Farms PD Phase 1 to the proposed plat.

2. The applicant shall include a tree protection plan called out in the Walker Farms Phase 3 cover letter.
3. The applicant shall identify the location of the required Post Office cluster box to the final plat.
4. The applicant shall apply to the Design Review Commission for the approval of landscaping and any other common features.
5. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser asked if the applicant is present.

Roy Lamica, EFI Global, stepped forward.

Mr. Lamica stated that he is in agreement with comments and conditions of staff.

Jack Young made a motion to approve the Construction Plan for Walker Farms Planned Development Phase 5 with comments and conditions in the staff report. Greg Easton seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

4. Union Depot 1st Addition Phase 1, 7024 Highway 64 (Roy Lamica, EFI Global)

INTRODUCTION: Director Taylor introduced the application for Roy Lamica, with EFI Global, who is requesting Planning Commission approval of a Construction Plan for Phase 1 of the Union Depot First Addition Residential Mixed Use Development. The subject property is located at the northeast corner of Highway 70 & Highway 64. The subject property is within the "SC-1" Planned Unit Commercial Zoning District.

BACKGROUND: On July 22, 2025, the Board of Mayor and Aldermen approved a Special Use Permit to allow for the submittal of development plans for a Residential Mixed Use Development on the 34.2-acre subject property located at the northeast corner of Highway 70 and Highway 64. On May 4, 2026, the Planning Commission approved a Master Plan to subdivide the 34.2 acres of land into a 32-lot residential mixed use subdivision with 387 residential dwelling units. The development will be constructed in five phases. The approved phasing of the development is as follows:

District	Use	Acreage	Lots	Dwelling Units

Phase 1	-	Union Depot Drive/Utilities	-	-	-
Phase 2	Mixed Use Lofts	Mixed Use Commercial/Lofts	9.25	2	200
Phase 3	Mixed Use Lofts	Residential Flats	9.25	1	160
Phase 4	Village	Residential Townhomes	4.9	27	27
Phase 5	Marketplace	Commercial	10.8	2	-

DISCUSSION: The specific request by the applicant is for Construction Plan approval for Phase 1 of the Union Depot First Addition Residential Mixed Use Development. The project scope for Phase 1 includes the construction of Union Depot Drive and the extension of utilities along Union Depot Drive to allow for services to extend for the future phases of Union Depot First Addition Residential Mixed Use Development. The construction plans for Phase 1 of the development include: existing conditions, Union Depot Drive plan and profile, Highway 64 curb plan and profile, signing and marking plan, Highway 64 and 70 intersection improvements and grading, grading and drainage plan, erosion control plans, sanitary sewer plan, box culvert details, and a preliminary final plat. Access to the development will be from the existing traffic light at Highway 70 and Union Depot Drive and a new traffic light to be installed at Highway 64 and Union Depot Drive which will align with Van Der Veer Drive.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1. A Subdivision Contract will be required to cover all associated fees and bond.
2. All new utilities shall be underground.
3. Streetlighting for US 64 and US 70 shall be coordinated by Developer with Memphis and TDOT to ensure adequate lighting is provided.
4. If required, Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jhorne@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.

5. A SWPPP, TDEC General Construction Permit will be required and shall be submitted to the TDEC and the City of Bartlett Engineering office. Permit numbers will be recorded on each page of the erosion control plan.
6. Correct all markups.

Plat:

7. Subdivision monuments shall be shown in accordance with the subdivision regulation.
8. Please show stream buffer.

Stormwater:

9. An updated HECRAS hydraulic drainage study shall be submitted with the Phase 2 submittal to the Engineering Department for review of the existing blue line stream conditions and Flood Plain, and to ensure that adequate detention is provided. Revised detention calculations will be required at that time.
10. In accordance with the Bartlett Stormwater Ordinance, the Blue line stream passing through the Site to the northeast requires a 90' buffer (160 acres) on both sides of the stream. This has been reduced, as outlined below, based on the results of the preliminary HECRAS Study. Proposed Buildings shall be constructed outside of the HECRAS 100 Year Flood Elevation and least 10' off of a 30' Minimum Stream Buffer that is provided over the entire site. Allowance for a narrower stream buffer in certain areas may be considered but only as an exception, not as the rule, and only in areas where buildings are not proposed.
11. This Site may require a Sedimentation basin, per TDEC requirements, during construction.
12. Minimum finished floor elevations shall be set for lots with close proximity to the stream, as follows:
    a. For Residential homes, Town homes, and Apartments, Finished Floor Elevations shall be 30" above the 100 Year Flood Plain. This is in accordance with the Bartlett Zoning Ordinance - Page A-VI-133 Paragraph B1.
    b. For Non-residential construction such as Commercial and Mixed Use, (where commercial is on the first floor.) Finished Floor Elevations shall be 18" above the 100 Year Flood Plain. This is in accordance with the Bartlett Zoning Ordinance - Page A-VI-134 Paragraph 2.

13. An ARAP Permit may be required by TDEC where the proposed road and drainage outfalls necessitate stream modifications.

14. Please provide a (Drainage Narrative) written summary of the existing site drainage patterns (including pre-construction Q25 to each outfall) and how grading will or will not impact it. The Drainage Narrative should include a discussion on impact to adjacent properties, how storm water from the new construction will drain (including post-construction Q25 to each outfall), discuss any planned detention, and show the capacity of the (existing) receiving drainage pipe under Hwy 64.

Erosion Control Plan Stage 1, Stage 2 and Stage 3:

15. During construction, extra care will be needed to ensure that silt is not tracked into Hwy 70 or Hwy 64.
16. Show and label Flowline, Top of Bank, and Stream Buffers for the stream running through the site.
17. Please show the TDEC classification of the receiving stream and the contributing drainage area to outfall(s).

Sewer

18. Sewer connections on existing mains shall show size and capacity of downstream gravity lines for accurate capacity calculations within lines. Sewer design shall meet the requirements of both Bartlett and Memphis or provide alternatives acceptable to service site adequately.
19. Hydraulic sewer calculations should be sent to the City of Memphis to receive a letter of availability. A copy of this letter should be sent to the City of Bartlett Engineering Department.
20. Regarding the existing 10" sewer line on the property, the Developer may have to remediate/repair/replace sections of this sewer line to accommodate the proposed sewer flows from the development.

Water

21. The Developer shall provide building material and construction types to Fire Marshall so an accurate determination of Fire Flow requirements can be made.
22. Depending on finished floor elevations and number of stories, fire flows may be challenging on this site. A 12" extension may be needed through the site as well, connecting the existing 12" on US 70 to the existing 12" on US 64. Because of this:
    - The Developer may have to bore across HWY 70 for water extension. A TDOT permit will be required.

- The Developer may have to bore across HWY 64 for water extension. A TDOT permit will be required and possible lane closure. (Water main is located in middle of sidewalk).
- The Developer may have to extend 12" water across portions HWY 64 frontage.

23. Some multiple story units may require private water distribution pumps to insure minimum operating pressures are maintained for buildings over two stories.

Transportation

24. A traffic analysis has been provided to the City, based on review of this study by the City and in negotiations with the Developer, the City drafted a letter of understanding regarding improvements of Highway 70 and the US 70/US 64 Intersection. These were agreed to by the developer, see attached letter dated January 16, 2026.
25. A ROW dedication of 57' will be required on US 70. An additional lane may be required on one or both sides of US 70 if the traffic study indicates a need for additional capacity in order to maintain an acceptable level of service (LOS), from US 64 and the north property line of this development.
26. All necessary pedestrian and vehicular phases need to be added to the US 70 Traffic Signal to accommodate the additional leg of the intersection, including poles, mast arms, pedestrian signals, signal heads, signs, striping, and all ADA requirements. The Signal should be re-timed to account for expected traffic, but the left and right-turn lanes should be sufficient enough for some stacking, so that US 70 traffic is not frequently stopped during peak traffic times.
27. US 64 Roadwork will need to be agreed upon by Memphis, TDOT, and Bartlett as this portion of the work is within the corporate limits of Memphis. Sidewalks will be required in the right-of-way for ADA accessibility and for use by all users.
28. Memphis will determine the details of the traffic signal at the intersection of US 64 and Van Der Veer, as it will be in their jurisdiction, but TDOT and Bartlett will review and agree as well.
29. The proposed Union Depot Drive will have traffic signals at both intersections with US 70 and US 64. This street shall not be opened to through traffic until these signals are fully installed and operational. Building permits of subsequent phases will not be dependent on the completion of said proposed Union Depot Drive traffic signals, however no certificates of occupancy shall be issued until all proposed traffic signal improvements have been approved and accepted by the City of Memphis and City of Bartlett.

30. Parallel parking is shown on Union Depot Drive. On-street parking should meet the requirements for minimum dimensions. Vehicles should be able to pass through the main drive without being hindered by parked vehicles and should never need to cross over the centerline to go around parked vehicles.
31. ~~The Outline Plan, Section IV, Note D, references on-street parking. No parking, except parallel, will be allowed within public ROW, as conditioned in the June 2025 Special Use Permit Planning Commission.~~
32. The minimum speed limit by ordinance in Bartlett is currently 30 MPH. However, a speed limit of 20 mph was allowed in Union Depot, and the same speed limit will be allowed here. A signage plan will be required.
33. Roads shall be clearly labeled as private or public. Service drives that are set with an inverted crown will need to be private.
34. The Valley Gutter Detail supplied must match the previously approved one used in Union Depot.
35. Signage plans shall be submitted, public signs must meet MUTCD, private signs should also. This includes decorative sign posts. A note shall be added to plans for who is responsible to buy/install/maintain them in the future if they are not our standard.
36. Construction traffic shall be right in-right out and shall use the Hwy 64 entrance.

Planning Conditions:

1. The applicant shall identify the specific Landscape Plate locations on the Outline Plan.
2. The proposed Landscape Plate A along the Highway 70 and 64 frontage shall be revised to be twenty feet wide from the right-of-way as the Zoning Ordinance requires and as approved across the street for the original Union Depot RMU PD instead of the proposed ten feet.
3. The applicant must obtain subdivision Construction Plan and Final Plan approval for each phase of the development.
4. The applicant must attach the Outline Plan with each Final Plat for every phase recording.
5. After completing the subdivision applications, the applicant must obtain Site Plan application approvals from the Planning Commission and the Design Review Commission for Phases 2, 3, and 5.
6. The applicant shall be present at the meetings in order to make decisions to any changes that may be suggested by the Planning Commission.

Director Taylor noted that Engineering Condition #31 should be removed.

Chairman Kaiser asked if the applicant is present.

Roy Lamica, EFI Global, stepped forward.

Mr. Lamica stated that he is in agreement with comments and conditions of staff.

Don Conway made a motion to approve the Construction Plan for Union Depot 1st Addition with comments and conditions in the staff report, and the removal of Engineering Condition #31. James Reid seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

Final Plan

5. Walker Farms Planned Development Phase 5, 6910 Walker Farms Drive (Roy Lamica, EFI Global)

INTRODUCTION: Director Taylor introduced the application for Mr. Roy Lamica, with EFI Global, who is requesting Planning Commission approval of the Final Plan for Walker Farms Planned Development, Phase 5. The subject property is located north of Old Brownsville, and west of Grassland Road within the "RS-12" Residential Zoning District.

BACKGROUND: On August 15, 2024, the Board of Zoning Appeals approved a variance to allow 20-foot front yard setbacks for lots with a twenty-five (25) foot wide sewer easement in the rear yards of Phases 3-5 (In Phase 5 Lots 50-59.)

On December 4, 2024, the Planning Commission approved the Construction and Final Plan for Walker Farms, Phase 3 to subdivide 20.82 acres of land into 45 lots.

DISCUSSION: The specific request by the applicant is for Planning Commission approval of the Final Plan to subdivide 11.79 acres of land into 37 lots ranging in size from 10,000 square feet to 15,264 square feet. Access to the subdivision will be from Hill Farm Drive and Pecan Hollow Drive.

Recommendation: Approval with conditions.

Engineering Conditions:

General:

1) A Subdivision Site Plan contract may be required and will be prepared by Engineering and submitted to the developer/engineer for review to cover the fees to be paid to the City of Bartlett.

2) If required, Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jhorne@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
3) A SWPPP, TDEC General Construction Permit will be required and shall be submitted to the TDEC and the City of Bartlett Engineering office. Permit numbers will be recorded on each page of the erosion control plan.
4) All new utilities shall be underground.
5) Correct all markups.

Plat:

6) Subdivision monuments shall be shown in accordance with the subdivision regulation.
7) Minimum finished floor elevations shall be determined for lots 50-53.

Grading Drainage Plan:

8) Please verify that the Phase 3 detention calculations accounted for additional area contributed from Phase 5.
9) Show pre/post Q25 to outfalls.
10) Please provide a (Drainage Narrative) written summary of the existing site drainage patterns (including pre-construction Q25 to each outfall) and how grading will or will not impact it. The Drainage Narrative should include a discussion on impact to adjacent properties, how storm water from the new construction will drain (including post-construction Q25 to each outfall), whether the site is currently over detained, an update on the status of the phase 3 detention, and what will happen with the D11 outfall when future phases are constructed.
11) Please realign drainage pipes that are shown under curb and gutter (see mark-ups).

Erosion Control Plan Phase 2:

12) EPSCs to be installed behind curb and gutter until lots are final stabilized.
13) Please show the TDEC classification of the receiving stream and the contributing drainage area to outfalls (All ECP sheets).

Sanitary Sewer Plan:

14) Show sewer services.

Off-Street Sewer Profiles:

15) Please show plan view along with profile.

Hill Farm Drive Plan and Profile:

16) Ductile iron required for sewer near Drainage Structure B09 (see mark-up).

Long Drive Plan and Profile:

17) Please increase cover for DP_D10-D11 (see mark-up).

Drainage Details:

18) Detail for type D headwall, the inlet elevation should show a concrete apron similar to the outlet elevation.

Planning Conditions:

1. The applicant shall add landscape plates from the existing recorded plat for Walker Farms PD Phase 1 to the proposed final plat.
2. The applicant shall include a tree protection plan called out in the Walker Farms Phase 3 cover letter.
3. The applicant shall update the instrument numbers for the HOA By-Laws and Covenants and Restrictions shown on the final plat as related documents are re-recorded.
4. The applicant shall identify the location of the required Post Office cluster box on the final plat.
5. The applicant shall apply to the Design Review Commission for the approval of subdivision fence materials, landscaping, and any other common features.
6. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.

Chairman Kaiser asked if the applicant is present.

Roy Lamica, EFI Global, stepped forward.

Mr. Lamica stated that he is in agreement with comments and conditions of staff.

Jack Young made a motion to approve the Final Plan for Walker Farms Planned Development Phase 5 with comments and conditions in the staff report. Greg Easton seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

6. Union Depot 1st Addition Phase 1, 7024 Highway 64 (Roy Lamica, EFI Global)

INTRODUCTION: Director Taylor introduced the application for Roy Lamica, with EFI Global, who is requesting Planning Commission approval of a Final Plan for Phase 1 of the Union Depot First Addition Residential Mixed Use Development. The subject property is located at the northeast corner of Highway 70 & Highway 64. The subject property is within the "SC-1" Planned Unit Commercial Zoning District.

BACKGROUND: On July 22, 2025, the Board of Mayor and Aldermen approved a Special Use Permit to allow for the submittal of development plans for a Residential Mixed Use Development on the 34.2-acre subject property located at the northeast corner of Highway 70 and Highway 64. On May 4, 2026, the Planning Commission approved a Master Plan to subdivide the 34.2 acres of land into a 32-lot residential mixed use subdivision with 387 residential dwelling units. The development will be constructed in five phases. The approved phasing of the development is as follows:

	District	Use	Acreage	Lots	Dwelling Units
Phase 1	-	Union Depot Drive/Utilities	-	-	-
Phase 2	Mixed Use Lofts	Mixed Use Commercial/Lofts	9.25	2	200
Phase 3	Mixed Use Lofts	Residential Flats	9.25	1	160
Phase 4	Village	Residential Townhomes	4.9	27	27
Phase 5	Marketplace	Commercial	10.8	2	-

DISCUSSION: The specific request by the applicant is for Final Plan approval for Phase 1 of the Union Depot First Addition Residential Mixed Use Development. The project scope for Phase 1 includes the construction of Union Depot Drive and the extension of utilities along Union Depot Drive to allow for services to extend for the future phases of Union Depot First Addition Residential Mixed Use Development. Access to the development will be from the existing traffic light at Highway 70 and Union Depot Drive and a new traffic light to be installed at Highway 64 and Union Depot Drive which will align with Van Der Veer Drive.

Recommendation: Approval with conditions.

Engineering Conditions:
General:

1) A Subdivision Contract will be required to cover all associated fees and bond.
2) All new utilities shall be underground.
3) Streetlighting for US 64 and US 70 shall be coordinated by Developer with Memphis and TDOT to ensure adequate lighting is provided.
4) If required, Applicant/ Engineer shall provide a **digital set of drawing** files showing the sanitary sewer lines, drainage lines, lot lines and all improvements in AutoCAD format to dhubbard@cityofbartlett.org and jhorne@cityofbartlett.org for use in the preparation of the Water Design Plan. This plan will be coordinated with the site design engineer to resolve any conflicts.
5) A SWPPP, TDEC General Construction Permit will be required and shall be submitted to the TDEC and the City of Bartlett Engineering office. Permit numbers will be recorded on each page of the erosion control plan.
6) Correct all markups.

Plat:

7) Subdivision monuments shall be shown in accordance with the subdivision regulation.
8) Please show stream buffer.

Stormwater:

9) An updated HECRAS hydraulic drainage study shall be submitted with the Phase 2 submittal to the Engineering Department for review of the existing blue line stream conditions and Flood Plain, and to ensure that adequate detention is provided. Revised detention calculations will be required at that time.
10) In accordance with the Bartlett Stormwater Ordinance, the Blue line stream passing through the Site to the northeast requires a 90' buffer (160 acres) on both sides of the stream. This has been reduced, as outlined below, based on the results of the preliminary HECRAS Study. Proposed Buildings shall be constructed outside of the HECRAS 100 Year Flood Elevation and least 10' off of a 30' Minimum Stream Buffer that is provided over the entire site. Allowance for a narrower stream buffer in certain areas may be considered but only as an exception, not as the rule, and only in areas where buildings are not proposed.
11) This Site may require a Sedimentation basin, per TDEC requirements, during construction.
12) Minimum finished floor elevations shall be set for lots with close proximity to the stream, as follows:

a. For Residential homes, Town homes, and Apartments, Finished Floor Elevations shall be 30" above the 100 Year Flood Plain. This is in accordance with the Bartlett Zoning Ordinance - Page A-VI-133 Paragraph B1.
b. For Non-residential construction such as Commercial and Mixed Use, (where commercial is on the first floor.) Finished Floor Elevations shall be 18" above the 100 Year Flood Plain. This is in accordance with the Bartlett Zoning Ordinance - Page A-VI-134 Paragraph 2.

13) An ARAP Permit may be required by TDEC where the proposed road and drainage outfalls necessitate stream modifications.
14) Please provide a (Drainage Narrative) written summary of the existing site drainage patterns (including pre-construction Q25 to each outfall) and how grading will or will not impact it. The Drainage Narrative should include a discussion on impact to adjacent properties, how storm water from the new construction will drain (including post-construction Q25 to each outfall), discuss any planned detention, and show the capacity of the (existing) receiving drainage pipe under Hwy 64.

Erosion Control Plan Stage 1, Stage 2 and Stage 3:

15) During construction, extra care will be needed to ensure that silt is not tracked into Hwy 70 or Hwy 64.
16) Show and label Flowline, Top of Bank, and Stream Buffers for the stream running through the site.
17) Please show the TDEC classification of the receiving stream and the contributing drainage area to outfall(s).

Sewer

18) Sewer connections on existing mains shall show size and capacity of downstream gravity lines for accurate capacity calculations within lines. Sewer design shall meet the requirements of both Bartlett and Memphis or provide alternatives acceptable to service site adequately.
19) Hydraulic sewer calculations should be sent to the City of Memphis to receive a letter of availability. A copy of this letter should be sent to the City of Bartlett Engineering Department.
20) Regarding the existing 10" sewer line on the property, the Developer may have to remediate/repair/replace sections of this sewer line to accommodate the proposed sewer flows from the development.

Water

21) The Developer shall provide building material and construction types to Fire Marshall so an accurate determination of Fire Flow requirements can be made.
22) Depending on finished floor elevations and number of stories, fire flows may be challenging on this site. A 12" extension may be needed through the site as well, connecting the existing 12" on US 70 to the existing 12" on US 64. Because of this:
    a. The Developer may have to bore across HWY 70 for water extension. A TDOT permit will be required.
    b. The Developer may have to bore across HWY 64 for water extension. A TDOT permit will be required and possible lane closure. (Water main is located in middle of sidewalk).
    c. The Developer may have to extend 12" water across portions HWY 64 frontage.
23) Some multiple story units may require private water distribution pumps to insure minimum operating pressures are maintained for buildings over two stories.

Transportation:

24) A traffic analysis has been provided to the City, based on review of this study by the City and in negotiations with the Developer, the City drafted a letter of understanding regarding improvements of Highway 70 and the US 70/US 64 Intersection. These were agreed to by the developer, see attached letter dated January 16, 2026.
25) A ROW dedication of 57' will be required on US 70. An additional lane may be required on one or both sides of US 70 if the traffic study indicates a need for additional capacity in order to maintain an acceptable level of service (LOS), from US 64 and the north property line of this development.
26) All necessary pedestrian and vehicular phases need to be added to the US 70 Traffic Signal to accommodate the additional leg of the intersection, including poles, mast arms, pedestrian signals, signal heads, signs, striping, and all ADA requirements. The Signal should be re-timed to account for expected traffic, but the left and right-turn lanes should be sufficient enough for some stacking, so that US 70 traffic is not frequently stopped during peak traffic times.
27) US 64 Roadwork will need to be agreed upon by Memphis, TDOT, and Bartlett as this portion of the work is within the corporate limits of Memphis. Sidewalks will be required in the right-of-way for ADA accessibility and for use by all users.

28) Memphis will determine the details of the traffic signal at the intersection of US 64 and Van Der Veer, as it will be in their jurisdiction, but TDOT and Bartlett will review and agree as well.
29) The proposed Union Depot Drive will have traffic signals at both intersections with US 70 and US 64. This street shall not be opened to through traffic until these signals are fully installed and operational. Building permits of subsequent phases will not be dependent on the completion of said proposed Union Depot Drive traffic signals, however no certificates of occupancy shall be issued until all proposed traffic signal improvements have been approved and accepted by the City of Memphis and City of Bartlett.
30) Parallel parking is shown on Union Depot Drive. On-street parking should meet the requirements for minimum dimensions. Vehicles should be able to pass through the main drive without being hindered by parked vehicles and should never need to cross over the centerline to go around parked vehicles.
~~31) The Outline Plan, Section IV, Note D, references on-street parking. No parking, except parallel, will be allowed within public ROW, as conditioned in the June 2025 Special Use Permit Planning Commission.~~
32) The minimum speed limit by ordinance in Bartlett is currently 30 MPH. However, a speed limit of 20 mph was allowed in Union Depot, and the same speed limit will be allowed here. A signage plan will be required.
33) Roads shall be clearly labeled as private or public. Service drives that are set with an inverted crown will need to be private.
34) The Valley Gutter Detail supplied must match the previously approved one used in Union Depot.
35) Signage plans shall be submitted, public signs must meet MUTCD, private signs should also. This includes decorative sign posts. A note shall be added to plans for who is responsible to buy/install/maintain them in the future if they are not our standard.
36) Construction traffic shall be right in-right out and shall use the Hwy 64 entrance.

Planning Conditions:

1. The applicant shall identify the specific Landscape Plate locations on the Outline Plan.
2. The proposed Landscape Plate A along the Highway 70 and 64 frontage shall be revised to be twenty feet wide from the right-of-way as the Zoning Ordinance requires and as approved across the street for the original Union Depot RMU PD instead of the proposed ten feet.
3. The applicant must obtain subdivision Construction Plan and Final Plan approval for each phase of the development.

4. The applicant must attach the Outline Plan with each Final Plat for every phase recording.
5. After completing the subdivision applications, the applicant must obtain Site Plan application approvals from the Planning Commission and the Design Review Commission for Phases 2, 3, and 5.
6. The applicant shall be present at the meetings in order to make decisions to any changes that may be suggested by the Planning Commission.

Director Taylor noted that Engineering Condition #31 should be removed.

Chairman Kaiser asked if the applicant is present.
Roy Lamica, EFI Global, stepped forward.

Mr. Lamica stated that he is in agreement with comments and conditions of staff.

James Reid made a motion to approve the Final Plan for Union Depot 1st Addition with comments and conditions in the staff report, and the removal of Engineering Condition #31. Randy Jowers seconded the motion. Roll Call Vote: All members present voted Yes. Motion carries.

Open Discussion

Chairman Kaiser called for further discussion. Hearing none.

Adjourned at 7:11 p.m.

RESOLUTION 22-26

A Resolution approving a Special Use Permit to allow a Secondhand Retail establishment to be located at 6313 Stage Road, within the "C-G" General Business Zoning District.

WHEREAS, an application has been made for a Special Use Permit to allow a Secondhand Retail establishment to be located at 6313 Stage Road, within the "C-G" General Business Zoning District.

WHEREAS, according to Article 5, Chart I of the Bartlett Zoning Ordinance, a Special Use Permit is required in the "C-G" General Business Zoning District to operate a Secondhand Retail establishment.

WHEREAS, the Planning Commission reviewed the proposed Special Use Permit to allow a Secondhand Retail establishment to be located at 6313 Stage Road, on Monday, June 1, 2026, in accordance with their regulations and approved the favorable recommendation of approval of the Special Use Permit; and

WHEREAS, the Board of Mayor and Aldermen held a Public Hearing on the 28th day of July, 2026, and approved the Special Use Permit to allow a Secondhand Retail establishment to be located at 6313 Stage Road, subject to the following conditions:

Engineering Conditions: None.

Planning Conditions:

1. The owner/applicant shall be present at the meeting in order to make decisions relative to any changes that may be suggested by the Planning Commission.
2. The applicant shall be present at the corresponding Board of Mayor and Aldermen meetings to make decisions relative to any changes that maybe suggested by the Board of Mayor and Aldermen.

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF BARTLETT, TENNESSEE, that the Special Use Permit to allow a Secondhand Retail establishment to be located at 6313 Stage Road incorporating the above listed conditions, is approved.

ADOPTED THIS 28th DAY OF JULY, 2026.

Harold Brad King, Register to the Board of Mayor and Aldermen

David Parsons, Mayor

Penny Medlock, City Clerk

Board of Mayor and Aldermen
July 28, 2026

Item Memo

Consent Summary:
The Legend of Stanky Creek event will be held Saturday, September 27 from 8 a.m. to 6 p.m. at Nesbit Park.

Formal Body:

Attachments:
Stanky Creek Cycling-Mountain Bike Race

Bartlett
TENNESSEE
HOMETOWN PROUD

APPLICATION FOR SPECIAL EVENT
OFFICE OF BARTLETT CODE ENFORCEMENT
BARTLETT, TN 38134
901-385-6425

5760 Yale Road Bartlett — Address
38135 — Zip Code

Saturday 9/27/25 — Dates of the Event
8A-6P — Hours of the Event

Mountain Bike Race — Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett — Property Owner

Stanky Creek Cycling — Special Event Permit Applicant
3539 Lily Lane Memphis 38111 — Address of Applicant

9013561465 — Phone Number
Kwatson901@gmail.com — Email Address

Check all items that apply:

For information call (901) 385-6425.

- ✓ Letter of Permission
- ✓ Insurance **(See page 7)**
- ____ Tents (Fire Retardant letter included)
- ✓ Special Event Checklist
- ✓ Map
- ____ Sign or Banner
- ____ Food Vendor(s)

$60.00	Special Event Fee
$5.00	Permit Issuing Fee
$7.00	Software Fee

_____ Total Fees

Kris Watson — Responsible Person
7-11-25 — Date

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

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

Special Event Checklist

Event: The Legend of Stanky Creek mtb race

Location: Nesbit Park

Dates: Saturday, Sept 27, 2025

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

___*Yard sales. Yard sales regulated under Article VI, Section l of the Zoning Ordinance.*

___*Auctions/Estate Sales.* Auctions/estate sale for individual property that is not considered a Special Event and is conducted by duly licensed auctioneers.

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

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

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

___*Political campaigning.* Campaigning for public office.

Performance standards:

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

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

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

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

	Submitted or ok	N/A		Comments
19		X	***The area of parking lot dedicated to outdoor special events.*** a. No more than ten (10) percent of the parking stalls required for the structure, associated with the parking lot in which the special event occurs, shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that struch1re. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used onprivate parking lots provided any damage resulting from them shall be repaired upon cessation of the event and removal of the devices.	
20		X	***City services,*** If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services, The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	

Insurance Coverage: City of Bartlett Property

Insurance coverage. Special events **held on City of Bartlett Property;** the recipients shall show proof of liability insurance at time of application. The Certificate of Insurance shall name the City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions as additional insureds in an amount determined by the Chief Administrative Officer based on the nature of the special event. The City of Bartlett shall be named Certificate Holder.

See Example Below (Found at bottom of Certificate of insurance)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Bartlett, its elected officials, appointees, employees and members of boards, agencies or commissions shall be named as additional insureds.

CERTIFICATE HOLDER

City of Bartlett
6400 Stage Road
Bartlett TN 38134

Insurance Coverage: Non-City of Bartlett Property

Insurance coverage. Special events **held on Non-City of Bartlett Property;** the recipients shall provide proof of liability insurance at time of application. The Certificate of Insurance shall name the City of Bartlett as Certificate Holder.

See Example Below

CERTIFICATE HOLDER

City of Bartlett
6400 Stage Road
Bartlett TN 38134

Conditions:

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

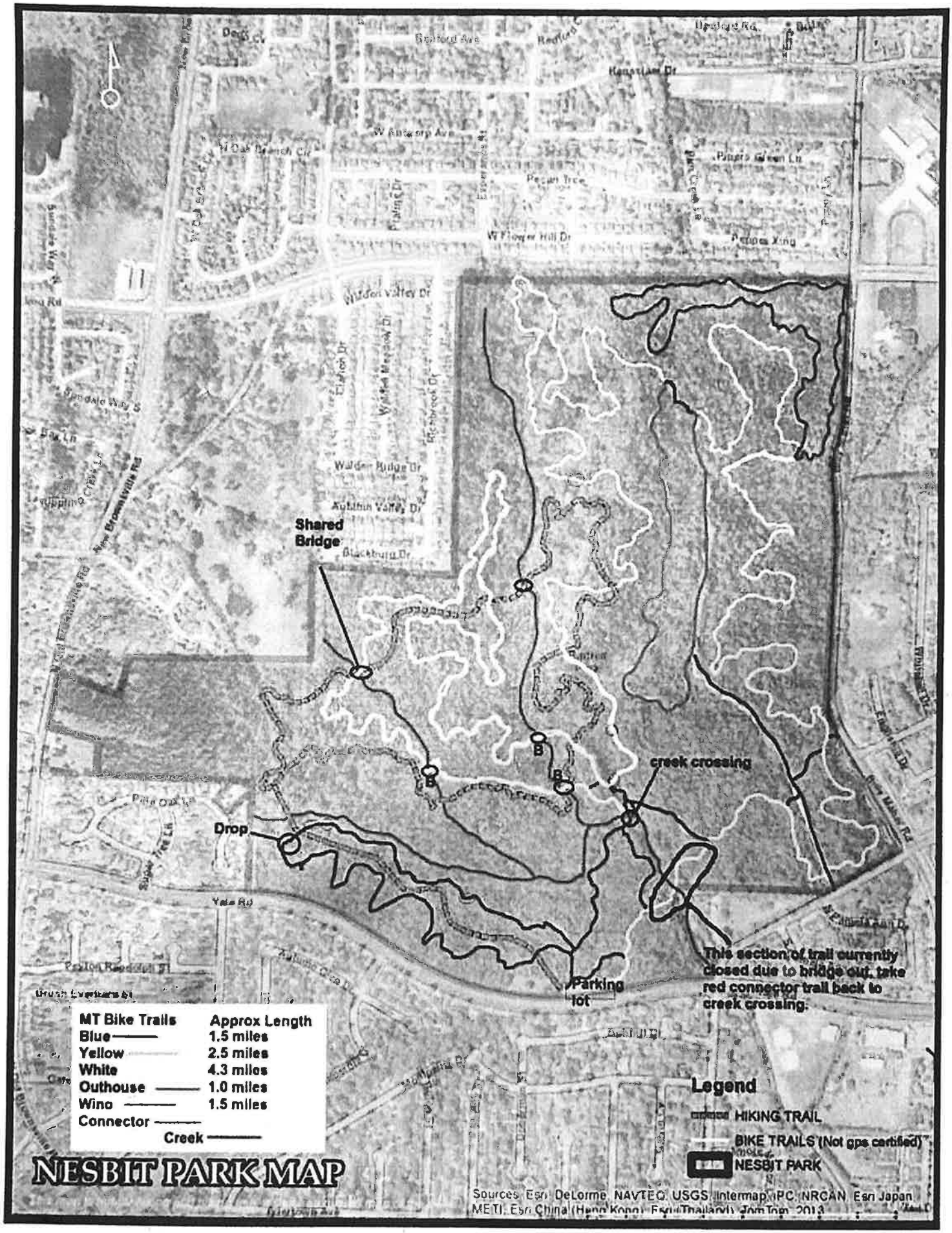
	Required or ok	N/A		Comments
21		Y	Limitations on signs.	
22		X	Temporary arrangements for parking and traffic circulation.	
23	X		Requirements for screening/buffering and guarantees for site restoration and cleanup following the special event.	
24		Y	Modifications or restrictions on the hours of operation,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

Special events permit application, content and submission requirements

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

The application shall set forth and contain the following information:

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


Shared Bridge
creek crossing
Drop
Parking lot
This section of trail currently closed due to bridge out, take red connector trail back to creek crossing.
MT Bike Trails
Approx Length
Blue 1.5 miles
Yellow 2.5 miles
White 4.3 miles
Outhouse 1.0 miles
Wino 1.5 miles
Connector
Creek
Legend
HIKING TRAIL
BIKE TRAILS (Not gps certified)
NESBIT PARK
NESBIT PARK MAP
Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri Thailand, TomTom, 2013

Bartlett
TENNESSEE
HOMETOWN PROUD

David Parsons, *Mayor*
Paul Wright, CPRE, *Parks Director*
Jimbo Draffin, Assistant Parks Director

March 26, 2026

To Whom it May Concern,

Kris Whitson with Stanky Creek Cycling has requested permission to use Nesbit Park for The Legend of Stanky Creek Race on Saturday, September 19, 2026. This will be an all-day event, with setup beginning at 8:00 a.m. and breakdown/clean up ending by 5:00 p.m. The race itself will begin at 10:00 a.m. and run until 4:00 p.m.

Permission is hereby given by Barlett Parks and Recreation Department pending approval by Code Enforcement.

Respectfully,

Paul Wright, CPRE | Director

Bartlett
PARKS & RECREATION
EXPLORE • PLAY • GATHER • GROW

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/17/2026

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

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

PRODUCER	CONTACT NAME:	
McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138	PHONE (A/C, No, Ext): (641) 842-2135	FAX (A/C, No): (641) 828-2013
	E-MAIL ADDRESS: sports@mckayinsagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Silent Sports Association-MBR Stanky Creek Cycling 3539 Lily Lane Memphis TN 38111	INSURER A : Evanston Insurance Company	35378
	INSURER B : Gerber Life Insurance Company	70939
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2671769668 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Includes Athletic Participants [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Event	Y	N	3607AH010099-8	09/19/2026	09/20/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Accident Medical			15-070944-25	09/19/2026	09/20/2026	Excess Deductible $250	$25,000

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

The Legend of Stanky Creek XC Mountain Bike Race: September 19, 2026. City of Bartlett, its elected officials, appointees, employees, and members of boards, agencies or commissions is an additional insured but only with respect to liability arising out of the operations of the above named insured. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER

City of Bartlett
6400 Stage Road
Bartlett TN 38134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2025 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Board of Mayor and Aldermen
July 28, 2026

Item Memo

Consent Summary:
The event will be held Sunday, August 2, from 1:00 p.m. to 4:00 p.m. at the A. Keith McDonald Pavilion at W.J. Freeman Park located at 2629 Bartlett Blvd.

Formal Body:

Attachments:
Altruria PTO-Back to School Picnic

Bartlett
TENNESSEE
HOMETOWN PROUD

APPLICATION FOR SPECIAL EVENT
OFFICE OF BARTLETT CODE ENFORCEMENT
BARTLETT, TN 38134
901-385-6425

2629 Bartlett Blvd — Address
38134 — Zip Code

Sunday, August 2, 2026 — Dates of the Event
1:00 PM - 4:00 PM — Hours of the Event

Back to School Picnic (McDonald Pavilion) — Type of Event (Fund Raiser, Seasonal, Tent Sale, Sidewalk Sale, Public Attraction)

City of Bartlett + Fundraiser — Property Owner

Jennifer A Mezo — Special Event Permit Applicant
2487 S. Flowering Tree Cove 38134 — Address of Applicant

901 336 9577 — Phone Number
Altruria PTO — Fax Number

jennyb336@msn.com

Check all items that apply:

For information call (901) 385-6425.

- ✓ Letter of Permission
- ✓ Insurance
- ___ Tents (Fire Retardant letter included)
- ✓ Special Event Checklist
- ✓ Map
- ___ Sign or Banner
- ___ Food Vendor(s)

$60.00	Special Event Fee
$5.00	Permit Issuing
$7.00	Fee Software Fee
	3% Credit Card
72.00	Total Fees

Jennifer A Mezo — Responsible Person
1 July 2026 — Date

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

APPROVAL

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

Special Event Checklist

Event: Back to School Picnic + Fundraiser

Location: 2629 Barnett Blvd

Dates: Aug. 2, 2026 1pm-4pm

Type of special event: (Check one.)

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

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

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

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

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

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

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

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

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

___ *Yard sales. Yard sales regulated under Article VI, Section l of the Zoning Ordinance.*

___ *Auctions/Estate Sales.* Auctions/estate sale for individual property that is not considered a Special Event and is conducted by duly licensed auctioneers.

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

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

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

___ *Political campaigning.* Campaigning for public office.

Performance standards:

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

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

	Submitted or ok	N/A		Comments
12		✓	**Type 3 outdoor sales at a specific location may be permitted only as follows:** a. Outdoor sales may be permitted once in each calendar month if the duration is not more than three (3) days. b. Outdoor sales may be permitted once in each calendar quarter if the duration is more than three (3) days but not more than ten (I 0) days. c. **The minimum time between consecutive outdoor sales periods for the same business on the same property** shall be fourteen (14) days from the end of one period to the beginning of the next period. Permitted durations are not cumulative at anytime, that is, the time periods in both "a" and "b" may not be added together.	one-time event
13	✓		*Traffic circulation.* **The special event shall not cause undue traffic congestion, given anticipated attendance and the design of adjacent streets,** intersections, parking and traffic controls. All sidewalks shall be left open for pedestrian traffic unless special approval is received for blockage. No alleys, driveways, fire lanes or other access points shall be blocked by the **special event unless specific approval is granted for the special event.**	
14		✓	*Street closings.* The special event permit recipients shall **be responsible for securing, installing and immediate removal upon cessation all barricades and signs when** street closings are approved. Large Class III barricades shall be sandbagged to prevent blowing over.	

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

	Submitted or ok	N/A		Comments
19	✓		***The area of parking lot dedicated to outdoor special events.*** a. No more than ten (10) percent of the parking stalls required for the structure, associated with the parking lot in which the special event occurs, shall be permitted to be used for a special event. Regardless of how many stalls are occupied by the special event, no special event that occurs in the parking lot for a permanent structure may cause a parking shortage for primary and accessory uses associated with that struch1re. b. No spikes, nails, anchors or other devices shall be driven into any public street, sidewalk or parking lot surface or into any existing concrete or asphalt. Such devices may be used onprivate parking lots provided any damage resulting from them shall be repaired upon cessation of the event and removal of the devices.	
20	✓		***City services,*** If the applicant requests the City to provide services or equipment, including but not limited to traffic control or security personnel, or if the City otherwise determines that services or equipment are required to protect the public health, safety, or general welfare, the applicant shall be required to reimburse the City for the cost of the services, The City may require the applicant to submit a security deposit, in an amount determined by the Chief Administrative Officer and in the form approved by the City Attorney, prior to the event to ensure that the applicant complies with this provision.	

Conditions:

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

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

Special events permit application, content and submission requirements

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

The application shall set forth and contain the following information:

	Submitted or ok	N/A		Comments
28	✓		Name and address of the applicant.	Jenny Mezo 2487 S. Flowering Tree Cvc Bartlett 38134
29	✓		Names and address of the owner of the premises on which the proposed event is to be held.	City of Bartlett
30	✓		Written approval from the property owner agreeing to the proposed event, if the applicant is not the same as the property owner.	
31	✓		Description of the site on which the proposed event *is* to be held.	McDonald Pavilion Freeman Park
32	✓		Date of the proposed event.	Sunday 8-2-26
33	✓		A narrative written description of the proposed event, the hours of operation, anticipated attendance, and any buildings/ structures, signs or attention attracting devices proposed to be used in conjunction with the event, as well as a statement that the standards set forth in this Section have been satisfied. The narrative written description shall also state what public streets, if any, are requested to be used for the special event.	
34	✓		A site plan in the form and the level of detail as required by the Permitting Official, showing the location of all existing or proposed uses, structures, parking areas, outdoor display areas, signs, streets, and property lines.	
35	✓		Location and number of proposed temporary public toilets.	
36	✓		Proposed temporary potable water supplies, which shall be subject to approval by the Director of Code Enforcement, pursuant to applicable authority of the City.	
37	✓		Any other information deemed necessary by the Permitting Official to ensure compliance with the standards set forth in this Section.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Bartlett, its elected officials, appointees, employees and members of boards, agencies or commissions 6400 Stage Road Bartlett, TN 38134
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

ASSOCIATION INSURANCE MANAGEMENT INC

MEMBER CERTIFICATE OF INSURANCE

07/08/2026

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

Named Insured Member (mailing address):

Altruria Elementary PTO
Laura Carter or Current Officer
6641 Deermont Drive
Bartlett, TN 38134

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 742946
Dallas, TX 75374-2946

Producer Name

AIM Association Insurance Management, Inc.
P.O. Box 742946
Dallas, TX 75374-2946

Named Insured Member (physical address):

6641 Deermont Drive
Bartlett, TN 38134

Insured #: TN212817

Coverage	Policy #	Effective Dates	Deductible	Limits of Insurance	
General Liability Concert Specialty Insurance Company	GL2026AIM11310	07/30/26 - 07/30/27	$0	Per Occurrence	$1,000,000
		07/30/26 - 07/30/27	$0	Damage to Rented Premises	$50,000
		07/30/26 - 07/30/27	$0	Extended Medical	$5,000
		07/30/26 - 07/30/27		Personal & Advertising Injury	$1,000,000
				General Aggregate	$2,000,000
				Products - Comp/Ops	$2,000,000
Fidelity Bond (Crime) Concert Specialty Insurance Company	CR2026AIM08534	07/30/26 - 07/30/27	$0	Per Occurrence / Aggregate	$25,000
Directors and Officers Concert Specialty Insurance Company	DO2026AIM09772	07/30/26 - 07/30/27	$0	Per Occurrence / Aggregate	$1,000,000
	Retroactive Date:07/30/2024				

City of Bartlett, its elected officials, appointees, employees and members of boards, agencies or commissions is added as an additional insured under the General Liability policy only, on a primary and non-contributory basis subject to a written contract or agreement.
Event: Back to School Picnic
Date: 8/2/26-8/3/26

Print Date: 7/8/2026

Certificate Holder:

City of Bartlett
6400 Stage Road
Bartlett, TN 38134

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any complete the above numbered policy. Copies of the Master Policies are available upon request.

AUTHORIZED REPRESENTATIVE

Print Date: 7/8/2025


Junk Email
Zoom
https://www.google.com/maps/@35.1992583,-89.8694732,100m/data=!3m1!1e3?entry=ttu&g_ep=EgoyMDI2MDYyOS4wIKXMDSoASAFQAw%3D%3D
Search Google Maps
Restaurants
Hotels
Things to do
Museums
Transit
Pharmacies
ATMs
Ask Maps
Saved
Recents
Bartlett & Memphis
Get app
Layers
A.Keith McDonald Pavilion
Bartlett Station Farmers Market
Recently viewed
Bartlett Blvd
Google Maps
Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google
Search

Bartlett
TENNESSEE
HOMETOWN PROUD

David Parsons, *Mayor*
Paul Wright, CPRE, *Parks Director*
Jimbo Draffin, Assistant Parks Director

July 8, 2026

City of Bartlett
Code Enforcement
6462 Stage Rd.
Bartlett, TN. 38134

Jennifer Mezo with Altura Elementary PTO has requested to use the AKM Pavilion on the following date: Sunday, August 2, 2026, from 1:00pm to 4:00pm to host a Back-to-School Picnic & Fundraiser.

Permission is hereby given by Bartlett Paks and Recreation Department pending approval by the Mayor and Board of Alderman.

Sincerely,

Paul Wright, CPRE |Director

Bartlett
PARKS & RECREATION
EXPLORE • PLAY • GATHER • GROW

Board of Mayor and Aldermen
July 28, 2026

Item Memo

Consent Summary:
Request to purchase one 2026 FC-94 Spartan E-One Rescue Pumper from Sunbelt Fire through Sourcewell contract #082025-RVG for a total cost of $750,700.00. Funds are available in Account 311.48311.785.25227.

Formal Body:

Attachments:
2026 Rescue Pumper Specs 7.10.2026

Provisional Change Order Request

All vehicle changes must be noted on a change order form to take effect on the vehicle. This is not a summary of approved changes; for work to proceed, this form must be signed and returned prior to the expiration date noted below.

SunbeltFire

Date: 6/25/2026

Shop Order No.: 149272

Customer: City of Bartlett

Person Requesting Change: Alan Gho

Original Contract Price: $ 740,000.00

Codes for Changes: A=Add D=Delete Note=Add a note to this item OPT=Option Pricing

Manufacturer Changes

Initials	Code	Item	Qty.	Description	Unit Price	Total
	Subtotal of Manf. Vehicle Changes					$ -

Sunbelt Changes

Initials	Code	Item	Qty.	Description	Unit Price	Total
	A	OP-0002	1	Provide and mount 12v DC on board air compressor	$ 2,780.00	$ 2,780.00
	A	OP-0003	1	Fabricate and install cup holders w/electrical outlets	$ 582.00	$ 582.00
	A	OP-0004	1	Provide and mount 3kw Cummins inverter L1 Compt	$ 2,170.00	$ 2,170.00
	A	OP-0005	1	Run additional outlet from inverter to R1 Compt	$ 600.00	$ 600.00
	A	OP-0006	4	Install 4 upper shelves	$ 540.00	$ 2,160.00
	A	OP-0001	1	Mounting of Vulcan Box lights wired to battery power	$ 540.00	$ 540.00
	A	SL44365	4	Light, Vulcan Clutch 12V Dc Vehicle	$ 467.00	$ 1,868.00
	Subtotal of Sunbelt-Supplied Equipment/Modifications					$ 10,700.00

What is the Impact of this Change on Delivery Date of the Vehicle?

What is the Impact of this Change on a Penalty Clause for this Vehicle? N/A

Signed Change Order Form Due By: 6/30/2026

Total Changes: ***$ 10,700.00***

New Contract Price: *$ 750,700.00*

Bill Separately: ☐

Revisions Required: ☐ *(please note any requested revisions on this form)*

All Changes Declined: ☐

Customer Approval: _____ Date: _____

New Truck Sales Approval: _____ Date: _____

Sunbelt Fire, Inc. - 8050 McGowin Drive - Fairhope, AL 36532

Sunbelt Controlled Form - Rev. 102825

FC-94

Sunbelt Fire
8050 McGowin Drive
Fairhope, AL 36532

Prepared By : RICK STUARDI
800-642-8484
rstuardi@sunbeltfire.com

Prepared For : SUNBELT FIRE INC
SUNBELT FIRE INC

Tuesday, April 14, 2026, 7:50:20â€¯AM Central Daylight Time

Prepared By RICK STUARDI
Quote Id : 148500,Revision Level: 14
Phone : 800-642-8484
Order Id:
Lead Unit Order Id:

Prepared For SUNBELT FIRE INC
SUNBELT FIRE INC

Sales Order Number: 148500
Lead Sales Order Number: 148500

Quotation

		Description
VEHICLE		
0100-020	**MODEL**	FC-94
8012-007	**CUSTOMERS / OEMS**	E-One (05420)[1002926]
8011-026	**MODEL YEAR**	Model Year - 2026
8001-001	**COUNTRY OF SERVICE**	Country of Service United States Of America
8017-001	**CAB AND CHASSIS LABELING LANGUAGE**	Cab and Chassis Labeling Language English
8006-009	**APPARATUS TYPE**	Apparatus Type Pumper
8008-001	**VEHICLE TYPE**	Vehicle Type Straight Truck
8008A-000	**VEHICLE ANGLE OF APPROACH PACKAGE**	Vehicle Angle of Approach NFPA Minimum 8.00 Degrees
0104-001	**AXLE CONFIGURATION**	Axle Configuration 4x2 (Rear Axle Drive Only)
0101-003	**GROSS AXLE WEIGHT RATINGS FRONT**	GAWR Front 20000#
0102-004	**GROSS AXLE WEIGHT RATINGS REAR**	GAWR Rear 27000#
8010-201	**PUMP PROVISION**	Pump Provision Driveline Midship, Pump Mode Prog w/Auto Park Brake "N"
8009-013	**WATER & FOAM TANK CAPACITY**	Water & Foam Tank Capacity 750 to 1250 Gallons
8003-200	**WARRANTY**	Warranty Cab and Chassis (1) Year RFW0101
CAB		
1000-004	**CAB STYLE**	Cab Style MFD 10" Raised Roof
8101-001	**OCCUPANT PROTECTION**	REMOVE Occupant Protection
1501-018	**CAB FRONT FASCIA**	Cab Frt Fascia Classic w/Quad Headlight Bezels
1518-060	**FRONT GRILLE**	Cab Frt Grille FC-94
1551-002	**CAB UNDERCOAT**	Cab Undercoat
1552-002	**CAB SIDE DRIP RAIL**	Cab Side Drip Rail
1521-001	**CAB PAINT EXTERIOR**	Cab Paint Exterior Single Color
1533-001	**CAB PAINT PROCESS/MANUFACTURER**	Cab Paint Process/Manufacturer PPG
1522-2325	**CAB PAINT PRIMARY/LOWER COLOR**	Cab Paint Primary/Lower- Change Order - Lime Green
8013-154	**CAB PAINT WARRANTY**	Cab Paint Warranty PPG (1) Year RFW0701
1334-036	**CAB PAINT INTERIOR**	Cab Paint Int Multi-tone Silver Gray
1005-001	**CAB ENTRY DOORS**	Cab Entry Doors (4)
1101-102	**CAB ENTRY DOOR TYPE**	Cab Entry Door Type Barrier Free w/Pollak Switches
1322-007	**CAB INSULATION**	Cab Insulation Nonwoven Polyester Fiber
8004-032	**CAB STRUCTURAL WARRANTY**	Cab Structural Warranty (5) Year RFW0601
9001-006	**CAB TEST INFORMATION**	Cab Test Information Crash Test ECE-R29/SAE J2420/SAE J2422
ELECTRICAL POWER DISTRIBUTION		
5000-018	**ELECTRICAL SYSTEM**	Elec System 12V DC Multiplex

5004-002	**LOAD MANAGEMENT SYSTEM**	Load Management System Multiplex
5622-003	**DATA RECORDING SYSTEM**	Data Recording Sys Vehicle Data Weldon MUX
5031-005	**ACCESSORY POWER**	Accessory Pwr & Gnd Stud 40A Batt Dir & 15A Ign Sw & 225A Batt Dir OEM Conn
5011-001	**EXTERIOR ELECTRICAL TERMINAL COATING**	Exterior Electrical Terminal Coating Spray On Plasti Dip
8014-001	**ELECTRICAL SYSTEM WARRANTY**	Electrical System Warranty (1) Year RFW0201

ENGINE

1701-168	**ENGINE**	Engine Diesel 450HP Cummins L9 - EPA 2021-26
1329-001	**CAB ENGINE TUNNEL**	Cab Engine Tunnel Small/Medium
1731-002	**DIESEL PARTICULATE FILTER CONTROLS**	DPF Ctrl Regeneration Sw & Inhibit Sw
1718-002	**ENGINE PROGRAMMING HIGH IDLE SPEED**	Engine Programming High Idle Speed 1250 RPM
1719-004	**ENGINE HIGH IDLE CONTROL**	Engine High Idle Ctrl Automatic and Manual
1710-001	**ENGINE PROGRAMMING ROAD SPEED GOVERNOR**	Engine Programming Road Speed Governor Enabled
1713-010	**AUXILIARY ENGINE BRAKE**	Aux Engine Brake Compression Brake w/VG Turbo
1708-004	**AUXILIARY ENGINE BRAKE CONTROL**	Aux Engine Brake Ctrl On/Off & Low/Med/High Sw Pnl
1720-003	**ELECTRONIC ENGINE OIL LEVEL INDICATOR**	Elec Engine Oil Level Indicator
1715-008	**FLUID FILLS**	Fluid Fills Under Cab
1735-001	**ENGINE DRAIN PLUG**	Engine Drain Plug
8002-001	**ENGINE WARRANTY**	Engine Warranty Cummins (5) Year/100,000 Miles
1707-116	**REMOTE THROTTLE HARNESS**	Rmt Throttle Harness Cab Harness Only Shift Interlock
1721-001	**ENGINE PROGRAMMING REMOTE THROTTLE**	Engine Program Rmt Throttle Off
1727-001	**ENGINE PROGRAMMING IDLE SPEED**	Engine Programming Idle Speed 700 RPM

AIR INTAKE

2801-010	**ENGINE AIR INTAKE**	Engine Air Intake Filtration and Restriction w/Replaceable Element Abv Radiator

COOLING

2704-016	**ENGINE FAN DRIVE**	Engine Fan Drive Variable Speed
2701-021	**ENGINE COOLING SYSTEM**	Engine Cooling System Serial Flow w/Package Drop-Out Prov
2711-002	**ENGINE COOLING SYSTEM PROTECTION**	Engine Cooling System Protection Light Duty Skid Plate
2708-001	**ENGINE COOLANT**	Engine Coolant Extended Life
2706-003	**ELECTRONIC COOLANT LEVEL INDICATOR**	Elec Low Coolant Level Indicator
2709-001	**COOLANT HOSES**	Coolant Hoses Silicone
2710-005	**ENGINE COOLANT OVERFLOW BOTTLE**	Engine Coolant Overflow Expansion Bottle

EXHAUST

2901-067	**ENGINE EXHAUST SYSTEM**	Eng Exhaust Sys Under Frm RH Single Module Aftertreatment Outboard
2907-003	**DIESEL EXHAUST FLUID TANK**	Diesel Exhaust Fluid Tank LH 6 Gal Fill Thru Rr Step
2902-010	**ENGINE EXHAUST ACCESSORIES**	Engine Exhaust Acc Temp Mitigation
2906-002	**ENGINE EXHAUST WRAP**	Engine Exhaust Wrap
8018-002	**EMISSIONS SYSTEM WARRANTY**	Emissions System Warranty (5) Years/100,000 Miles RFW0140

TRANSMISSION

1801-015	**TRANSMISSION**	Transmission Allison 3000 EVS
1806-002	**TRANSMISSION MODE PROGRAMMING**	Transmission Mode Programming 5th Startup/5th Mode
1811-004	**TRANSMISSION FEATURE PROGRAMMING**	Transmission Feature Programming Allison Gen 5 & 6-E I/O Package 198/Pumper
1807-005	**TRANSMISSION SHIFT SELECTOR**	Transmission GEN 5 & 6-E Shift Sel Key Pad/Push Button
1815-002	**ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR**	Elec Transmission Oil Level Indicator
1814-002	**TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE**	2nd Gear Pre-Select
1808-007	**TRANSMISSION COOLING SYSTEM**	Transmission Cooling System
1817-001	**TRANSMISSION DRAIN PLUG**	Transmission Drain Plug
8005-001	**TRANSMISSION WARRANTY**	Transmission Warranty Allison (5) Year

POWER TAKE OFF

2005-009	**PTO LOCATION**	PTO Location 8:00/4:00

DRIVELINE

3001-019	**DRIVELINE**	Driveline MSI 1710 w/Meritor U-Joints w/Thrust Washers w/Half Round Yokes
3005-085	**MIDSHIP PUMP / GEARBOX**	Midship Pump Jackshaft w/E-One Pump Module Holes
3008-138	**MIDSHIP PUMP / GEARBOX MODEL**	Midship Pump/Gearbox Model Hale QMAX-XS Fwd
3048-004	**MIDSHIP PUMP GEARBOX DROP**	Midship Driveline Pump Gearbox Drop Hale "LG"
3009-020	**MIDSHIP PUMP RATIO**	Midship Pump Ratio 2.28:1 (23)
3010-1050	**MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE**	Midship Pump Location C/L Suction to C/L Rear Axle 105.0"
5013-032	**PUMP SHIFT CONTROLS**	Pump Shift Ctrl Air Ctrl Integrated Shifter Pod
3049-003	**PUMP SHIFT CONTROL PLUMBING**	Pump Shift Control Plumbing Pre-Plumb Elec/Air

FUEL SYSTEMS

3109-067	**FUEL FILTER/WATER SEPARATOR**	Fuel Filter/Wtr Separator Fleetguard FS20121 w/Lt & Alarm
3111-001	**FUEL LINES**	Fuel Lines Nylon
3103-008	**ELECTRIC FUEL PRIMER**	Electric Fuel Primer Engine Sply Electric Lift Pump
3101-101	**FUEL TANK**	Fuel Tank 50 Gallon
3130-001	**FUEL TANK MATERIAL AND FINISH**	Fuel Tank Material Steel & Finish Painted Frame Components Color
3131-001	**FUEL TANK STRAP MATERIAL AND FINISH**	Fuel Tank Strap Material Steel & Finish Painted Frame Components Color

3102-007	**FUEL TANK FILL PORT**	Fuel Tank Fill Port LH Rwd/RH Mid
3115-002	**FUEL TANK DRAIN PLUG**	Fuel Tank Drain Plug Magnetic

FRONT AXLE

2401-003	**FRONT AXLE**	Frt Axle Meritor MFS 20000# Beam
8059-024	**FRONT AXLE WARRANTY**	Front Axle Warranty Meritor 2026
2405-001	**FRONT WHEEL BEARING LUBRICATION**	Frt Wheel Bearing Lube Oil

FRONT SUSPENSION

2502-002	**FRONT SHOCK ABSORBERS**	Frt Shock Absorbers Bilstein
2501-016	**FRONT SUSPENSION**	Frt Suspension 10 Leaf 20000-21500#

STEERING

2601-005	**STEERING COLUMN/WHEEL**	Steering Column/Wheel Tilt/Telescopic 18" 2 Spoke
2609-002	**ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR**	Elec Power Steering Fluid Level Indicator
2603-011	**POWER STEERING PUMP**	Power Steering Pump TRW w/Passive Cooler
2606-009	**FRONT AXLE CRAMP ANGLE**	Front Axle Cramp Angle 48L/44R Degrees
2610-003	**POWER STEERING GEAR**	Power Steering Gear TRW TAS 65 w/Assist
2608-001	**CHASSIS ALIGNMENT**	Chassis Alignment

REAR AXLE

3401-003	**REAR AXLE**	Rear Axle 27000# Meritor RS-25-160
8061-021	**REAR AXLE WARRANTY**	Rear Axle Warranty Meritor 2026
3403-001	**REAR AXLE DIFFERENTIAL LUBRICATION**	Rear Axle Differential Lubrication Oil
3411-001	**REAR WHEEL BEARING LUBRICATION**	Rear Wheel Bearing Lubrication Oil
3408-008	**VEHICLE TOP SPEED**	Vehicle Top Speed 68 MPH
3410-001	**REAR AXLE EXTERNAL VENT**	Rear Axle External Vent OEM Housing Breather

REAR SUSPENSION

3501-032	**REAR SUSPENSION**	Rear Susp Reyco 79KB Spring 21000-31500# Conventional

TIRES

3625-002	**TIRE INTERMITTENT SERVICE RATING**	Tire Intermittent Service Ratings Acceptable
3601-083	**FRONT TIRE**	Frt Tire 385/65R 22.5 Michelin X Multi HL Z
3602-012	**REAR TIRE**	Rear Tire 12R 22.5 Michelin XDN2
3413-513	**REAR AXLE RATIO**	Rear Axle Ratio 5.13
3614-030	**TIRE PRESSURE INDICATOR**	Tire Pressure Ind Frt & Rr LED

WHEELS

3701-033	**FRONT WHEEL**	Frt Wheel Alcoa 22.5 x 12.25 Alum

3703-061	**REAR WHEEL**	Rr Whl Alcoa 22.5 x 8.25 Alum

BRAKES

3205-012	**BRAKE SYSTEM**	Brake System ABS/ATC/ESC Sgl Axle
3206-003	**FRONT BRAKES**	Frt Brakes Meritor EX225 Disc 17"
3207-009	**REAR BRAKES**	Rr Brakes S-Cam Drum 16.5" x 8.6" Cast Iron Shoe
3208-001	**PARK BRAKE**	Prk Brake Rr Wheels Only
3219-002	**SUPPLEMENTAL BRAKE**	Supplemental Brake Frt Service Brakes Prk Brk Actv
3204-029	**PARK BRAKE CONTROL**	Prk Brake Ctrl LH Tunnel Mnt, Integrated w/Shift Pod, Adjacent To Trans Shifter
3214-001	**REAR BRAKE SLACK ADJUSTERS**	Rr Brake Slack Adjusters Meritor
3202-001	**AIR DRYER**	Air Dryer Wabco System Saver 1200 Bhd RH Step
3215-004	**FRONT BRAKE CHAMBERS**	Frt Brake Chambers MGM Type 24 Long Stroke
3210-015	**REAR BRAKE CHAMBERS**	Rr Brake Chambers TSE 30/36 Long Stroke

AIR SUPPLY SYSTEMS

3320-001	**AIR COMPRESSOR**	Air Compressor Wabco SS318 18.7 CFM
3339-004	**AIR GOVERNOR**	Air Governor Mnt on Air Dryer Bracket
3303-001	**MOISTURE EJECTORS**	Moisture Ejectors Manual
3307-101	**AIR SUPPLY LINES**	Air Sply Lines Nylon w/PTC Fittings
3309-033	**AIR INLET CONNECTION**	Air Inlet Connection
3349-002	**AIR INLET LOCATION**	Air Inlet Location LH Lwr Frt Step Fwd
3326-002	**AIR INLET/OUTLET FITTING TYPE**	Air Inlet/Outlet Manual Conn Tru-Flate Interchange 1/4"

FRAME

2103-1780	**WHEELBASE**	Wheelbase 178.0"
2106-0565	**REAR OVERHANG**	Rear Overhang 56.5"
2101-002	**FRAME**	Frame Double Channel 35.00" Width
2111-152	**MISC FRAME OPTIONS**	Misc Frame Options E-One VMRP Body Mounts
2118-003	**REAR TOW DEVICE**	Rear Tow Device E-One VMRP Pattern
2117-080	**FRAME CLEAR AREA**	Frame Clear Area Outside Rail Back of Cab to 33" Bhd C/L Suction C'Sunk Holes
2110-101	**FRAME PAINT**	Frame Paint Powder Coat Black
8007-034	**FRAME ASSEMBLY STRUCTURAL WARRANTY**	Frame Assembly Structural Warranty (5) Year RFW0301
8019-002	**FRAME RAIL CORROSION WARRANTY**	Frame Rail Corrosion Warranty (3) Year RFW0311
8022-003	**FRAME COMPONENTS CORROSION WARRANTY**	Frame Components Corrosion Warranty (1) Year RFW0313

BUMPER

2201-001	**FRONT BUMPER**	Frt Bumper Stainless Steel Flat
2202-006	**FRONT BUMPER EXTENSION LENGTH**	Frt Bumper Extension Length 24"
2208-007	**FRONT BUMPER APRON**	Frt Bumper Apron For 24" Extension
2237-004	**FRONT BUMPER DISCHARGE**	Front Bumper Discharge 2.0" LH Frame Mnt Plumbing

2211-118	**FRONT BUMPER COMPARTMENT CENTER**	Frt Bumper Cmpt Ctr Full Size 38.00"Wx12.00"D w/Cover
2210-002	**FRONT BUMPER COMPARTMENT COVER HARDWARE**	Frt Bumper Cmpt Cover Hardware Gas Cylinder/D-Ring
5503-022	**MECHANICAL SIREN**	Mechanical Siren Federal Signal Q2B Pedestal Mnt
2218-002	**MECHANICAL SIREN LOCATION**	Mech Siren Location Frt Bmpr Apron LH OB
5501-020	**AIR HORN**	Air Horn (2) 21" Round Hadley E-Tone
2216-010	**AIR HORN LOCATION**	Air Horn Location (2) Frt Bmpr Face R/L IB
2232-002	**AIR HORN RESERVOIR**	Air Horn Reservoir (1) 1200 Cu In
5504-060	**ELECTRONIC SIREN SPEAKER**	Elect Siren Speaker 100W Federal Signal Dynamax w/EF Grille
2217-005	**ELECTRONIC SIREN SPEAKER LOCATION**	Elec Siren Speaker Location Frt Bmpr Face RH OB
2203-006	**FRONT BUMPER TOW HOOKS**	Frt Bumper Tow Hooks Painted Side Rwd

CAB TILT

2301-001	**CAB TILT SYSTEM**	Cab Tilt System
2305-001	**CAB TILT CONTROL RECEPTACLE**	Cab Tilt Ctrl Receptacle Temp
2306-002	**CAB TILT LOCK DOWN INDICATOR**	Cab Tilt Lock Down Indicator

CAB GLASS

1401-009	**CAB WINDSHIELD**	Cab Windshield
1402-005	**GLASS FRONT DOOR**	Glass Frt Dr Roll Down/XDuty Regulator
1407-001	**GLASS TINT FRONT DOOR**	Glass Tint Frt Dr Automotive Green
1419-012	**GLASS REAR DOOR RIGHT HAND**	Glass Rr Dr RH Roll Down/XDuty Regulator
1430-001	**GLASS TINT REAR DOOR RIGHT HAND**	Glass Tint Rr Door RH Automotive Green
1412-013	**GLASS REAR DOOR LEFT HAND**	Glass Rr Dr LH Roll Down/XDuty Regulator
1431-001	**GLASS TINT REAR DOOR LEFT HAND**	Glass Tint Rr Door LH Automotive Green
1410-003	**GLASS SIDE MID RIGHT HAND**	Glass Side Mid RH Fxd 16"W x 26"H
1432-001	**GLASS TINT SIDE MID RIGHT HAND**	Glass Tint Side Mid RH Automotive Green
1409-003	**GLASS SIDE MID LEFT HAND**	Glass Side Mid LH Fxd 16"W x 26"H
1433-001	**GLASS TINT SIDE MID LEFT HAND**	Glass Tint Side Mid LH Automotive Green

CLIMATE CONTROL

1614-101	**CLIMATE CONTROL**	Climate Ctrl Htr Defroster Frt Ovrhd/Htr A/C Tunnel Mnt
1632-002	**CLIMATE CONTROL DRAIN**	Climate Control Drain Gravity
1617-101	**CLIMATE CONTROL ACTIVATION**	Climate Ctrl Actv Device Mnt Ovrhd/Device Mnt Tunnel
1603-003	**A/C CONDENSER LOCATION**	A/C Condenser Location Roof Mnt Fwd Ctr
1601-001	**A/C COMPRESSOR**	A/C Compressor Large Capacity
1530-100	**UNDER CAB INSULATION**	Under Cab Insulation Engine Tunnel

CAB INTERIOR

1327-036	**INTERIOR TRIM FLOOR**	Interior Trim Floor w/Cast Alum Trim
1302-001	**INTERIOR TRIM**	Interior Trim Vinyl

1368-002	**REAR WALL INTERIOR TRIM**	Rear Wall Interior Trim Vinyl
1306-006	**HEADER TRIM**	Header Trim XDuty
1305-014	**TRIM CENTER DASH**	Trim Center Dash XDuty
1339-102	**TRIM LEFT HAND DASH**	Trim LH Dash XDuty
1321-004	**TRIM RIGHT HAND DASH**	Trim RH Dash XDuty Glove Cmpt/MDT Prov
1307-002	**ENGINE TUNNEL TRIM**	Eng Tnl Trim Flr Mat
5040-188	**POWER POINT DASH MOUNT**	Pwr Pnt Dash Mnt Batt Dir (1) Sw Pnl/(1) Dual USB Blue Sea 4.8A Batt Dir Sw Pnl
1303-011	**STEP TRIM**	Step Trim Grip Strut Lwr TPlt Mid
1379-002	**UNDER CAB ACCESS DOOR**	Under Cab Access Door Rear Step LH DA Sanded
1102-013	**INTERIOR DOOR TRIM**	Interior Door Trim Painted
1105-053	**CAB DOOR TRIM REFLECTIVE**	Omit Cab Door Trim Reflective w/12.75"H x 8.63"W SS Plate for OEM Chevron
1308-001	**INTERIOR GRAB HANDLE "A" PILLAR**	Interior Grab Handle 'A' Pillar 11" Molded
1332-008	**INTERIOR GRAB HANDLE FRONT DOOR**	Interior Grab Handle Frt Door Horiz 9"
1345-002	**INTERIOR GRAB HANDLE REAR DOOR**	Int Grab Handle Rr Dr Alum Window Span 30" Black Powder Coat
1301-003	**INTERIOR SOFT TRIM COLOR**	Interior Soft Trim Color Gray
1337-001	**INTERIOR TRIM SUNVISOR**	Interior Trim Sunvisor Vinyl
1304-001	**INTERIOR FLOOR MAT COLOR**	Interior Floor Mat Color Gray
1335-017	**CAB PAINT INTERIOR DOOR TRIM**	Cab Paint Int Dr Trim Multi-tone Silver Gray
1371-017	**HEADER TRIM INTERIOR PAINT**	Header Trim Interior Paint Multi-tone Silver Gray
1370-019	**TRIM CENTER DASH INTERIOR PAINT**	Trim Center Dash Interior Paint Multi-tone Silver Gray
1378-018	**TRIM LEFT HAND DASH INTERIOR PAINT**	Trim LH Dash Interior Paint Multi-tone Silver Gray
1373-018	**TRIM RIGHT HAND DASH INTERIOR PAINT**	Trim RH Dash Interior Paint Multi-tone Silver Gray
1344-002	**DASH PANEL GROUP**	Dash Pnl Group 3-Pnl
1312-005	**SWITCHES CENTER PANEL**	Switches Ctr Pnl 12 Upr
1313-054	**SWITCHES LEFT PANEL**	Switches Left Pnl 12 (6+6) w/Headlight/Dimmer/Wiper
1314-001	**SWITCHES RIGHT PANEL**	Switches Right Pnl 0

CAB SEATS

1225-018	**SEAT BELT WARNING**	Seat Belt Warn Indv Seat Loc & LED Display w/VDR Weldon
1237-006	**SEAT MATERIAL**	Seat Material USSC Ballistic w/VALORTech XD
1243-001	**SEAT COLOR**	Seat Color Gray/Red Seat Belts
1249-270	**SEAT BACK LOGO**	Seat Back Logo E-One
1201-044	**SEAT DRIVER**	Seat Driver USSC Valor 4-Way Air P1A Suspension ABTS
1213-024	**SEAT BACK DRIVER**	Seat Back Driver Non-SCBA ABTS Reclining
1219-001	**SEAT MOUNTING DRIVER**	Seat Mounting Driver
1202-049	**SEAT OFFICER**	Seat Officer USSC Valor Fixed ABTS
1214-037	**SEAT BACK OFFICER**	Seat Back Officer SCBA Zico QM-EZL-F w/Cushion Release
1220-002	**SEAT MOUNTING OFFICER**	Seat Mounting Officer
1273-008	**SEAT BELT ORIENTATION CREW**	Seat Belt Orientation Crew Outboard Shoulder To Inboard Hip w/ABTS ReadyReach

1263-001	**SEAT REAR FACING OUTER LOCATION**	Seat RFO Location Primary Pos (2) R/L
1203-018	**SEAT CREW REAR FACING OUTER**	Seat Crew RFO USSC Valor Fixed
1215-034	**SEAT BACK REAR FACING OUTER**	Seat Back RFO SCBA Zico QM-EZL-F w/Cushion Release
1221-009	**SEAT MOUNTING REAR FACING OUTER**	Seat Mounting RFO Rwd 2"
1266-005	**SEAT FORWARD FACING CENTER LOCATION**	Seat FFC Location Secondary Pos Ctr
1206-032	**SEAT CREW FORWARD FACING CENTER**	Seat Crew FFC USSC Valor Flip-Up
1218-038	**SEAT BACK FORWARD FACING CENTER**	Seat Back FFC SCBA Zico QM-EZL-F w/Cushion Release
1269-101	**SEAT FRAME FORWARD FACING**	Seat Frm Fwd Fcg Dual Width
1281-104	**SEAT FRAME FORWARD FACING STORAGE ACCESS**	Seat Frm Fwd Fcg Strg Acc Cutout (2) R/L Sd
1224-002	**SEAT MOUNTING FORWARD FACING CENTER**	Seat Mounting Forward Facing Center

CAB EXTERIOR

1511-200	**WINDSHIELD WIPER SYSTEM**	Windshield Wiper System
1534-002	**ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR**	Electronic Windshield Fluid Level Indicator
1103-002	**CAB DOOR HARDWARE**	Cab Door Hardware Black Composite
1111-001	**DOOR LOCKS**	Door Locks Manual
1503-200	**GRAB HANDLES**	Grab Handles SS 18"
1504-014	**REARVIEW MIRRORS**	Mirror Aerodynamic Retrac 613305 Rmt Htd
1529-002	**REARVIEW MIRROR HEAT SWITCH**	Rearview Mirror Heat Sw Pnl
1513-010	**CAB FENDER**	Cab Fender Alum Wide w/ABS Liner
1526-005	**CAB EXTERIOR FRONT & SIDE EMBLEMS**	Cab Ext Frt & Side Emblems Spartan Frt Only
1502-056	**CAB EXTERIOR MODEL NAMEPLATE**	Cab Exterior Model Nameplate FC-94

START / CHARGING SYSTEMS

5109-015	**IGNITION**	Ign Mstr Rkr Sw w/Push-Button Start
5101-020	**BATTERY**	Batt (3) Group 31 Harris
5106-001	**BATTERY TRAY**	Batt Tray LH Steel
5107-002	**BATTERY BOX COVER**	Batt Box Cover LH Steel w/Black Handle
5102-002	**BATTERY CABLE**	Batt Cables w/Rmt Terminal Stud
5108-010	**BATTERY JUMPER STUD**	Batt Jumper Stud Frt LH Lwr Step 8" Apart
5104-002	**ALTERNATOR**	Alternator Leece-Neville 320A
5105-001	**STARTER MOTOR**	Starter Motor Delco

LINE VOLTAGE ELECTRICAL POWER DISTRIBUTION

5202-400	**BATTERY CONDITIONER**	Batt Cond Kussmaul Chief 4012 40A
5218-002	**BATTERY CONDITIONER LOCATION**	Batt Cond Loc LH RFO Seat Position
5203-200	**BATTERY CONDITIONER DISPLAY**	Batt Cond Display Integrated In Elec Inlet w/Digital Status Center
5220-002	**BATTERY CONDITIONER DISPLAY LOCATION**	Batt Cond Display Location Integrated with Elec Inlet

5209-002	**ELECTRICAL INLET LOCATION**	Elec Inlet Location LH Cab Side Mid
5204-055	**ELECTRICAL INLET**	Elec Inlet 120V 20A Auto Eject
5210-004	**ELECTRICAL INLET CONNECTION**	Elec Inlet Conn to Batt Conditioner
5206-002	**ELECTRICAL INLET COLOR**	Elec Inlet Color Yellow

LIGHTING

5301-102	**HEADLIGHTS**	Headlights 4 Headlamps LED
5303-004	**FRONT TURN SIGNALS**	Frt Turn Signals Whelen 600 LED
5337-001	**HEADLIGHT LOCATION**	Headlights Below Frt Warn Lts
5336-015	**SIDE TURN/MARKER LIGHTS**	Side Turn/Marker Lts LED Tecniq S170
5302-018	**MARKER & ICC LIGHTS**	Marker & ICC Lts Face Mnt LED In Scene Lt
5350-092	**HEADLIGHT AND MARKER LIGHT ACTIVATION**	Hdlt & Mrkr Lt Actv Rkr Sw/DRL Ign Sw
5305-350	**INTERIOR OVERHEAD LIGHTS**	Interior Overhead Lts Red/Clear LED
5388-002	**INTERIOR OVERHEAD LIGHTING ACTIVATION**	Int Ovrhd Lt Actv Resp Dr
5403-062	**LIGHTBAR PROVISION**	Lightbar Prov Wire & Lwr Mnt Chassis Supply
5450-233	**CAB FRONT LIGHTBAR**	Cab Frt Ltbar Whelen Freedom F4N72QLED 12R2C Layout 1
5426-002	**LIGHTBAR SWITCH**	Lightbar Sw Pnl
5317-159	**FRONT SCENE LIGHTS**	Frt Scene Lts FireTech FT-B-72-ML-B 12V LED 72" Black
5329-003	**FRONT SCENE LIGHT LOCATION**	Frt Scene Lt Loc Ctr Brow Pos
5335-041	**FRONT SCENE LIGHTS ACTIVATION**	Frt Scene Lts Actv Rkr Sw Pnl (3) Sw Indv Circuit Scene/Spot/Flood Brow Lt
5306-218	**SIDE SCENE LIGHTS**	Side Scene Lts Whelen 900 EZ Series 12V LED
5318-004	**SIDE SCENE LIGHT LOCATION**	Side Scene Lt Loc Upper Mid Rwd 10" Roof Position
5316-004	**SIDE SCENE ACTIVATION**	Side Scene Actv Indv Sw & Resp Side Doors
5308-300	**GROUND LIGHTS**	Ground Lts Tecniq T44 LED
5386-002	**GROUND LIGHTING ACTIVATION**	Ground Lt Actv Prk Brk
5309-003	**LOWER CAB STEP LIGHTS**	Lwr Cab Step Lts Tecniq T44 LED
5382-008	**INTERMEDIATE STEP LIGHTS**	Intermediate Step Lts Tecniq D06 LED Frt Drs
5312-003	**ENGINE COMPARTMENT LIGHT**	Engine Cmpt Work Lt LED (1)

OPTICAL WARNING DEVICES

5406-119	**DO NOT MOVE APPARATUS LIGHT**	Do Not Move App Lt Flashing Red Tecniq K50 LED w/Alarm
5422-001	**MASTER WARNING SWITCH**	Mstr Warn Sw Pnl
5401-002	**INBOARD FRONT WARNING LIGHTS**	Inboard Frt Warn Lts Whelen 600 LED Chrm Bezel
5413-003	**INBOARD FRONT WARNING LIGHTS COLOR**	Inboard Frt Warn Lts Color Red w/Clr Lens
5423-007	**FRONT WARNING SWITCH**	Frt Warn Sw Pnl
5404-002	**INTERSECTION WARNING LIGHTS**	Intersection Warn Lts Whelen 600 Super LED
5419-003	**INTERSECTION WARNING LIGHTS COLOR**	Int Warn Lts Color Red w/Clr Lens
5420-002	**INTERSECTION WARNING LIGHTS LOCATION**	Intersection Warn Lts Location Bumper Tail Rwd

5402-002	**SIDE WARNING LIGHTS**	Side Warn Lts Whelen 600 Super LED
5418-003	**SIDE WARNING LIGHTS COLOR**	Side Warn Lts Color Red w/Clr Lens
5412-009	**SIDE WARNING LIGHTS LOCATION**	Side Warn Lts Location Lwr Mid Fwd Position
5424-008	**SIDE AND INTERSECTION WARNING SWITCH**	Side & Intersection Warn Sw Pnl

AUDIBLE WARNING DEVICES

5510-004	**SIREN CONTROL HEAD**	Siren Ctrl Head Whelen 295HFS2
5526-002	**AUDIBLE WARNING LH FOOT SWITCH**	Audible Warning LH Foot Switch Air Horn
5526A-001	**AIR HORN FOOT SWITCH LH**	Air Horn Foot Switch LH Linemaster 491-S
5526B-001	**AIR HORN FOOT SWITCH LH LOCATION**	Air Horn Foot Switch LH Location A-Pillar
5526C-001	**AIR HORN FOOT SWITCH LH POSITION**	Air Horn Foot Switch LH Position Inboard of Other Foot Switch
5529-002	**AUDIBLE WARNING LH FOOT SWITCH BRACKET**	Audible Warn LH Ft Sw Double Brkt 30Deg TPlate
5512-600	**AIR HORN AUXILIARY ACTIVATION**	Air Horn Actv PB Sw Pnl
5513-102	**MECHANICAL SIREN BRAKE/AUXILIARY ACTIVATION**	Mech Siren Actv (2) Siren/Brk Combo Sw
5532-001	**MECHANICAL SIREN INTERLOCK**	Mechanical Siren Interlock Master Warn Only
5505-002	**BACK-UP ALARM**	Back-Up Alarm Ecco 575

INSTRUMENTATION

5601-041	**INSTRUMENTATION**	Instrumentation Standard
5624-001	**BACKLIGHTING COLOR**	Backlighting Color Red

COMMUNICATIONS SYSTEMS

5728-009	**CAMERA REAR**	Camera HD Rear Box
5731-012	**CAMERA DISPLAY**	Camera Display LH HD Monitor
5703-010	**COMMUNICATION ANTENNA**	Comm Ant Base RH Fwd Cab Rf Chassis Sply
5708-003	**COMMUNICATION ANTENNA CABLE ROUTING**	Comm Ant Cable Routing Under Rkr Sw Pnl
5020-001	**PANEL LAYOUT**	Panel Layout

ADDITIONAL EQUIPMENT

8806-001	**FIRE EXTINGUISHER**	Fire Extinguisher Shiploose
8810-001	**DOOR KEYS**	Door Keys for Manual Locks (4)

SALES ADMIN

8030-006	**CHASSIS OPERATION MANUAL**	Chassis Operation Manual Digital Copy (2)
8031-024	**ENGINE & TRANSMISSION OPERATION MANUAL**	Eng & Trans Operation Man Eng Hard Copy/Trans Digital/Eng Owner Digital
8805-007	**CAB/CHASSIS AS BUILT WIRING DIAGRAMS**	Cab/Chassis As Built Wiring Diagrams Digital Copy (2)

Prepared By RICK STUARDI
Quote Id : 148500,Revision Level: 14
Phone : 800-642-8484
Order Id:
Lead Unit Order Id:

Prepared For SUNBELT FIRE INC
SUNBELT FIRE INC

Sales Order Number: 148500
Lead Sales Order Number: 148500

8039-001	**SALES TERMS**	Sales Terms

ENGINEERING

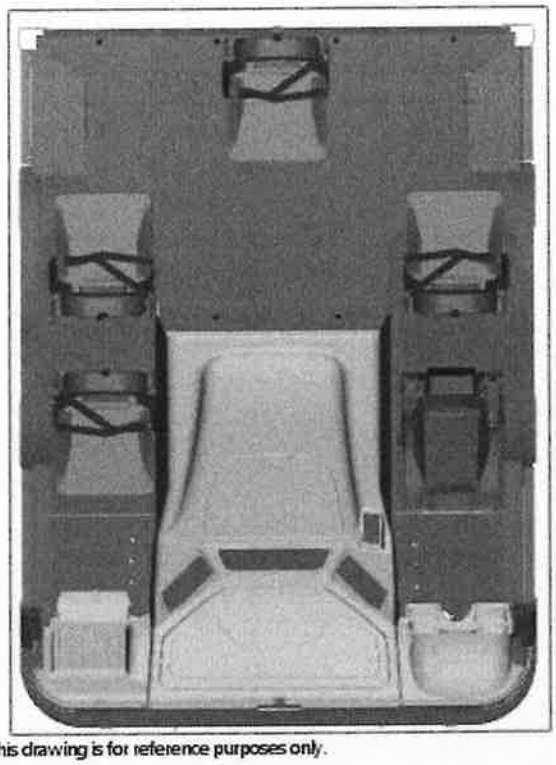
9005-002	**DRIVELINE LAYOUT CONFIRMATION**	Driveline Layout Confirmation Required
2124-009	**EFCM/REAR CROSSMEMBERS**	End of Frame Cross Member 2.25" From EOF

Prepared By RICK STUARDI
Quote Id : 148500,Revision Level: 14
Phone : 800-642-8484
Order Id:
Lead Unit Order Id:

Prepared For SUNBELT FIRE INC
SUNBELT FIRE INC

Sales Order Number: 148500
Lead Sales Order Number: 148500

Seat Locations



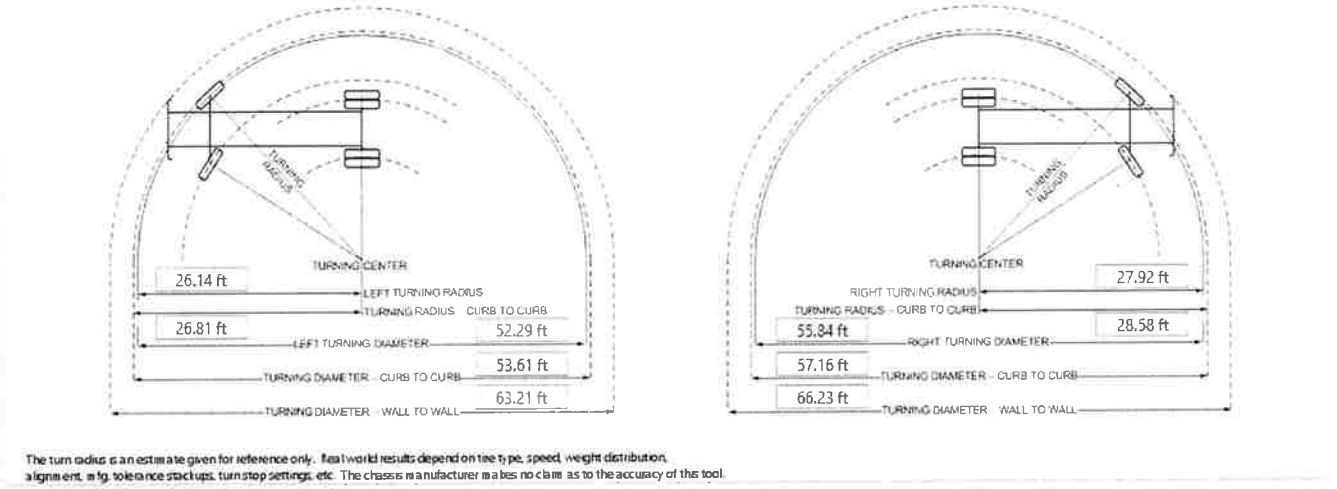
This drawing is for reference purposes only.

Prepared By RICK STUARDI
Quote Id : 148500,Revision Level: 14
Phone : 800-642-8484
Order Id:
Lead Unit Order Id:

Prepared For SUNBELT FIRE INC
SUNBELT FIRE INC

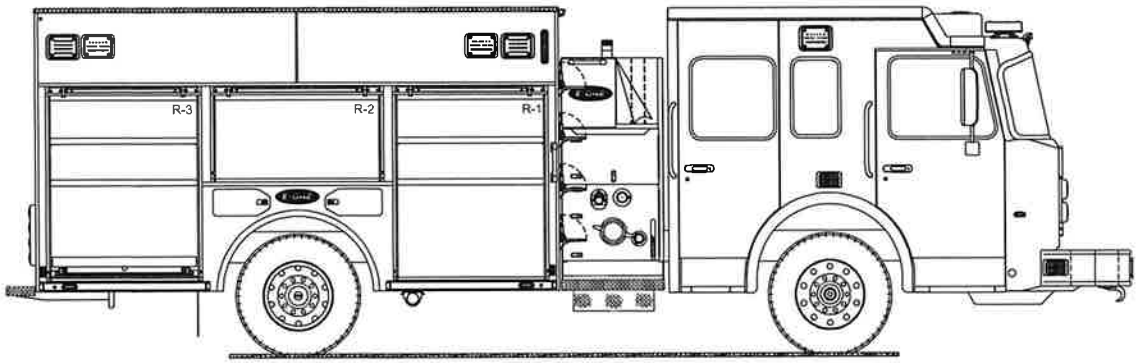
Sales Order Number: 148500
Lead Sales Order Number: 148500

Turning Radius



The turn radius is an estimate given for reference only. Real world results depend on tire type, speed, weight distribution, alignment, mfg. tolerance stackups, turn stop settings, etc. The chassis manufacturer makes no claim as to the accuracy of this tool.

End User Name	SUNBELT FIRE INC
Chassis Model	0100-020 FC-94
Wheelbase	178.00 in
Bumper Extension	24.00 in
Bumper Width	99.00 in
Left hand outside tire turn angle	33.50 deg
Right hand outside tire turn angle	31.00 deg
Left hand Curb-to-Curb turning radius	26.81 ft, 8.17 m
Right hand Curb-to-Curb turning radius	28.58 ft, 8.71 m
Left hand Wall-to-Wall turning radius	31.61 ft, 9.63 m
Right hand Wall-to-Wall turning radius	33.11 ft, 10.09 m





SUNBELT FIRE, INC.

FAIRHOPE, AL

SO.149272 / Q148500

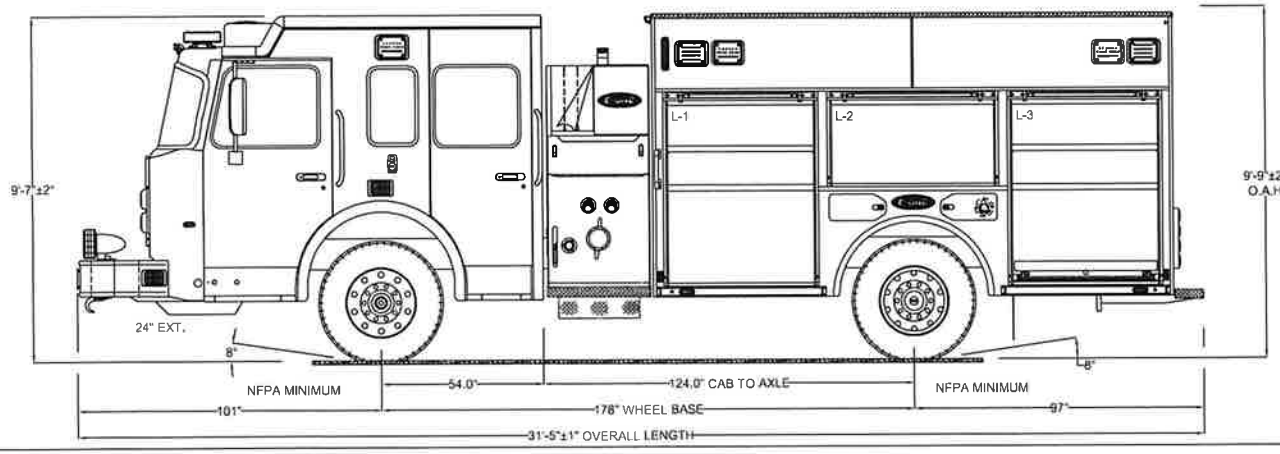
LOW HOSEBED PUMPER

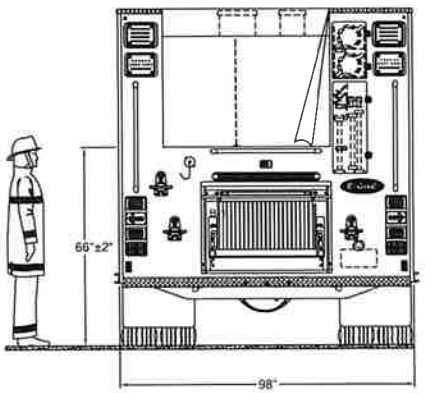
1500 GPM HALE QMAX XS PUMP / HALE SMARTFOAM 2.1A

970 GALLON WATER / 30 GALLON FOAM

SPARTAN FC-94 4 DOOR CAB 4X2 CHASSIS

COMPT.	OPENING		INTERIOR DIMENSION			
L1	49W	60.5H	51.5W 51.5W	36.25 H 33 H	13.5 D 26 D	UPPER LOWER
L2	54.5W	27.5H	63.75W	36.25H	13.5D	
L3	49W	60.5H	51.5W 51.5W	36.25 H 33 H	13.5 D 26 D	UPPER LOWER
R1	49W	60.5H	51.5W 51.5W	36.25 H 33 H	13.5 D 26 D	UPPER LOWER
R2	54.5W	27.5H	63.75W	36.25H	13.5D	
R3	49W	60.5H	51.5W 51.5W	36.25 H 33 H	13.5 D 26 D	UPPER LOWER
B1	40.5W	25.5H	43W	33H	26D	





Board of Mayor and Aldermen
July 28, 2026

Item Memo

Consent Summary:
Request to purchase five Zenix cardiac monitors and accessories from Zoll through Sourcewell contract #041823-ZLL for a total cost of $327,644.08. This purchase will be paid over a five-year period, interest-free. Funds are available in Account 110.42300.939.

Formal Body:

Attachments:
Zoll Zenix Cardiac Monitors 7.10.2026

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Bartlett Fire Department
Quote No: Q-133929 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
20		8400-110045	**CaseReview Premium Subscription, X Series / Zenix, 5 Year- Hosted** Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	5	$2,616.00	$2,616.00	$13,080.00
21		8778-890044-WF-ZNX	**Zenix Worry-Free Service Plan - 4 Years - On-Site - At Time of Sale** Includes: Annual preventive maintenance, battery charger repairs per ZOLL Limited Product Warranty, SurePower 4 Battery replacement upon verified failure, accidental damage coverage, on-site service, and pod replacement upon verified failure. Shipping and use of a Service Loaner upon request, during device service, no charge shipping. Service Plan is a continuation of ZOLL Limited Product Warranty. Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	5	$9,760.00	$8,784.00	$43,920.00
22		7800-0414-61	**LP 15 12-Lead Version 4 Trade In Allowance** See Trade Unit Considerations.	1		($6,500.00)	($6,500.00)
23		7800-0415-61	**LP 15 12-Lead Version 1 & 2 Trade In Allowance** See Trade Unit Considerations.	4		($3,500.00)	($14,000.00)
						Subtotal:	$327,644.08
						Total:	**$327,644.08**

Contract Reference	Description
CH-19879	Reflects Sourcewell 2023 041823-ZLL Contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in Sourcewell 2023 041823-ZLL shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through September 30, 2026 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

UCC Financing Statement

By placing a Purchase Order in response to this quotation, Customer agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to provide a signed Security Agreement to ZOLL prior to shipment pursuant to such purchase order.

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Quote No: Q-133929 Version: 2

Bartlett Fire Department
2939 Altruria Rd
Bartlett, TN 38134

ZOLL Customer No: 121754

Justin McNeely
(901) 385-5536
jmcneely@cityofbartlett.org

Quote No: Q-133929
Version: 2

Issued Date: July 7, 2026
Expiration Date: September 30, 2026

Terms: 5 Annual Payments Starting Net 30

FOB: Destination

Freight: Free Freight

Prepared by: Adam Britt
EMS Territory Manager
abritt@zoll.com
+1 9012129677

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	CH-19879	8116-11-41-23101-10-USA	**Zenix Monitor/Defibrillator, EMS, Fire Configuration** 12-lead, Pacing, SpO2, SpCO, EtCO2, NIBP, Real BVM Help, Real CPR Help Includes: SurePower 4 Battery, Zenix Power Cord (NA), Zenix MFC Cable, Zenix 12-lead ECG Cable (AAMI), Masimo RD Rainbow SET Patient Cable (4 ft, EMS), Zenix AC-DC External Power Supply, Zenix Accuvent Z-Link Cable, Zenix NIBP Patient Hose, Zenix NIBP Cuff (Reusable, Adult Plus), Zenix Z-Fold Paper, Zenix MFC Self Test Plug Kit, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Z-Link Cable included. (Accuvent disposable sensors sold separately) • SunTech NIBP technology. 10 foot single lumen hose and SunTech Reusable Adult Plus Cuff included • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® •	5	$65,250.00	$53,450.00	$267,250.00
2	CH-19879	8016-001000	**SurePower 4 Charger Adapter**	7	$450.00	$395.00	$2,765.00
3	CH-19879	8200-000100-01	**Single Bay Charger for the SurePower and SurePower II batteries**	4	$1,341.06	$991.38	$3,965.52

ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105
Federal ID# 04-2711626

Phone: (800) 348-9011
Fax: (978) 421-0015
Email: esales@zoll.com

Bartlett Fire Department
Quote No: Q-133929 Version: 2

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
4	CH-19879	8050-0030-01	**SurePower Charging Station** 4 Charging bays, Multiple chemistry compatible, 200 watt capacity, Graphic driven user interface, RS-232 Communication port, Standard one (1) year warranty	1	$3,224.93	$2,385.38	$2,385.38
5	CH-19879	98-0599-4C	**Zenix NIBP Cuff, Large Adult Plus**	5	$30.00	$26.50	$132.50
6	CH-19879	98-0599-4K	**Zenix NIBP Cuff, Small Adult Plus**	5	$30.00	$26.50	$132.50
7	CH-19879	98-0599-41	**Zenix NIBP Cuff, Child**	5	$20.00	$17.65	$88.25
8	CH-19879	8000-000862	**Masimo LNCS-II Rainbow DCI 8λ SpCO Adult Sensor, 3ft**	5	$927.00	$885.60	$4,428.00
9	CH-19879	8000-000131	**Masimo RD SET CS-3 SpO2 Adhesive Sensor, Pediatric, 3 ft, Box of 20**	1	$350.20	$306.00	$306.00
10	CH-19879	8000-010115	**Masimo NomoLine LH Airway Adapter SET, Adult/Pediatric, Box of 25**	1	$350.00	$308.00	$308.00
11	CH-19879	8000-010113	**Masimo NomoLine LH Nasal/Oral CO2 Cannula w/ O2, Adult, Box of 25**	1	$460.00	$405.00	$405.00
12	CH-19879	8000-010114	**Masimo NomoLine LH Nasal/Oral CO2 Cannula w/ O2, Pediatric, Box of 25**	1	$500.00	$440.00	$440.00
13	CH-19879	8900-000422-01	**Zenix CPR AA Electrode, Box of 8**	2	$850.00	$750.00	$1,500.00
14	CH-19879	8900-000424-01	**Zenix CPR Pediatric Electrode, Box of 8**	1	$950.00	$835.00	$835.00
15	CH-19879	8016-000121-01	**Zenix Green CPR Connector**	5	$570.00	$500.00	$2,500.00
16	CH-19879	8000-000319	**Metko Temperature Probe, Adapter/Extension, Reusable**	5	$20.00	$17.65	$88.25
17	CH-19879	8016-000860-01	**Zenix Carry Case, Large**	5	$490.00	$430.00	$2,150.00
18	CH-19879	8000-001128	**AccuVent Sensors, Box of 10**	2	$845.63	$624.84	$1,249.68
19	CH-19879	8000-000878-01	**Zenix Fan Folder Paper, Grid, Box of 10**	5	$49.00	$43.00	$215.00

Board of Mayor and Aldermen
July 28, 2026

Item Memo

Consent Summary:
Request to purchase a Bobcat E32-R2- Series Compact Excavator for Water/Wastewater from Williamson Equipment Supply through Sourcewell contract #SW1906314. Funds are available in Account 510.51300.939.

Formal Body:

Attachments:
Bid Specs- Bobcat Excavator 7-20-26

Quotation Number: **SW1906314**
Quote Sent Date: **Jul 08, 2026**
Expiration Date: **Aug 07, 2026**
Prepared By: **Sam Watson**
Phone: (901) 326-6429
Email:
swatson@williamsequipment.com

Customer
CITY OF BARTLETT 2298329
3587 ALTRURIA RD
BARTLETT, TN, 38135-2544

Contact

Dealer
Williams Equipment and Supply Company, Memphis, TN
3655 AMERICAN WAY
MEMPHIS, TN, 38118

Item Name	Item Number	Quantity	Price Each	Total
E32 R2-Series Bobcat Compact Excavator	M3407	1	60,131.00	60,131.00
Standard Equipment: 24.8 HP Auto-Idle Auto-Shift, Two-Speed Travel Auxiliary Hydraulics with Selectable Flow w/ Arm Mounted Flush Face Quick Couplers Canopy Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat Roll Over Protective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262:1998 Control Console Locks Control Pattern Selector Valve (ISO/STD) Conventional Tail Swing Dozer Blade with Float Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyed Ignition LED Work Lights Lift Eye Rubber Tracks Spark Arrestor Exhaust System Standard Arm Standard Instrumentation Panel Vandalism Protection X-Change Attachment Mounting System Telematics with 2-year Machine IQ Basics Subscription +90-Day Machine IQ Heath & Security Trial Warranty: 2 years, or 2000 hours whichever occurs first				
Canopy Deluxe Package *Included:* Canopy Deluxe Package: Open Canopy, Telematics with 3-year Machine IQ Health & Security Subscription, Keyless Start, Bobcat 7" Touch Display with Radio and Bluetooth, Vinyl Suspension Seat, Travel Motion Alarm,	M3407-P11-C11	1	2,924.00	2,924.00
Hydraulic Clamp - X-Change - Long Arm - Class III w/ Diverter Valve	M3407-R08-C15	1	4,847.00	4,847.00
Arm Option - Long Arm	M3407-R03-C02	1	1,861.00	1,861.00
16" Class 3 SD MX Bucket	7457565	1	1,570.00	1,570.00
36" MX3 XCHG GRADING	7333978	1	1,617.00	1,617.00

Power-Tilt PTX3	7319636	1	6,836.00	6,836.00
Excavator Hose Kit (Check Description)	7331054	1	295.00	295.00
24" Class 3 SD MX Bucket	7457574	1	1,852.00	1,852.00
60 Month/2000 Hour Full Extended Warranty	9986418	1	1,200.00	1,200.00
	Total for E32 R2-Series Bobcat Compact Excavator			83,133.00

Quote Subtotal	83,133.00
Dealer PDI	250.00
Freight Charges	1,400.00
Destination Charges	270.00
Sales Total before Taxes	85,053.00
Taxes	0.00
Quote Total - USD	**85,053.00**

SOURCEWELL CONTRACT # 020223-CEC

SLP	**$85,053.00**
SOURCEWELL DISCOUNT	**$25,871.79**
GRAND TOTAL	**$59,181.21**

Customer Acceptance:
Quotation Number: SW1906314
Authorized Signature:

Purchase Order: _____

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y ☐ / N ☐

Board of Mayor and Aldermen
July 28, 2026

Item Memo

Consent Summary:
Recommend the bid be awarded to Bluff City Construction Co, LLC at a total cost of $361,580.85. ($328,709.85 + $32,871 contingency).

Formal Body:
Fletcher Creek Walking Trail Phase 3 is proposed along the North Side of Brother Boulevard. It connects to Phase 2 on the West and Appling Road on the East. (See attached Map) On April 7, 2026 an ad was placed in *The Daily News* for re-bidding this project. The project was also advertised on the City of Bartlett and TDOT websites. On April 30, 2026, the City received seven bids, which were opened at City Hall.

Enscor was the low bidder. However, Enscor failed to submit all of the required paperwork and therefore, their proposal was rejected. The second-lowest bidder was Bluff City Construction Co, LLC. with a total bid of $328,709.85. The four lowest bid results and engineer's estimate are attached. We recommend the bid be awarded to Bluff City Construction Co, LLC at a total cost of $361,580.85. ($328,709.85 + $32,871 contingency).

Construction Engineering and Inspection (CEI) was previously awarded to SSR for $92,740.54. This brings the total construction cost to $454,321.39. This project is funded 80/20 through TDOT local programs, so Bartlett will be reimbursed 80 percent of the total cost.

Funds are available in Account 311.31148311.780.4513.

Attachments:
Copy of PIN 126787.00_Bid Tabulation_4-30-2026, PIN 126787.00_Fletcher Creek Greenway Ph. 3_Proposal Contract_4-7-2026, FLETCHER CREEK PH 1-5 MAP

FLETCHER CREEK GREENWAY - PHASE 3
FEDERAL PROJECT NO. TAP-M-9419(11)
STATE PROJECT NO. 79LPLM-F3-578
PIN: 126787.00
BID DATE: April 30, 2026

ESTIMATED ROADWAY QUANTITIES				Engineer (SSR)		ENSCOR, LLC		Bluff City Construction Co., LLC		Grinder, Taber, & Grinder, Inc.		Barnes & Brower, Inc.	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1.00	$ 18,060.00	$ 18,060.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 7,128.00	$ 7,128.00	$ 5,094.00	$ 5,094.00
201-01	CLEARING AND GRUBBING	LS	1.00	$ 7,500.00	$ 7,500.00	$ 15,000.00	$ 15,000.00	$ 4,555.35	$ 4,555.35	$ 5,500.00	$ 5,500.00	$ 6,973.00	$ 6,973.00
203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	125.00	$ 26.10	$ 3,262.50	$ 10.00	$ 1,250.00	$ 72.90	$ 9,112.50	$ 8.80	$ 1,100.00	$ 8.78	$ 1,097.50
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	600.00	$ 29.00	$ 17,400.00	$ 20.00	$ 12,000.00	$ 67.20	$ 40,320.00	$ 8.80	$ 5,280.00	$ 8.79	$ 5,274.00
203-04	PLACEMENT AND SPREADING OF TOPSOIL	C.Y.	150.00	$ 26.15	$ 3,922.50	$ 50.00	$ 7,500.00	$ 83.25	$ 12,487.50	$ 24.20	$ 3,630.00	$ 24.16	$ 3,624.00
203-05	UNDERCUTTING	C.Y.	210.00	$ 35.00	$ 7,350.00	$ 20.00	$ 4,200.00	$ 8.00	$ 1,680.00	$ 9.90	$ 2,079.00	$ 9.88	$ 2,074.80
203-06	WATER	M.G.	10.00	$ 46.25	$ 462.50	$ 1.00	$ 10.00	$ 65.00	$ 650.00	$ 110.00	$ 1,100.00	$ 109.80	$ 1,098.00
209-05	SEDIMENT REMOVAL	C.Y.	20.00	$ 38.20	$ 764.00	$ 20.00	$ 400.00	$ 20.00	$ 400.00	$ 11.00	$ 220.00	$ 11.00	$ 220.00
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	2000.00	$ 7.00	$ 14,000.00	$ 3.50	$ 7,000.00	$ 3.85	$ 7,700.00	$ 3.58	$ 7,160.00	$ 5.02	$ 10,040.00
303-01	MINERAL AGGREGATE TYPE A BASE, GRADING D	TON	430.00	$ 58.00	$ 24,940.00	$ 55.00	$ 23,650.00	$ 77.50	$ 33,325.00	$ 64.90	$ 27,907.00	$ 64.79	$ 27,859.70
701-01.02	CONCRETE SIDEWALK (6")	S.F.	10000.00	$ 15.10	$ 151,000.00	$ 9.78	$ 97,800.00	$ 8.20	$ 82,000.00	$ 11.55	$ 115,500.00	$ 11.70	$ 117,000.00
701-02.03	CONCRETE CURB RAMPS	S.F.	1400.00	$ 30.00	$ 42,000.00	$ 9.78	$ 13,692.00	$ 19.00	$ 26,600.00	$ 26.40	$ 36,960.00	$ 29.49	$ 41,286.00
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	8.00	$ 1,095.00	$ 8,760.00	$ 1,000.00	$ 8,000.00	$ 811.40	$ 6,491.20	$ 484.00	$ 3,872.00	$ 1,581.38	$ 12,651.04
712-01	TRAFFIC CONTROL	LS	1.00	$ 14,000.00	$ 14,000.00	$ 2,500.00	$ 2,500.00	$ 6,002.00	$ 6,002.00	$ 5,500.00	$ 5,500.00	$ 11,036.00	$ 11,036.00
712-04.01	FLEXIBLE DRUMS (CHANNELIZATION)	EACH	23.00	$ 30.60	$ 703.80	$ 50.00	$ 1,150.00	$ 82.10	$ 1,888.30	$ 44.00	$ 1,012.00	$ 43.91	$ 1,009.93
712-06	SIGNS (CONSTRUCTION)	SF	160.00	$ 8.50	$ 1,360.00	$ 20.00	$ 3,200.00	$ 9.00	$ 1,440.00	$ 8.53	$ 1,364.80	$ 8.51	$ 1,361.60
712-08.03	ARROW BOARD (TYPE C)	EACH	1.00	$ 1,450.00	$ 1,450.00	$ 5,000.00	$ 5,000.00	$ 512.50	$ 512.50	$ 1,375.00	$ 1,375.00	$ 1,373.00	$ 1,373.00
716-02.03	PLASTIC PAVEMENT MARKINGS (CROSS WALK)	L.F.	350.00	$ 22.15	$ 7,752.50	$ 25.00	$ 8,750.00	$ 20.00	$ 7,000.00	$ 41.80	$ 14,630.00	$ 23.63	$ 8,270.50
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	180.00	$ 25.10	$ 4,518.00	$ 25.00	$ 4,500.00	$ 24.00	$ 4,320.00	$ 26.40	$ 4,752.00	$ 32.65	$ 5,877.00
717-01	MOBILIZATION	LS	1.00	$ 51,000.00	$ 51,000.00	$ 10,000.00	$ 10,000.00	$ 29,973.50	$ 29,973.50	$ 52,290.70	$ 52,290.70	$ 51,141.00	$ 51,141.00
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	3.00	$ 1,300.00	$ 3,900.00	$ 2,000.00	$ 6,000.00	$ 1,600.00	$ 4,800.00	$ 1,870.00	$ 5,610.00	$ 2,745.33	$ 8,235.99
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	150.00	$ 4.00	$ 600.00	$ 3.60	$ 540.00	$ 3.00	$ 450.00	$ 2.20	$ 330.00	$ 3.85	$ 577.50
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F	105.00	$ 32.50	$ 3,412.50	$ 24.00	$ 2,520.00	$ 20.00	$ 2,100.00	$ 8.80	$ 924.00	$ 26.35	$ 2,766.75
730-24.08	FOUNDATION (MODIFY EXISTING SIGNAL POLE FOUNDATION)	EACH	3.00	$ 2,860.00	$ 8,580.00	$ 720.00	$ 2,160.00	$ 600.00	$ 1,800.00	$ 1,650.00	$ 4,950.00	$ 6,588.67	$ 19,766.01
730-26.06	PEDESTRIAN PUSHBUTTON POST	EACH	4.00	$ 2,605.00	$ 10,420.00	$ 2,150.00	$ 8,600.00	$ 1,788.00	$ 7,152.00	$ 5,280.00	$ 21,120.00	$ 4,941.50	$ 19,766.00
730-26.09	PEDESTRIAN PUSHBUTTON WITH 15" SIGN	EACH	8.00	$ 2,145.00	$ 17,160.00	$ 2,280.00	$ 18,240.00	$ 1,900.00	$ 15,200.00	$ 3,355.00	$ 26,840.00	$ 1,811.88	$ 14,495.04
730-26.12	PEDESTRIAN PUSHBUTTON HORIZONTAL EXTENSIONS	EACH	4.00	$ 540.00	$ 2,160.00	$ 570.00	$ 2,280.00	$ 475.00	$ 1,900.00	$ 511.50	$ 2,046.00	$ 713.75	$ 2,855.00
801-03	WATER (SEEDING & SODDING)	M.G.	20.00	$ 65.60	$ 1,312.00	$ 1.00	$ 20.00	$ 65.00	$ 1,300.00	$ 41.50	$ 830.00	$ 54.90	$ 1,098.00
802-01.10	TREES (QUERCUS PAGODA)(3" CAL. B&B)	EACH	6.00	$ 920.00	$ 5,520.00	$ 1,000.00	$ 6,000.00	$ 675.00	$ 4,050.00	$ 788.33	$ 4,729.98	$ 604.00	$ 3,624.00
803-01	SODDING (NEW SOD)	S.Y.	1700.00	7.70	$ 13,090.00	6.00	$ 10,200.00	5.00	$ 8,500.00	3.58	$ 6,086.00	3.57	$ 6,069.00
	TOTAL				$ 446,360.30		$ 287,162.00		$ 328,709.85		$ 371,826.48		$ 393,614.36

* Indicates math errors in bid extensions.

PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

Contract No. SB FY2026-03-015

PIN:	126787.00
County:	Shelby
Federal Project No.:	TAP/HIP-M-9419(11)
State Project No.:	79LPLM-F3-578
Local Agency Reference No.:	SB FY2026-03-015
Description Of Project:	Fletcher Creek Greenway Phase 3
Project Length:	820 feet
Completion Time:	On or Before 90 Calendar Days from Notice to Proceed
DBE Goal:	0.00%

By: _____

City, St.: _____

Surety: _____

TDOT Version: 10/6/2025

TABLE OF CONTENTS

Instruction to Bidders 3

Supplemental Specifications to The Standard Specifications	Revision Date	Page #
Supplemental Specification to Section 100	12-29-25	10
Supplemental Specification to Section 200	12-29-25	28
Supplemental Specification to Section 300	08-28-24	29
Supplemental Specification to Section 400	12-29-25	34
Supplemental Specification to Section 500	12-27-23	45
Supplemental Specification to Section 600	12-29-25	46
Supplemental Specification to Section 700	12-29-25	63
Supplemental Specification to Section 800	n/a	n/a
Supplemental Specification to Section 900	12-29-25	76

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

Special Provisions	Special Provision Number, Regarding:	Date	Page #
102I	Employing &Contracting w/Illegal Immigrants	10-16-16	93
106B	Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment	09-10-20	95
106BA	Build America, Buy America Act Requirements	10-06-25	96
107CPLP	Certified Payrolls – Local Programs	01-17-23	102
107FP	Water Quality and Storm Water Permits	10-06-25	103
	Insert Project Specific Permits (if applicable)	n/a	n/a
1230	Equal Employment Opportunity	09-07-22	107
1231	Equal Employment Opportunity (11246)	09-07-22	113
1232	Affirmative Action (Exec Order11246)	06-20-22	119
1246LG	DBE Participation	05-01-25	122
1273	Required Contract Provision (Federal-Aid)	10-23-23	124
AA-FED RATES	Federal Wage Rates	01-02-2	138

Click here to enter text.

	Page #
Proposal	144
Bid Form	147
Proposal Certification	148
Proposal Bond	149
Proposal Guarantee	151
Contract	152
Contract Payment and Performance Bond	155

Other Technical Special Provisions ..... n/a

Click here to enter text.

ATTENTION

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

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

THE CITY OF BARTLETT

INSTRUCTIONS TO BIDDERS

BIDS TO BE RECEIVED

4/30/2026

Sealed bids for the construction of the following projects will be received by the CITY OF BARTLETT**, Mayor's Office in City Hall, 6400 Stage Road, Bartlett, Tennessee, 38134** until **2:00 PM 4/30/2026** and opened publicly at 6400 Stage Road, Bartlett, Tennessee, 38134**, 2:00 PM 4/30/2026**. The reading of the bids will begin at **2:00 PM**.

The proposed construction shall be performed in accordance with the most current version of the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation , and the Standard Roadway and Structures Drawings of the Tennessee Department of Transportation which are incorporated herein by reference and made a part hereof. In addition, only the Special Provisions contained within the applicable Proposal Contract will be considered binding. Any reference to any Special Provision not contained within the applicable Proposal Contract shall be disregarded. All questions related to the Proposal Contract, Plans, Specifications or Special Provisions shall be directed to the **City of Bartlett, Engineering Department, Becky Bailey, P.E.** (**901-385-6499, bbailey@cityofbartlett.org**). Information received from other offices of the CITY OF BARTLETT strictly advisory.

IMPORTANT NOTICE TO BIDDERS:

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

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

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

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

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

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

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

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

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

PREQUALIFICATION OF BIDDERS:

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

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

The prequalification form can be found at the web address
http://www.tn.gov/tdot/section/tdot-construction-division

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

LICENSING REQUIREMENTS

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

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

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

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

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

PROPOSAL BOND

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

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

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

ISSUANCE OF BIDDING DOCUMENTS

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

A charge of **$0.00** plus **0.00%** 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 **$0.00** per sheet. Individual Plan sheets and individual Standard Drawings will be furnished at **$0.00** per sheet. Tabulations of bids will be furnished at **$0.00** per sheet. Tennessee Department of Transportation Standard Drawing Books will be furnished by the Tennessee Department of Transportation at **$100.00** per book plus **9.25%** sales tax, for in-state delivery. The most recent version of the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction will be furnished by the Tennessee Department of Transportation at **$12.00** per book plus **9.25%** sales tax, for in-state delivery. There will be a minimum charge of $2.00 on any purchase. All documents will be furnished without refund and transmitted at your risk.

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

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

MANDATORY SUBMITTAL OF SUBCONTRACTOR BID QUOTES (BIDDERS LIST)

All bidders for each project must provide a list of all subcontractors who provide a quote to perform work. The list shall be provided on the TDOT form “Certification Regarding Subcontractor Bid Quotes” (Bidders List) and include the type of work in which quotes were submitted. All bidders shall submit this form before the close of business (4:30 PM, Local Time) three (3) business days after the date on which bids are required to be submitted (e.g., if bids are required to be submitted on a Friday, then the completed form is due by 4:30 PM on the following Wednesday). Failure to complete and submit this form within the time period may result in the proposal being deemed non-responsive and forfeiture of bid bond for the bidder. Any bidder that fails to submit the required bidders list may have their prequalification status changed and ability to bid as prime contractor rescinded.

REJECTION OF PROPOSALS

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

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

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

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

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

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

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

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

ADDENDA

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

RETAINAGE

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

SUBCONTRACTS

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

CHANGED CONDITIONS

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

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.

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

(Rev. 9-7-21)
(Rev. 12-15-21)
(Rev. 12-19-22)
(Rev. 6-1-23)
(Rev. 8-21-23)
(Rev. 12-27-23)
(Rev. 5-30-24)
(Rev. 12-26-24)
(Rev. 1-8-25)
(Rev. 12-29-25)

January 1, 2021

Supplemental Specifications – 100SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

Subsection 101.03, (pg. 5), 8-21-23; **Terms;** Revise:

Change Directive. A written document issued by the Department that provides the Contractor with additional compensation, time, or both as determined to be fair and reasonable by the Department and that does not require the consent or signature of the Contractor or Surety. The Change Directive becomes a part of the Contract when properly executed and approved by the Department.

Subsection 101.03, (pg. 7), 12-26-24**; Definition and Terms;** Revise Holidays definition:

Holidays. Holidays recognized by the State of Tennessee occur as follows:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

All days appointed by the Governor of this State, or by the President of the United States, as days of fasting or thanksgiving.

Plan notes precluding restrictions to traffic on holiday weekends, unless specifically noted otherwise, do not apply to weekends associated with Martin Luther King Jr. Day, Presidents' Day, Juneteenth, Columbus Day, and Veterans Day

Subsection 101.03, (pg. 6), 12-29-25**; Terms;** Revise:

Engineer. The Chief Engineer of Field Operations of the Department of Transportation or a duly authorized assistant or representative.

Standard Specifications. The Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction and its revisions effective on the Contract execution date. Standards, specifications, codes, and/or regulations referenced in the Standard Specifications shall be the current edition (including interim revisions) effective on the Contract execution date unless noted otherwise.

Subsection 102.09, (pg. 17), 12-19-22; **Rejection of Proposals;** Revise No. 10:

10. The apparent low bidder fails to complete and submit the Department form "Certification Regarding Subcontractor Bid Quotes" (Bidders List) electronically before the close of business (4:30 PM Central Time) within five (5) calendar days after the date on which bids are required to be submitted.

Subsection 102.09, (pg. 17), 12-26-24**; Rejection of Proposals;** Revise No. 10:

10. A bidder fails to comply with the "Instructions to Bidders" regarding the "Mandatory Submittal Of Subcontractor Bid Quotes (Bidders List)".

Subsection 104.03.B & C, (pg. 23-24), 9-7-21; **Contract Change Notification; B & C;** Revise subsections:

B. Written Acknowledgement by Engineer

The Engineer will provide written acknowledgement of the Contractor's written notice within ten (10) calendar days.

C. Written Response by Engineer

The Engineer will provide a written response within the specified number of calendar days based on the requested contract change:

1. For requested changes to the contract time in excess of one hundred eighty (180) days or requested changes that alter the original contract amount by more than $200,000, the Engineer will respond within thirty (30) days of receiving the Contractor's written notice.

2. For requested changes to the contract time in excess of ninety (90) days but less than or equal to one hundred eighty (180) days, or requested changes that alter the original contract amount by more than $100,000 but less than or equal to $200,000, or by more than ten percent (10%) of the original contract, whichever is less, the Engineer will respond within twenty-one (21) days of receiving the Contractor's written notice.

3. For all other requested changes to the contract, the Engineer will respond within fourteen (14) calendar days of receiving the Contractor's written notice.

The written response to the Contractor's written notice will include one of the following:

1. Confirmation that a change is necessary in accordance with **104.02**, and direction on how the Work will proceed.

2. A denial of the request for a change, which will include references to the Contract as to why the condition does not represent a change.

3. A request for additional information stating the specific information needed and the date by which it must be received. The Engineer will respond to the additional information provided within fourteen (14) calendar days.

When a change is necessary, the Engineer will make appropriate adjustments to the Contract price and time, if warranted, in accordance with **108.07**, **109.04**, **109.05.A**, and **109.06**. If the Contractor disagrees with the Engineer's decision or does not agree with the Contract adjustments, the Contractor may pursue the issue as a claim in accordance with **105.16**.

Subsection 104.03.C, (pg. 24,25), 8-21-23; **Written Response by Engineer;** Add 3rd Paragraph and Revise 4th Paragraph:

The Contractor will, upon request, have an opportunity to discuss the Contract change by informal meeting with the Department's Regional representatives associated with the change prior to the issuance of the Engineer's written response. If such a meeting is held, the Contractor shall use the opportunity to present relevant information and respond to any information provided by the Engineer or other Department officials with knowledge of the Work.

When a change is necessary, the Engineer will make appropriate adjustments to the Contract price and time, if warranted, in accordance with **108.07, 109.04**, **109.05.A**, and **109.06**. If the Contractor disagrees with the Engineer's decision or does not agree with the Contract adjustments, the Contractor may pursue the issue as a Request for Equitable Adjustment in accordance with **105.16**. At this time, the Department may issue a Change Directive even if the Contractor does not pursue a Request for Equitable Adjustment.

Subsection 104.04, (pg. 25-26), 12-27-23; **Maintenance of Traffic;** Revise 2nd and 5th Paragraph:

The Department will pay for materials used at the direction of the Engineer to construct and maintain approaches, crossings, intersections, and other features at contract unit prices unless the Contractor is responsible for the damage. Open cuts of roadways and streets shall be safely maintained for traffic during the Work. This includes, but is not limited to, placing and compacting a bituminous mix in the open cuts or placing metal plates over the open cuts, where allowed, before returning traffic to the roadway. Tie-ins for sideroads shall be safely maintained for traffic by paving to the binder course, striping, and placing temporary or permanent signs as needed, at minimum, unless otherwise directed by the Engineer. Maintenance of traffic control features, mowing, and pothole patching (cold mix) are incidental to the work and the responsibility of the Contractor.

Do not close lanes or restrict traffic on the following days without the Engineer's written consent:

- Easter: After 6:00 pm on the Thursday preceding Good Friday through Easter Sunday until the following Monday at 6 am.
- Memorial Day: After 12:00 noon on the preceding Friday through Memorial Day until the following Tuesday at 6 am.
- Independence Day:
    a. Monday: After 12:00 noon on the preceding Friday through Independence Day until the following Tuesday at 6 am.
    b. Tuesday: After 12:00 noon on the preceding Friday through Independence Day until the following Wednesday at 6 am.
    c. Wednesday: After 12:00 noon on the preceding Tuesday through Independence Day until the following Thursday at 6 am.
    d. Thursday: After 12:00 noon on the preceding Wednesday through Independence Day until the following Monday at 6 am.
    e. Friday: After 12:00 noon on the preceding Thursday through Independence Day until the following Monday at 6 am.
    f. Saturday: After 12:00 noon on the preceding Thursday through Independence Day until the following Monday at 6 am.
    g. Sunday: After 12:00 noon on the preceding Friday through Independence Day until the following Tuesday at 6 am.
- Labor Day: After 12:00 noon on the preceding Friday through Labor Day until the following Tuesday at 6 am.
- Thanksgiving: After 12:00 noon on Wednesday before Thanksgiving through Sunday following Thanksgiving until the following Monday at 6 am.
- Christmas/New Year's Day: December 24 through January 1 and any preceding and/or following days that fall on a weekend.

Subsection 105.05, (pg. 38-39), 12-29-25**; Duties of Contractor;** Revise last paragraph:

Designate a responsible individual within the Contractor organization to attend and participate in a Post Construction Project Review ~~on all~~for projects as determined by the Department.~~with an original contract bid price of $10,000,000.00 or more.~~ The Department will conduct this review as soon as practical following the completion of the Work. The review shall be held to identify all significant project problems and make recommendations on how these problems can be avoided on future projects. Items to be discussed shall include, but are not limited to, cost overruns, Change Orders, completeness and accuracy of plans, and Contract obligations

Subsection 105.16, (pg. 49-55), 8-21-23; **Claims for Adjustment and Disputes;** Revise Subsection:

105.16 Request for Equitable Adjustment (REA) and Disputes

This subsection details the optional REA process for receiving, reviewing, and deciding on REAs submitted to the Department. If such REAs cannot be successfully negotiated or resolved within this process, the Contractor has the right to submit a formal claim through the Tennessee Claims Commission as acknowledged in this subsection.

All events or conditions that have a potential or anticipated effect on the Project's progress or schedule and that may result in a REA by the Contractor shall be documented contemporaneously with the event or discovery of the pertinent condition(s), or immediately thereafter. REAs that are submitted without proper documentation will not be reviewed by the Department.

A. Notice of Intent to File a REA

If the Contractor has followed the process under **104.03** to request additional compensation, time, or both under **104.02 or 108.07** and the Contractor disagrees with the Engineer's decision or the Contract adjustments made by the Department, the Contractor may provide notice of intent to file a REA. The Contractor shall provide such notice in writing within thirty (30) calendar days of receiving the Engineer's decision as provided in **104.03**.

After submitting the notice of intent to file a REA, if the subject work is not yet complete, the Contractor shall maintain adequate records related to the REA, including records of the disputed labor, equipment and materials, and schedule updates per **108.03** showing compensable delays to the completion date. If applicable, update and disclose this information to the Department monthly. The Department may audit REA records at any time. Unless the Engineer suspends in writing the affected work, the Contractor shall continue to perform the disputed work. If such notice to file a REA is not given, or if the Engineer is not given sufficient opportunity for keeping strict account of the Contractor's actual Work, then the Contractor waives any claim for additional compensation under the REA process. Such notice by the Contractor and the Engineer's accounting of the cost shall not, in any way, prove or substantiate the validity of the REA. Nothing in this Subsection shall be construed as establishing any REA contrary to the terms of **104.02 or 108.07**.

B. Submission of REA

Within sixty (60) calendar days after submitting the notice of intent to file a REA, or within sixty (60) calendar days after completion of the disputed Work, whichever is later, or within such time agreed upon by the parties in writing, the Contractor shall submit a complete REA package. The REA package shall include all documents supporting the REA and provide sufficient detail to enable the Department to ascertain the basis and amount of the REA. If requested by the Contractor, the Department may extend the sixty (60) calendar day period in writing. As a minimum, the following information shall be submitted with each REA:

1. A REA certification containing the language shown in Figure 105.16-1; this figure can be found on the Department's Construction Division website.

2. A detailed factual statement of the REA for additional compensation, time, or both, providing all necessary dates, locations, and items of work affected by the REA, including:

a) Each aspect of the Project affected by matters related to the REA.

b) The specific Project locations where Project work has been so affected;

c) The number of people working on the affected aspects of the Project at the pertinent time(s);

d) The types and number of pieces of equipment working on the affected aspects of the Project at the pertinent time(s); and

e) If applicable, any other request for relief that the Contractor intends to file or has reason to believe that it may file against the Department that would be impacted by the matters related to the REA.

3. The specific provisions of the Contract that support the REA and a statement of the reasons why such provisions support the REA;

4. If an extension of contract time is sought, a schedule analysis as required by **108.07**;

5. If additional compensation is sought, the amount and specifics of the compensation in accordance with the following:

a) Compensable Items: Must be compensable under **109.04**,

b) Compensable Delay related costs: Must be compensable under **109.06**; and

c) Non-Recoverable Costs: Per **109.07**, non-recoverable costs shall not be considered in a REA.

6. Any worksheets used to prepare the REA, which indicate the cost components of each item of the REA, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and compensable subcontractor costs, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.

The Contractor and its subcontractors and suppliers involved with the REA shall cooperate with any inquiries or requests by the Department for clarification and data supporting the submitted documentation.

C. REA Informal Meeting

Within thirty (30) calendar days of receiving the Contractor's REA submittal, the Department will contact the Contractor in writing to schedule a meeting to afford the Contractor an opportunity to discuss the disputed matters informally with the Department. If the Contractor elects to participate in a meeting, the Contractor shall use this opportunity to present relevant information and respond to any information provided by the Engineer or other Department officials with knowledge of the Work. Proceedings in any REA meeting are compromise negotiations and are not admissible in litigation in accordance with Tennessee Rule of Evidence 408.

D. Department Decision

When the Contractor properly files a REA and allows for reasonable and timely access to the Contractor's relevant books and records**,** the Department will review the REA and render a written decision to the Contractor to either affirm or deny the REA package, in whole or in part**,** within sixty (60) calendar days after receipt of the REA package or after the informal meeting. If more time is needed for review, the Department will notify the Contractor in writing of the additional time required.

The Department will assemble and maintain the REA record consisting of the REA and all other information considered by the Department in reaching a decision. Once the Department assembles the REA record, the submission and consideration of additional information or data, other than for clarification and support of previously submitted documentation, will not be permitted. The Department will provide a copy of the REA record and the written decision to the Contractor describing the information considered by the Department in reaching a decision and the basis for that decision.
If as a result of the REA documentation or REA Informal Meeting, the Department and the Contractor reach an agreement to resolve the REA, the Department will prepare a Change Order setting forth the terms of any additional compensation or time, or both, as agreed, and the Change Order will be processed for approval in accordance with the Department's standard procedures.

If the Department agrees that the Contractor is due additional compensation, time, or both, but the Department and the Contractor cannot agree on the amount, the Department may issue a Change Directive providing for additional compensation, time, or both, as the Department determines to be fair and reasonable. The Contractor may continue to pursue a claim as acknowledged in this Subsection.

If the Department denies the REA, the Contractor may either accept the Department's decision as final or submit to the Department a written notice of intent to file a claim with the Tennessee Claims Commission to the Department. The Contractor may file a claim with the Tennessee Claims Commission in accordance with TCA § 9-8-307.

Subsection 106.06.A.1, (pg. 61), 12-15-21; **Field Laboratory, Type A;** Revise No. 1:

1. Scales of appropriate capacity and design to weigh the required samples. Scales are to be sensitive to within 0.1% of the sample to be weighed. Provide standard weights for scale calibration. Scale calibration shall be completed annually, by an independent source.

Subsection 107.13, (pg. 75), 1-9-23; **Legal Responsibilities of the Contractor;** Add New 3rd Paragraph:

The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119. This certification does not apply to a Contract with a value of less than two hundred fifty thousand dollars ($250,000) or if the Contractor has fewer than ten (10) employees.

Subsection 107.20, (pg. 78), 12-19-22; **Certified Payrolls;** Revise Subsection:

As specified by Minimum Wage Scales for Federal-Aid and State Funded Construction contract provisions, submit and certify payrolls for each week in which any contract work is performed. All payrolls shall be submitted electronically through the website using AASHTOWare Project Civil Rights & Labor (CRL) software.

Register for payroll access and develop a method of import prior to the Preconstruction Conference. Ensure each subcontractor, including all Disadvantaged Business Enterprises (DBE), certified Small Business Enterprises (SBE), and DBE or SBE haulers, has registered in CRL for payroll access and developed their method of import prior to commencing Work.

Assume all responsibility for ensuring all payrolls and all subcontractor payrolls are submitted and certified electronically in CRL for each week in which any contract work is performed. If all payrolls are not received in this timeframe, the progress payment shall be withheld until all necessary payrolls have been received.

Once Work begins for the Contractor or subcontractor, if in any week the Contractor or subcontractor does not perform Work, check the box "No Work Until Further Notice" in CRL.

Subsection 108.01, (pg. 79, 80), 12-15-21; **Subletting of Contract;** Revise Item list:

Item 105-01 – Construction Stakes, Lines and Grades
Item 202-01 – Removal of Asbestos
Item 203-40 – Rock Anchors, Anchor Blocks, Tie Back Anchors
Item 209 – Project EPSC
Item 411-12 - Scoring
Item 411-33 – Stamped Asphalt
Item 501-03 – Concrete Shoulder Rumble Strip
Item 503-01 – Grinding Concrete Pavement
Item 602-03 – Steel Structures
Item 602-04 – Steel Structures
Item 602-10.81 – Heat Straightening
Item 603-02 – Repainting Steel Structures
Item 603-05 – Containment and Disposal of Waste
Item 604-04.01 – Applied Texture Finish (New Structures),

Item 604-04.02 – Applied Texture Finish (Existing Structures)
Item 604-04.10 – Graffiti Protection
Item 604-04.20&.21 – Painting or Staining Concrete Surfaces
Item 604-04.62 – Clean and Texture Finish Median Barrier
Item 604-05.31 – Bridge Deck Grooving (Mechanical)
Item 604.07 – Retaining Wall
Item 604-42.01 – Underwater Divers
Item 606-26.05 – Core Drilling for Piles (Abandoned)
Item 617 – Bridge Deck Sealant
Item 619 – Polymer Modified Concrete Overlay
Item 624 – Retaining Wall
Item 625-01.08,10,11 – Inclinometer, Camera Drilled Shaft Inspections
Item 705 – Guardrail
Item 706 – Guardrail Adjusted, Removed and Reset
Item 707 – Fences
Item 712 – Temporary Traffic Control
Item 713 – Highway Signing
Item 714 – Roadway and Structure Lighting
Item 716 – Pavement Markings
Item 721 – Landscape and Irrigation
Item 724 – Landscape Lighting
Item 725 – ITS items
Item 730 – Traffic Signals
Item 740 – Geosynthetics
Item 79* – Utilities
Item 801 – Seeding
Item 802 – Landscape Plantings
Item 803 – Sodding
Item 805 – Erosion Control
Item 806 – Project Mowing

Subsection 108.01, (pg. 79, 80), 12-19-22; **Subletting of Contract;** Add to & Revise Item list:

Item 108-03 – CPM Project Schedule
Item 203-11 – Scaling and Trimming
Item 203-40 – Anchors
Item 406 – High Friction Surface Treatment
Item 617 – Bridge Deck Sealant and Thin Epoxy Overlay

Subsection 108.03.A, B, & C, (pg. 81,82,85,87,88), 9-7-21; **Contract Change Notification; A & B;** Revise Heading,
C.1.c; Add new No.vi, **C.3;** Revise last paragraph, **C.4;** Revise last paragraph & add sentence**:**

A. Project Durations Less Than 9 Months

B. Project Durations 9 Months to 24 Months

C.1.c Narrative report in PDF file format fit to 8.5x11 inch paper and including:…

vi. The quantity and estimated daily production rate for controlling activities;

vii. Description of the calendars including identification of workdays per week, holidays, number of shifts per day, and number of hours per shift;

viii. Description of how the schedule accommodates adverse weather days for each month; and

ix. Description of execution plan, including number and type of crews, a list of subcontractors' crews, and expected equipment, but not limited to large equipment transport and delivery, transportation permits for oversized/overweight loads, and availability.

3. Baseline CPM Schedule.

The Engineer and Contractor will review the draft baseline CPM schedule at a meeting specific for the review of the schedule. The Engineer will accept the draft baseline CPM schedule, provide review comments, or request additional information. Make appropriate adjustments or provide additional information within 14 calendar days. The Engineer's acceptance is based solely on whether the baseline schedule meets the requirements of **108.03**. Review comments made by the Engineer on the initial schedule will not relieve the Contractor from compliance with the Contract. The Contractor is responsible for scheduling, sequencing, and prosecuting the Work to comply with the Contract requirements.

4. Schedule Updates.

Submit the updated schedule electronically to the Engineer in accordance with the requirements of this subsection. The Engineer reserves the right to reject any schedule updates because of changes in relationships between activities on the critical path, inadequate or inaccurate narrative updates, or other deficiencies in the schedule updates as required in this subsection.

The Department will measure and pay for CPM Project Schedule in accordance with **108.11** and **108.12** respectively.

Subsection 108.03.C, (pg. 84, 87-88), 6-1-23; **Prosecution of Construction, Project Durations Greater Than 24 Months or When Required By Contract;** Revise 1st Paragraph, **C.4**; Revise 1st and Relocate last Paragraph:

Develop a Critical Path Method (CPM) project execution schedule and subsequent updates as required or as specifically requested by the Engineer. Generate the CPM schedule using Primavera Project Management (P6) scheduling software. The Department will measure and pay for CPM Project Schedule in accordance with **108.11** and **108.12** respectively.

C.4. Schedule Updates. Update the CPM schedule on a quarterly (3 months) basis to show current progress. Include the following with each update:

~~The Department will measure and pay for CPM Project Schedule in accordance with **108.11** and **108.12** respectively.~~

Subsection 108.03.C, (pg. 87-88), 12-26-24**; Prosecution of Construction, Project Durations Greater than 24 Months or When Required by Contract;** Add as last Paragraph, **C4.** Revise 1st Paragraph:

Review and acceptance by the Engineer will not constitute a waiver of any Contract requirements and will in no way assign responsibilities of the work plan, scheduling assumptions, and validity of the work plan or schedule to the Department. Failure to include in the Progress Schedule any element of work required for timely completion of the Contract shall not excuse the Contractor from his contractual obligations.

C.4. Schedule Updates – Update the CPM schedule on a quarterly (3 month) basis to show current progress. If actual construction falls behind the plan of operations or schedule by more than 3 months, update the schedule on a monthly basis at no additional cost to the Department. Continue to submit monthly updates until project completion or the schedule is no longer behind by 3 months or more. Include the following with each update:…

Subsection 108.03.D, (pg. 88-89), 6-1-23; **Schedule Revisions;** Revise 1st Paragraph and Revise No. 2:

The Engineer will determine the progress of the Contract by either the time versus money straight line method or the schedule updates submitted by the Contractor. If actual construction falls behind the plan of operations or schedule by more than 15% or 60 calendar days, whichever is less, submit for approval a revised schedule that reflects timely completion. The Engineer may request a revision of the schedule at any time if a critical circumstance regarding the scheduling, sequencing, or prosecution has changed with planning or progress of the Work. Circumstances that may lead to such a request include the following:

2. A difference of 60 calendar days between the actual sequence or duration of work and that depicted in the schedule; or

Subsection 108.09, (pg. 95), 12-19-22; **Failure to Complete Work on Time;** Revise Table 108.09-1:

Table 108.09-1: Liquidated Damages for Failure to Complete the Work on Time

Original Contract Amount ($)			Daily Charge ($/day)
0	to	500,000	500.00
> 500,000	to	1,000,000	600.00
> 1,000,000	to	2,000,000	800.00
> 2,000,000	to	10,000,000	1,000.00
>10,000,000	to	20,000,000	1,600.00
>20,000,000			2,500.00

Subsection 108.09, (pg. 7), 1-8-25**; Failure to Complete the Work on Time;** Revise Table 108.09-1:

Table 108.09-1: Liquidated Damages for Failure to Complete the Work on Time

Original Contract Amount ($)			Daily Charge ($/day)
0	to	500,000	500.00
> 500,000	to	1,000,000	600.00
> 1,000,000	to	2,000,000	800.00
> 2,000,000	to	10,000,000	1,000.00
>10,000,000	to	20,000,000	1,600.00
>20,000,000			2,200.00

Subsection 108.11, (pg. 99), 9-7-21; **Method of Measurement;** Add subsection 108.11:

108.11 Method of Measurement

The Department will measure construction CPM Project Schedule as a percentage of the lump sum price bid for the completion of the work specified in **108.03.C** and partial payment will be made according to the schedule in Table 108.11-1.

Table 108.11-1: Payment Schedule for CPM Project Schedule

Estimate Number or Percent of Total Contract Amount of Previous Estimate	Total Percent of CPM Project Schedule Lump Sum Bid Item
Estimate # 1	20%
Estimate # 3	40%
20%	50%
40%	60%
60%	70%
80%	80%
95%	100%

Subsection 108.11, (pg. 99), 6-1-23; **Method of Measurement;** Revise Table 108.11-1:

Table 108.11-1: Payment Schedule for CPM Project Schedule

Requirement or Percent of Total Contract Amount of Previous Estimate	Total Percent of CPM Project Schedule Lump Sum Bid Item
Initial Project Schedule	10%
Baseline CPM Schedule	40%
20%	50%
40%	60%
60%	70%
80%	80%
95%	100%

Subsection 108.12, (pg. 99), 9-7-21; **Basis of Payment;** Add subsection 108.12:

108.12 Basis of Payment

The Department will make partial payments for CPM Project Schedule on the basis of a percentage of the lump sum price bid in accordance with the schedule shown in Table 108.11-1.

If the Contractor fails to provide monthly schedule updates or address the Engineer's comments regarding the monthly schedule update, within 10 calendar days following the progress estimate pay period cutoff date, the Engineer will withhold payment for CPM Project Schedule and may withhold up to an additional 5% of the monthly estimate payment, until such time as an acceptable update has been provided.

No additional payments will be made for schedule revisions as requested per **108.03.D**.

Such payment is full compensation for meeting all requirements of **108.03.C** and **D**.

Subsection 108.12, (pg. 99), 6-1-23; **Basis of Payment;** Add new 2nd Paragraph and Revise existing 2nd and 3rd Paragraphs:

If the Contractor fails to provide an Initial Project Schedule or a Baseline CPM schedule, or address the Engineer's comments regarding the Initial Project Schedule or Baseline CPM schedule, within 10 calendar days following the progress estimate pay period cutoff date, the Engineer will withhold payment for CPM Project Schedule and may withhold up to an additional 10% of that month's estimate payment, until such time as an acceptable Initial Project Schedule or Baseline CPM schedule has been provided and accepted.

If the Contractor fails to provide quarterly CPM schedule updates, or address the Engineer's comments regarding the quarterly schedule update, within 10 calendar days following the progress estimate pay period cutoff date, the Engineer will withhold payment for CPM Project Schedule and may withhold up to an additional 5% of that month's estimate payment, until such time as an acceptable update has been provided and accepted.

No additional payments will be made for Engineer requested schedule revisions as requested per **108.03.D**.

Subsection 109.02, (pg. 105-106), 5-30-24; **Scope of Payment;** Revise & Relocate Paragraph 5 to Paragraph 4 and Revise Paragraphs 6 & 7:

Ensure each subcontractor, including all certified Disadvantaged Business Enterprises (DBE), certified Small Business Enterprises (SBE), and DBE or SBE haulers or material suppliers has registered for AASHTOWare Project Civil Rights & Labor (CRL) prior to commencing Work.

The Department requires...

Document within CRL the actual amount paid to all subcontractors, material suppliers, and haulers during the monthly estimate period for which the certification is being made. All subcontractors, DBE or SBE material suppliers, and DBE or SBE haulers shall acknowledge payment entry in AASHTOWare Project Civil Rights & Labor (CRL) within fourteen (14) calendar days from the date of posting. The Department will withhold estimate payments if the required information is not submitted or if subcontractors, at any tier, material suppliers, or haulers are not paid after the thirty (30) calendar daytime period. Any delay or postponement of payment beyond the thirty (30) calendar day timeframe will be subject to terms listed in TCA §12-4-707(b).

The Contractor, subcontractors, at any tier, material suppliers, or haulers shall not withhold any retainage from progress payments made to their subcontractors. The Contractor, subcontractors at any tier, material suppliers, or haulers shall not withhold progress payments due to subcontractors at any tier, material suppliers, or haulers for work or services performed under the Contract to offset any amounts that may be owed with respect to any agreement other than the Contract.

Subsection 109.04, (pg. 106-109 & 113), 12-29-25**; Methods of Payment for Additional or Altered Work; 109.04;** Revise Paragraph, **A;** Revise Paragraph, **B;** Revise Subsection, **C.1;** Revise 2nd Paragraph, **C.2;** Revise Paragraph, & **C.7;** Revise Paragraph:

109.04 Methods of Payment for Additional or Altered Work

If the Department revises the Contract in accordance with **104.02**, the Department will adjust the Contract price using contract bid item prices or negotiated prices as detailed in one of the following ~~methods~~. The Department reserves the right to request detailed cost information for any request for a change to the Contract in accordance with **104.03**. ~~and may at any time direct the Contractor to perform all or part of the revised work by force account in accordance with **109.04.C**~~.

A. Contract Bid Item Prices

Before proceeding to another pricing method, the Engineer will attempt to price the revised work before the revised work is performed using Contract unit prices. When using this method, the Engineer will verify that the character and type of work being added is similar to the type of work in the Contract.

B. Negotiated Prices

If the Engineer and the Contractor cannot agree on a revised price in accordance with **109.04.A**, both shall attempt to negotiate new unit or lump sum prices before the revised work is performed. With negotiated prices, the Contractor must substantiate that the proposed prices are comparable to prices that would have resulted from a competitively bid contract. The basis for pricing may include:

1. Original Contract bid prices adjusted for increased or decreased labor, materials, or equipment, ~~or labor~~ costs with supporting documentation. ~~in accordance with **109.04.C**.~~

2. A bid item history exists for the revised work and the proposed prices are within 10% of the Departmental Regional 2-year historic cost for an item. When the Regional bid item history has less than 10 bids to be averaged, or the bid item history has a wide range or discrepancy in the bids, then the Department will look at the State 2-year historic cost of an item. When the State bid item history has less than 10 bids to be averaged, or the bid item history has a wide range or discrepancy in the bids, a detailed cost analysis of the proposed prices will be needed. ~~A bid item history exists for the revised work, and the proposed bid price is within 10% of the Regional 3-year historic cost for that item.~~

~~3. For work in unusual circumstances or with unusual site conditions, the average bid price for the three lowest bidders in the tabulation of bids for that work. If fewer than three bids are received, this option will not be used.~~

3. A detailed cost analysis of the estimate ~~Contractor's detailed estimate of~~ for labor, materials, equipment, ~~materials~~ and markups. ~~in accordance with **109.04.C** to determine the reasonableness of costs.~~ The Department will allow costs for the revised work to include the following:

   a. All labor and foremen that will be necessary for the specific work. The actual labor burden rates up to a maximum of 45% of all base (actual) wages paid to labor and foremen as supported by documentation. Labor burden costs paid to, or on behalf of, such labor forces by reason of subsistence and travel allowances (i.e. per diem and lodging), health and welfare benefits, pension fund benefits, workers' compensation insurance, social security, Medicare taxes, unemployment compensation insurance; and any other taxes or insurance which are added to labor costs. Labor burden may not include costs for tangible items such as phones, computers, or PPE as these fall under overhead costs.

   b. All necessary acceptable materials and transportation costs,

c. All equipment of the appropriate size and type necessary to perform the work in an economic and expeditious manner. Equipment costs may be documented using receipts or lease agreements if rented and *The Rental Rate Blue Book for Construction Equipment* operating rates if owned.

If a pick-up or light duty truck is necessary to perform the work, the Department will pay at a rate consistent with the rates in *The Rental Rate Blue Book for Construction Equipment* published by Equipment Watch for the actual hour of operation performing the Work. A pick-up or light duty truck will be paid at the hourly operating cost for no more than 2 hours of any given day that the Work is performed. All other time will be paid at the standby cost, not to exceed 8 hours total on any given day.

d. Bond, insurance, and tax may be included.

e. Costs for Superintendents and Project Managers will not be included as those costs are included in overhead costs.

~~When a Change Order is executed covering the revised work, the Department will make payment in accordance with the terms of the agreement~~Markups for ~~P~~profit and overhead shall not exceed 15% of the subtotal of ~~materials,~~ base labor (not including labor burden), materials, and equipment costs. When a Change Order is initiated for subcontractor work, the administrative fee shall not exceed 5% of the subcontractor's total of ~~materials,~~ labor, materials, equipment, profit, and overhead. Subcontractors may apply an administrative fee of 5% for all approved work completed by a lower tier subcontractor.

If the Department negotiates with the Contractor, but does not agree on a price adjustment, the Engineer may direct the Contractor to perform all or part of the revised work in accordance with~~by~~ 109.04.C ~~f~~Force ~~a~~Account.

C.1 Labor…

The Department will add to all base (actual) wages paid to labor and foremen for the specific force account work a flat 20% of the total of such base (actual) wage as labor burden. If the Contractor chooses to submit actual labor rates to the Department, the Department will pay the actual labor burden rates up to a maximum of 45% of all base (actual) wages paid to labor and foremen in lieu of the flat 20% amount. The Contractor shall submit actual labor burden rates to the Engineer for approval before beginning force account work~~The Department will pay an additional amount for profit and overhead equal to 20% of the labor wages (excluding labor burden).~~ When such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the Work, the Department will pay the actual labor burden costs paid to, or on behalf of, such labor forces by reason of subsistence and travel allowances (i.e. per diem and lodging), health and welfare benefits, pension fund benefits, and other benefits~~.~~ for the cost of workers' compensation insurance, social security, Medicare taxes, unemployment compensation insurance; and any other taxes or insurance which are added to labor costs. Labor burden may not include costs for tangible items such as phones, computers, or PPE as these fall under overhead costs.~~The Department will pay the Contractor's actual labor burden costs up to a maximum of 45% of all base (actual) wages paid to labor and foreman for the specific force account work~~.

The Department will not pay labor burden additives for unauthorized overtime. ~~The Contractor shall submit actual labor burden rates to the Engineer for approval before beginning force account work. If the Contractor cannot verify the actual labor burden rates, the Department will add to all base (actual) wages paid to labor and foreman for the specific force account work a flat 20% of the total of such base (actual) wage.~~

The Department will pay an additional amount for profit and overhead equal to 20% of the labor base (actual) wages (excluding labor burden).

These wages and percentage markups are full compensation for all costs associated with labor for the specific force account work.

C.2. Bond, Insurance, and Tax. The Department will pay the actual invoiced costs for the bond premium, property damage and~~,~~ liability insurance premiums~~, and workers' compensation insurance premiums, unemployment insurance contributions, and social security taxes~~ on the force account work. Insurance costs will be limited to the direct costs associated with the specific force account work. Furnish satisfactory evidence of the ~~rate or~~ rate(s) paid for such bond~~,~~ and insurance premiums, and tax costs.

C.7. Subcontracting and Professional Services. If a subcontractor at any tier performs force account work or associated professional services, the Department will pay for the actual reasonable cost of such subcontract work in accordance with **109.04.C** as if the subcontractor was the prime contractor. The prime contractor may apply an administrative fee of 5% for all approved force account work completed by subcontractors and for approved special services associated with the force account work. ~~No allowance will be made for subcontractors contracting lower tier subcontractors~~. Subcontractors may apply an administrative fee of 5% for all approved force account work completed by lower tier subcontractors. Submit invoices for all subcontracted and professional services rendered (i.e. those not subject to Davis-Bacon or State prevailing wage rates).

Subsection 109.06, (pg. 116), 8-21-23; **Compensable Delay Costs;** Revise 2nd Paragraph:

Compensable delay costs will not be paid unless the compensable delay causes completion of the Work to exceed the original or previously adjusted Contract completion date. Compensable delay costs will not be considered for previously negotiated Change Orders or for costs that have already been included in bid items, negotiated prices, or force account payments described in **109.04**; no additional consideration will be given for home office overhead and/or field office overhead. The Department will not pay for delay costs incurred by subcontractors.

Subsection 109.06.D, (pg. 117), 8-21-23; **Extended Field Overhead;** Revise 3rd Paragraph:

Compute these costs on a calendar day basis using actual costs incurred due to the delay to provide project specific general supervision, field office facilities and supplies, maintenance of field

operations, traffic control maintenance, and extended erosion control inspection. If the Contractor and the Department cannot agree on additional field overhead costs, the Department may consider, at its sole discretion, calculating a daily extended field overhead rate as a percentage (in accordance with Table 109.06-1) of the original Contract amount divided by the Contract duration.

Subsection 109.07, (pg. 118,119), 8-21-23; **Non-Recoverable Costs;** Revise No. 5 & 6 and Add No. 7 & 8:

5. Attorney fees, claim preparation expenses, and cost of litigation;

6. Consequential and/or incidental damages, including but not limited to, interest of monies in dispute, loss of bonding capacity, any indirect costs or expenses, interest on investment or any resultant insolvency;

7. Loss of bidding opportunities; and

8. Reduction of bidding capacity.

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

(Rev. 12-27-23) January 1, 2021
(Rev. 7-14-25)
(Rev. 12-29-25)

Supplemental Specifications – 200SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

Subsection 203.04.E, (pg. 145), 12-27-23; **Borrow Areas;** Revise 2nd Paragraph:

Borrow materials shall not contain acid producing materials. Representative samples of the proposed borrow material shall be independently tested for pH (EPA600/2-78-054 or ASTM D4972). Material with a pH less than 5 is considered acid producing and will not be accepted.

Subsection 204.12.B, (pg. 168), 12-29-25**; Method of Measurement, Protection of Excavation;** Remove No. 2:

~~2. If a bid item for sheet piles is provided on the Plans, the Department will measure and pay as specified. If payment for the sheet piles is by the square foot, the Department will measure based on the as-designed sheet pile length to retain and counteract lateral earth forces, plus 1 foot.~~

Subsection 205.04.C, (pg. 178), 7-14-25**; Degradable Rock;** Revise 2nd, 3rd, and add 4th paragraphs:

Place degradable rock in 10-inch maximum loose lifts and provide a minimum of three passes with the static roller and two passes with the vibratory roller. The Engineer may direct additional passes with either or both rollers until satisfactory breakdown and compaction is accomplished.

If embankment composed of degradable rock does not contain sufficient moisture to compact properly, apply water in sufficient quantities to achieve the approximate optimum moisture for the particular material involved. Uniformly mix the added water with the material for the entire depth of the lift by blading, discing, or other approved methods.

Do not place degradable rock in the top 3 feet of an embankment, and only use approved materials.

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

(Rev. 10-17-23)
(Rev. 12-27-23)
(Rev. 8-28-24)

January 1, 2021

Supplemental Specifications – 300SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

Subsection 307.02, (pg. 242), 8-28-24**; Materials;** Revise Materials list:

Grading A, ACRL, AS, B, BM, BM2, C, CM, CS, or CW…**903.06**

Subsection 307.03.A, (pg. 243, 244), 8-28-24**; Composition of Mixtures, General;** Revise Table 307.03-01 and Table 307.03-2:

Table 307.03-1: Mixture Composition

Mixtures	Proportions of Total Mixture, Percent by Weight	
	Combined Mineral Aggregate, %	Asphalt Cement, % (1)
Grading AS and ACRL	96.3 - 97.7	2.3 - 3.7
Grading A	95.8 - 96.7	3.3 - 4.2
Grading B, BM, and BM2	93.8 - 95.8	4.2 - 6.2
Grading C, CM, and CW	93.8 - 95.8	4.2 - 6.2
Grading CS	92.3 - 94.7	5.3 - 7.7

(1) If the effective combined specific gravity of the aggregate exceeds 2.80, the Engineer may adjust the proportions specified.

Table 307.03-2: Mixture Design Properties

Mix (1)	Stability (minimum) lbf (2)	Design Void Content % (2)	Production Void Content, % (2)	VMA (minimum) % (2)	Dust-Asphalt Ratio (3)
307-B	2,000	4.0±0.2	3-5.5	11.5	0.6-1.5
307-BM	2,000	4.0±0.2	3-5.5	13.5	0.6-1.5
307-BM2	2,000	4.0±0.2	3-5.5	13.5	0.6-1.5
307-C	2,000	4.0±0.2	3-5.5	13.0	0.6-1.5
307-CM	2,000	4.0±0.2	3-5.5	13.0	0.6-1.5
307-CS	2,000	3.0±0.5	1-5	---	---
307-CW	1,500	4.0±0.2	3-5	13.0	0.6-1.5

(1) To identify critical mixes and make appropriate adjustments, the mix design shall meet these design properties for the bitumen content range of Optimum Asphalt Cement ±0.25%.

(2) Tested according to AASHTO T 245 with 75 blows with the hammer on each end of the test specimen, using a Marshall Mechanical Compactor.

(3) The dust-asphalt ratio is the percent of the total aggregate sample that passes the No. 200 sieve, as determined by AASHTO T 11, divided by the percent asphalt in the total mix.

Subsection 307.03.B.1, (pg. 245), 12-27-23; **Recycled Asphalt Pavement (RAP);** Revise Table 307.03-3:

Table 307.03-3: Mixtures Using RAP

Mix Type	% RAP (Non-processed) (1)	Maximum % RAP (Processed) (2)	Maximum % RAP Processed & Fractionated (3)	Maximum Particle Size (inches)
307-ACRL	0	00	-	-
307-AS	0	10	10	-
307-A	15	20	35	1-1/2
307-B	15	30	35	1-1/2
307-BM	15	30	35	3/4
307-BM2	15	30	35	3/4
307-C	15	30	35	3/8
307-CW	15	30	35	1/2
307-CS	0	15	25	5/16

(1) "Non-processed" refers to RAP that has not been crushed and screened or otherwise sized prior to its use.

(2) "Processed" refers to RAP that has been crushed and screened or otherwise sized such that the maximum recycled material particle size is less than that listed in Table 307.03-3 prior to entering the dryer drum.

(3) "Fractionated" refers to RAP that has been processed over more than one screen, producing sources of various maximum particle sizes (e.g., ¾ to ½ inch, ½ inch to #4, etc.). The Contractor may use the larger percentages of fractionated RAP specified only if the stockpile meets the consistency requirements set forth in Departmental procedures for approval of asphalt mix designs.

Subsection 307.03.B.1, (pg. 245), 8-28-24**; Recycled Asphalt Pavement (RAP);** Revise Table 307.03-03:

Table 307.03-3: Mixtures Using RAP

Mix Type	% RAP (Non-processed) (1)	Maximum % RAP (Processed) (2)	Maximum % RAP Processed & Fractionated (3)	Maximum Particle Size (inches)
307-ACRL	0	00	-	-
307-AS	0	10	10	-
307-A	15	20	35	1-1/2
307-B	15	30	35	1-1/2
307-BM	15	30	35	3/4
307-BM2	15	30	35	3/4
307-C	15	30	35	3/8
307-CM	15	30	35	1/2
307-CW	15	30	35	1/2
307-CS	0	15	25	5/16

(1) "Non-processed" refers to RAP that has not been crushed and screened or otherwise sized prior to its use.

(2) "Processed" refers to RAP that has been crushed and screened or otherwise sized such that the maximum recycled material particle size is less than that listed in Table 307.03-3 prior to entering the dryer drum.

(3) "Fractionated" refers to RAP that has been processed over more than one screen, producing sources of various maximum particle sizes (e.g., 3/4 to 1/2 inch, 1/2 inch to #4, etc.). The Contractor may use the larger percentages of fractionated RAP specified only if the stockpile meets the consistency requirements set forth in Departmental procedures for approval of asphalt mix designs.

Subsection 307.03.C, (pg. 248), 8-28-24**; Anti-Strip Additive;** Revise 1st sentence:

Check asphaltic concrete mixtures (Grading A, AS, ACRL, B, BM,BM2, C, CM, CS, and CW) for stripping by the following methods:

Subsection 307.07, (pg. 250), 8-28-24; **Thickness and Surface Requirement;** Revise Table 307.07-1:

Table 307.07-1: Maximum Surface Deviation

Mixture	Maximum Deviation (inches)
Grading A, ACRL, and AS	1/2
Grading B, BM, BM2, C, CM, CS, and CW	3/8

Revise 307.09, (pg. 251), 10-17-23**; Basis of Payment;** Revise Table 307.09-01:

Table 307.09-1: Asphalt Cement Content

Mix Type	Asphalt Content
307 A	4.0%
307 AS	3.5%
307 ACRL	3.5%
307 B	4.3%
307 BM	5.0%
307 BM2	5.0%
307 C	5.0%
307 CW	5.0%
307 CS	6.5%

Subsection 307.09, (pg. 251), 8-28-24; **Basis of Payment;** Revise Table 307.09-1:

Table 307.09-1: Asphalt Cement Content

Mix Type	Asphalt Content
307 A	4.0%
307 AS	3.5%
307 ACRL	3.5%
307 B	4.3%
307 BM	5.0%
307 BM2	5.0%
307 C	5.0%
307 CM	5.0%
307 CW	5.0%
307 CS	6.5%

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

(Rev. 12-15-21) January 1, 2021
(Rev. 12-19-22)
(Rev. 10-17-23)
(Rev. 12-27-23)
(Rev. 8-28-24)
(Rev. 12-26-24)
(Rev. 12-29-25)

Supplemental Specifications – 400SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

Subsection 403.04, (pg. 285), 12-15-21; **Preparing Surface;** Revise Paragraph:

Prepare the designated surface as specified in **405.05**. Ensure that the surface is dry when applying tack coat.

Subsection 403.04, (pg. 285), 12-27-23; **Preparing the Surface;** Revise Paragraph:

Prepare the designated surface as specified in **405.05**. Ensure that the surface is swept clean and dry when applying tack coat.

Subsection 403.05.C, (pg. 286), 12-15-21; **Fog Sealing;** Revise 1st Paragraph:

When the Contract requires bituminous material for fog sealing of shoulders, provide emulsified asphalt meeting **403.02** or an item from QPL 40A. Apply diluted emulsified asphalt at a rate of 0.10 to 0.15 gallons per square yard based on a dilution rate of one-part emulsified asphalt to one part water. This application may require two equal increments if run-off occurs. Apply fog seal when the ambient air temperature or the surface temperature is a minimum of 50°F.

Subsection 405.06.A, (pg. 290), 12-27-23; **Applying Bituminous Material;** Revise 3rd Paragraph:

At least 7 working days before the scheduled start of construction of any bituminous seal coat, submit a starting aggregate spread rate and emulsion shot rate as determined by AASHTO R 102 or an equivalent design method. Apply emulsified asphalt by pressure distributor at a uniform rate in accordance with Table 405.06-1 below. The exact rate will be established by the Engineer.

Subsection 407.03.E.1, (pg. 310), 10-17-23; **Tensile Strength Ratio;** Revise Table 407.03-4:

Table 407.03-4: Criteria for Stripping and Moisture Susceptibility

Asphalt Cement	Minimum Tensile Strength	Minimum TSR
Polymer Modified	100 psi	80%
Non-Polymer Modified	80 psi	80%
411 OGFC	50 psi	70%

Subsection 407.06.B, (pg. 324), 12-19-22; **Material Transfer Devices (MTDs);** Revise 2nd Paragraph:

The MTD shall have a minimum storage capacity of 15 tons and shall be equipped with mixing augers in the bottom of the storage hopper that are capable of remixing or re-blending the material as the material is removed from the storage hopper. The mixing augers shall be operational and used at all times during placement of the asphalt mixes. The MTD shall have a rear discharge conveyor that swivels to allow feeding the paving machine from the front, side or rear.

Subsection 407.09, (pg. 326-327), 12-15-21; **Weather Limitations;** Revise No. 2 & 3:

2. The bituminous plant mix is placed according to the temperature limitations specified in Table 407.09-1 and when weather conditions otherwise allow the pavement to be properly placed, compacted, and finished. Placement may proceed if either the air or surface temperature is met except for 411-TL, 411-TLD, 411-TLE, and 411-OGFC mixtures.

   Measurement of the surface temperature shall be done on pavement that is shaded from direct sunlight unless no shaded location exists. If paving based on the air temperature, stop work once the air temperature falls below the minimum threshold. Do not start paving if the surface temperature does not meet the requirements and the air temperature is forecast to fall below the minimum temperature within 4 hours of starting work.

Table 407.09-1: Temperature Limitations

Compacted Thickness	Minimum Air or Surface Temperature (°F)	
	Unmodified mixes (PG 64, 67)	Modified mixes (PG 70, 76, 82)
≤ 1.5 inches	45	55
> 1.5 inches to < 3.0 inches	40	50
≥ 3.0 inches	35	45

3. For 411-TL, 411-TLD, 411-TLE, and 411-OGFC mixtures, placement shall proceed only when the pavement surface temperature and the air temperature are a minimum of 55° F and rising. Stop paving if the air temperature falls below 55°F immediately. Placement of these mixtures is restricted to the period between April 1 and October 31.

   For all other mixtures, do not place bituminous plant mix, with a compacted thickness of 1.5 inches or less, between November 30 and April 1. Do not place bituminous plant mix, with a compacted thickness greater than 1.5 inches, between December 15 and March 16. If the temperature meets the above requirements, outside of normal paving season, a request for a seasonal limitation waiver may be submitted for Departmental consideration. Requests shall be submitted in writing at least one week before the anticipated need.

Subsection 407.09, (pg. 326-327), 12-27-23; **Weather Limitations;** Revise Table 407.09-1, No. 3, and Remove No. 4:

Table 407.09-1: Temperature Limitations

Compacted Thickness	Minimum Air or Surface Temperature (°F)	
	Unmodified mixes (PG 64, 67)	Modified mixes (PG 70, 76, 82)
< 2.0 inches	45	55
≥ 2.0 inches	35	35[1]

[1]If compacted thickness < 3 inches and Temperature is < 55 degrees, an approved Warm Mix Additive is required in the mix.

3. For 411-TL, 411-TLD, 411-TLE, and 411-OGFC mixtures, placement shall proceed only when the pavement surface temperature and the air temperature are a minimum of 55°F and rising. Stop paving if the air temperature falls below 55°F immediately. Placement of these mixtures is restricted to the period between April 1 and October 31.

~~4. If determined necessary by the Department, the Contractor….~~

Subsection 407.13, (pg. 331), 8-28-24; **Mixing;** Revise 5th Paragraph No. 5:

5. The Contractor may store bituminous mixtures of Gradings A, AS, ACRL, and B for up to 48 hours, and Gradings BM, BM2, C, CS, CM, CW, D, E, and F for up to 96 hours, in a storage silo by complying with the following:

   (a) Add an approved silicone additive to the asphalt cement for mixes to be stored beyond the day of mixing.
   (b) Keep the stored bituminous mixture sealed at all times during storage.

(c) Fill the storage silo to at least 90% of capacity.

Subsection 407.15.A, (pg. 334), 12-19-22; **Compaction, General;** Revise Table 407.15:

Table 407.15 – Roller Requirements by Mix Type

Mix Type	Roller Requirements
307-A, 307-B, 307-BM-2, 307-C, 307-CW (except surface)	3 Rollers (Intermediate roller shall be Pneumatic)
307-AS, 307-ACRL, 411-D, 411-E, 307-CW (surface), 313-Asphalt Treated Permeable Base	3 Rollers (unspecified)
411-TL, 411-TLD, 411-TLE (when lift thickness > 1 inch)	3 Rollers (unspecified)
411-TL, 411-TLD, 411-TLE, 307-CS (when paved as a continuous layer)	2 Rollers (unspecified)
411-OGFC	2 Rollers (both rollers shall be static steel double drum, 10 Ton minimum
Any mix used for scratch paving	2 Rollers (breakdown shall be pneumatic)

Subsection 407.15.A, (pg. 334), 8-28-24; **Compaction, General;** Revise Table 407.15:

Table 407.15 – Roller Requirements by Mix Type

Mix Type	Roller Requirements
307-A, 307-B, 307-BM-2, 307-C, 307-CM, 307-CW (except surface)	3 Rollers (Intermediate roller shall b Pneumatic)
307-AS, 307-ACRL, 411-D, 411-E, 307-CW (surface), 313-Asphalt Treated Permeable Base	3 Rollers (unspecified)
411-TL, 411-TLD, 411-TLE (when lift thickness > 1 inch)	3 Rollers (unspecified)
411-TL, 411-TLD, 411-TLE, 307-CS (when paved as a continuous layer)	2 Rollers (unspecified)
411-OGFC	2 Rollers (both rollers shall be static steel double drum, 10 Ton minimum
Any mix used for scratch paving	2 Rollers (breakdown shall be pneumatic)

Subsection 407.15.B, (pg. 336), 12-27-23; **Density Requirements;** Revise Table 407.15-1:

Table 407.15-1: Density Requirements for Bituminous Pavement

Mix Type	% of Maximum Theoretical Density (Lot Average)	No Single Test Less Than, % (Sub Lot)
Travel Lanes ADT <1,000 A, B, BM, BM-2, C, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	90.0	87.0
Travel Lanes 1,000 <ADT <3,000 A, B, BM, BM-2, C, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	91.0	89.0
Travel Lanes ADT >3,000 A, B, BM, BM-2, C, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	92.0	90.0
Travel Lanes and Shoulders Any ADT CS,, OGFC TL, TLD, TLE (lift thickness <= 1 inch)	NA	NA
Shoulders B, BM, BM-2, D, E TL, TLD, TLE (lift thickness > 1 inch)	88.0	85.0

Subsection 407.15.B, (pg. 336), 8-28-24; **Compaction, Density Requirements;** Revise Table 407.15-1:

Table 407.15-1: Density Requirements for Bituminous Pavement

Mix Type	% of Maximum Theoretical Density (Lot Average)	No Single Test Less Than, % (Sub Lot)
Travel Lanes ADT <1,000 A, B, BM, BM-2, C, CM, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	90.0	87.0
Travel Lanes 1,000 <ADT <3,000 A, B, BM, BM-2, C, CM, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	91.0	89.0
Travel Lanes ADT >3,000 A, B, BM, BM-2, C, CM, CW, D, E TL, TLD, TLE (lift thickness > 1 inch)	92.0	90.0
Travel Lanes and Shoulders Any ADT CS, OGFC TL, TLD, TLE (lift thickness <= 1 inch)	NA	NA
Shoulders B, BM, BM-2, D, E TL, TLD, TLE (lift thickness > 1 inch)	88.0	85.0

Subsection 407.15.C, (pg. 336-337), 12-15-21; **Test Strips;** Revise 1st Paragraph:

Construct test strips for all mixtures that require density testing to establish rolling patterns, to accommodate the Department to calibrate nuclear gauges, to verify that the base course or surface course mixture meets the density requirements of the specifications, and for mix design and production verification as required. Adjustments to the roller pattern may be made at the direction of the Engineer for mixtures that do not require density testing.

Subsection 407.15.C, (pg. 337), 12-29-25**; Test Strips;** Revise No. 5:

5. A change in ~~paving~~ paver or compaction equipment occurs. Establish a new roller pattern or verify the existing roller pattern. Test strip cores will not be required for recalibrating nuclear gauges.

Subsection 407.20.B.2.a, (pg. 342), 12-27-23; **Defective Materials, Acceptance or Rejection;** Revise 3rd Paragraph:

All acceptance samples will be split, and half of the sample will be retained by the Inspector. If the results of an acceptance test are questioned, the Central Laboratory will test the remaining half of the acceptance sample. The Department will use the results obtained by the Central Laboratory to evaluate the quality of the lot. The Contractor may submit a written request to have the split sample tested at a Regional Laboratory.

Subsection 407.20.C.3, (pg. 346-347), 12-15-21; **Loss on Ignition (LOI);** Revise 2nd & Remove 4th Paragraph:

If the percent of LOI in the aggregate differs by plus or minus 2% from the LOI indicated in the JMF, the Department will make a payment deduction in the price bid for the mix applied to the entire days production, not as a penalty but as liquidated damages. The percent of total payment to be deducted will be 5 times the percent that the LOI exceeds the JMF tolerance of plus or minus 2%.

~~To determine the deduction, the Department will use lots of approximately 5,000 square yards. The Department inspector will perform sampling and testing to establish the LOI according to the Department's sampling and testing procedures. If the initial tests indicate a variation in the LOI of plus or minus 2% than the value shown on the mix design, the Contractor shall perform the additional sampling necessary to establish the LOI of the aggregate in each lot, with the cost of the sampling being included in the contract unit prices bid for the paving items.~~

Subsection 410.06, (pg. 349), 12-26-24**; Preparing Designated Surface;** Revise Sentence:

Prepare the designated surface upon which the material is to be placed as specified in **405.05**.

Subsection 410.11, (pg. 350), 12-26-24**; Maintenance;** Revise Sentence:

Perform maintenance as specified in **405.09**.

Subsection 411.06, (pg. 361), 12-26-24**; Preparing the Designated Surface;** Revise 1st Sentence:

Prepare the designated surface upon which the material is to be placed as specified in **405.05.**

Subsection 411.03.B, (pg. 353), 12-15-21; **Proportioning;** Revise Table 411.03-01:

Table 411.03-1: Proportions of Total Mixture, Percent by Weight

Surface Course	Effective Combined Mineral Aggregate	Asphalt Cement
Grading D	93.0 – 94.3	5.7 – 7.0 (1)
Grading E (2)	93.0 – 94.3	5.7 – 7.0 (1)
Grading E (shoulders)	93.5 – 94.0	6.0 – 6.5 (1)
Grading TL	92.5 – 94.3	5.7 – 7.5 (1)
Grading TLD	93.0 – 94.3	5.7 – 7.0 (1)
Grading TLE	93.0 – 94.3	5.7 – 7.0 (1)
Grading TLE (shoulders)	93.5 – 94.0	6.0 – 6.5 (1)
Grading OGFC	92.0 – 94.0	6.0 – 8.0 (1)

(1) If the effective combined specific gravity of the aggregate exceeds 2.80, the above proportions may be adjusted as directed by the Engineer. The upper limit for flow values shall not apply to mixes with modified asphalt liquids.

(2) The minimum allowable asphalt cement content for 411E low volume mixtures is 5.3%.

Subsection 411.03.B.4, (pg. 356), 10-17-23; **Grading OGFC;** Revise Table 411.03-5:

Table 411.03-5: Mixture Properties (Grading OGFC)

Mix	Minimum Void Content %(1)	Voids in Coarse Aggregate % (2)	Max. Cantabro Abrasion Loss % (2) (3)	Drain Down Loss % (4)
411OGFC	17	VCA_{DRC} > VCA_{MIX}	20	<0.3%

(1) Determined using the "Volume Method" described in Section 6.2.2. of AASHTO T 269.

(2) As described in National Asphalt Pavement Association (NAPA) Publication

IS-115, "Design, Construction and Maintenance of Open-Graded Friction Courses."

(3) Cantabro Abrasion Loss specimens shall be aged as loose mix for 4 hours at lab compaction temperature.

(4) Tested in accordance with AASHTO T 305.

Subsection 411.03.C.1, (pg. 357), 12-27-23; **Recycled Asphalt Pavement;** Revise Table 411.03-6:

Table 411.03-6: Use of Recycled Asphalt Pavement

Mix Type	% RAP (Non-processed) (1)	Maximum % RAP (Processed) (2)	Maximum % RAP Processed and Fractionated (3)	Maximum Particle Size (inch)
411-D (PG64-22, PG67-22)	0	15	20	½
411-D (PG70-22, PG76-22, PG82-22)	0	10	15	½
411-E & 411-TLE (Roadway)	0	15	20	½
411-E & 411-TLE (Shoulder)	15	30	35	½
411-TL (PG64-22, PG67-22)	0	15	15	5/16
411-TL (PG70-22, PG76-22, PG82-22)	0	10	10	5/16
411-TLD (PG64-22, PG67-22)	0	15	15	5/16
411-TLD (PG70-22, PG76-22, PG82-22)	0	10	10	5/16

(1) "Non-processed" refers to RAP that has not been crushed and screened or otherwise sized such that the maximum recycled material particle size is less than that listed above prior to entering the dryer drum.

(2) "Processed" refers to RAP that has been crushed and screened or otherwise sized such that the maximum recycled material particle size is less than that above prior to entering the dryer drum.

(3) "Fractionated" refers to RAP that has been processed over more than one screen, producing sources of various maximum particle sizes (e.g., ¾ to ½ inch, ½ inch to #4, etc.). The Contractor may use the larger percentages of fractionated RAP specified only if the stockpile meets the consistency requirements set forth in Departmental procedures for approval of asphalt mix designs.

Subsection 411.03.C.1, (pg. 358), 12-15-21; **Recycled Asphalt Pavement;** Revise 2nd Paragraph:

All mixes shall contain at least 80% virgin asphalt, except for 411E Shoulder and 411TLE Shoulder Mixtures, which shall have at least 65% virgin asphalt.

Subsection 414.03.B, (pg. 367), 12-19-22; **Micro-Surfacing;** Revise Table 14.03-3:

Table 414.03-3: Micro-Surfacing

Test	Requirement
Mixing Time Test, seconds at 77 °F (T-102)	120 min
Mix Time, at 50 and 100 °F	(informational)
Set Time Tests: 30 minutes (T-139)	12 kg-cm min
Early Rolling Traffic Time: 60 minutes (T-139)	20 kg-cm min
Wet Stripping Test, % coating (T-114)	90% min
Wet Track Abrasion Test, loss in g/ft^2 (T-100)	75 max 6 days 50 max 1 hour
Measurement of Excess Asphalt (T-109)	50 grams/ft^2 max
	Sand Adhesion, 1,000 Cycles at 125 lbs
Classification Compatibility (T-144)	11 pt. min

Subsection 414.06.B, (pg. 377), 12-19-22; **Quality Control;** Add Subsection 5:

5. Aggregate Gradation. Prior to the start of production and at a minimum of once per day of production, perform a washed gradation (AASHTO T 27 with AASHTO T 11) of the stockpiled aggregate to ensure the gradation meets the mixture control tolerances of Table 903.12-2.

Subsection 415.03, (pg. 382), 12-19-22; **General Requirements;** Revise 1st Paragraph:

Coordinate operations so that vertical longitudinal faces do not exceed height requirements indicated by plans in areas to be used by public traffic. Taper transverse faces in a manner approved by the Engineer to avoid creating a traffic hazard. Perform cold planing in the direction of traffic.

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

(Rev. 12-19-22) January 1, 2021
(Rev. 12-27-23)

Supplemental Specifications – 500SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

Subsection 501.13, (pg. 399), 12-19-22; **Testing Concrete;** Revise 2nd Paragraph:

The Engineer will determine the 28-day compressive strength of the concrete under construction by conducting tests during the progress of work in accordance with **604.15**. The method of making and curing test specimens will be in accordance with AASHTO R 100. Furnish the concrete necessary for the Engineer to conduct the field tests and provide a storage facility with watertight tanks of satisfactory size and number to accommodate the cylinder specimens. The Engineer may allow concrete that fails to meet the specified strength to remain in place, but the Department will pay for such concrete at a reduced price as specified in **604.31** to compensate for the loss of strength. Any reduction in payment because of low strength will be in addition to any reduction in payment related to deficiencies in pavement thickness or rideability.

Subsection 501.17.B, (pg. 409), 12-27-23; **Pay Factor and Required Corrective Action;** Revise 4th Paragraph:

A grinding strategy plan is required before any corrective action begins. Software such as ProVAL is required to generate a grinding plan. Submit a copy of the grinding plan for approval to the Engineer at least 5 days prior to starting any work. The grinding plan must include existing profile, proposed profile, start and stop grinding locations, length of proposed grinding, and direction of grinding. Perform required corrective work with approved grinding equipment or removing and replacing pavement as directed by the Engineer. Perform all corrective action at no cost to the department. Grinding equipment must meet **604.27.C**.

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

(Rev. 12-15-21)
(Rev. 12-19-22)
(Rev. 12-27-23)
(Rev. 12-26-24)
(Rev. 1-8-25)
(Rev. 12-29-25)

January 1, 2021

Supplemental Specifications – 600SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

Subsection 602.04.A, (pg. 429), 12-15-21; **Shop Inspection;** Revise A:

Fabricators of steel bridges shall hold the following certifications in accordance with the AISC Certification Program – Bridge QMS Certification:

1. As a minimum, all fabricators shall be certified in the category of Certified Bridge Fabricator – Intermediate Bridge (IBR) with applicable supplemental requirements.
2. Fabricators of advanced type bridges, as defined in the AISC Standard for Steel Bridges, shall be certified in the category of Certified Bridge Fabricator – Advanced (ABR) with applicable supplemental requirements.
3. Fabricators of diaphragms, cross-frames, floor beams, stringers (rolled beams) and laterals shall be certified in the category of Certified Bridge Fabricator – Intermediate Bridge (IBR), as a minimum.
4. Fabricators of bridge bearings, expansion joints, sign structures and other metal highway components as listed in the AISC standard shall hold certification under the AISC Certification Program – Bridge Component QMS Certification (CPT). As an alternative, fabricators of bridge bearing or expansion joints may hold certification under the Bridge QMS Certification in the category of Certified Bridge Fabricator – Intermediate Bridge (IBR).

Subsection 602.04.A, (pg. 429), 12-29-25; **Shop Inspection;** Revise No. 3 and 4:

3. Fabricators of diaphragms, cross-frames, floor beams, stringers (rolled beams) and laterals shall be certified in the category of Certified Bridge Fabricator – Intermediate Bridge (IBR), as a minimum, unless noted otherwise.

4. Fabricators of bridge bracing on straight, non-skewed bridges (diaphragms, cross-frames, and lateral bracing), bridge bearings, expansion joints, sign structures and other metal highway components as listed in the AISC standard shall hold certification under the AISC Certification Program – Bridge Component QMS Certification (CPT). As an alternative, fabricators of bridge bearing or expansion joints may hold certification under the Bridge QMS Certification in the category of Certified Bridge Fabricator – Intermediate Bridge (IBR).

Subsection 602.04.B, (pg. 429), 12-27-23; **Quality Assurance (QA) Shop Inspection;** Revise 1st & 3rd and Remove 2nd Paragraphs:

At least 6 weeks before starting shop fabrication, provide written notification to the Materials and Tests Division, with a copy to the Engineer, as to the location and schedule of the fabrication of structural steel, so that the Department may arrange for QA shop inspection.

Subsection 602.18.B, (pg. 460), 12-27-23; **Visual Inspection and Repair of Plate Cut Edges;** Revise Paragraph:

Visually inspect and repair plate cut edges in accordance with Article 5.2.6 of the AASHTO/AWS *Bridge Welding Code*, D1.5, current edition.

Subsection 602.19, (pg. 460, 461), 12-27-23; **Welds;** Revise Numbers 1 thru 9 and Add Table 602.19-1:

The following are revisions to the AASHTO/AWS *Bridge Welding Code*:

1. Add the following sentence to Article 8.1.1.1:

   After fabrication, Quality Control (QC) shall mark each piece (girders, beams, diaphragms, X-frames, bearings, etc.) with the fabricator's logo and the CWI Number of the QC Inspector accepting the piece. These stamps will signify that Quality Control (QC) has inspected the piece and that it meets the requirements of the plans and specifications.

2. Delete Article 8.1.3.1(3).

3. Delete Article 8.1.3.2.

4. Delete the last sentence in Article 8.1.3.4 and substitute the following:

   Only individuals certified for NDT Level II may perform nondestructive testing.

5. Delete 8.1.3.4(1) and 8.1.3.4(2).

6. Delete the period at the end of Article 8.6.1 and add the following:

   and access to all records necessary to verify conformance to plans and specifications.

7. Delete Article 8.7.1 and substitute the following:

   Complete joint penetration groove welds in main members, as identified in the contract documents shall be QC tested by nondestructive testing.

   Radiographic and ultrasonic testing shall both be performed using methods and frequencies required in the revised AWS Table 8.1 specified in Table 602.19-1.

   Longitudinal butt joints in beam or girder webs shall be 100% QC tested by nondestructive testing.

8. Add the following Article 8.22.4:

Each Ultrasonic Unit shall be certified for general operational performance at a minimum time interval of 12 months with a method approved by the instrument manufacturer.

Table 602.19-1: NDT Methods and Frequency (revised AWS Table 8.1)

Weld Type	Joint Type	Process	Member Design Stress Type	NDT Method	Frequency
CJP groove welds	Butt joints other than in webs of flexural members	Other than ESW or EGW	Tension or reversal	RT and UT	100% of each joint
			Compression or shear	RT and UT	25% (See 8.7.4)
		ESW or EGW	Tension or reversal	RT and UT	100% of each joint
			Compression or shear	RT and UT	25% (See 8.7.4)
	Butt joints in webs of flexural members, transverse to the direction of bending stress	Other than ESW or EGW	Tension	RT and UT	1/6 of the web depth beginning at the tension flange or flanges for each joint
		ESW or EGW		RT and UT	
		Other than ESW or EGW	Compression	RT and UT	25% of the remainder of the web depth for each joint
		ESW or EGW		RT and UT	
	Butt joints in webs of flexural members, parallel to the direction of bending stress	Other than ESW or EGW	Shear	RT and UT	100% of each joint
		ESW or EGW		RT and UT	
	T- or corner joints	Any	Tension or reversal	UT	100% of each joint
			Compression or shear (including web to either flange)		25% (See 8.7.4)
PJP groove welds and fillet welds, Grade HPS 690W (HPS 100W)	Any	Any	Any	MT	100% of each joint
PJP groove welds and fillet welds, all other grades					10% (See 8.7.4)

Subsection 602.27, (pg. 464), 12-29-2**; Fit of Stiffeners**; Revise subsection:

Fabricate (by milling, grinding, or welding, as shown on the Plans or otherwise specified) end-bearing stiffeners of girders and stiffeners intended as supports for concentrated loads to provide full bearing on the flanges to which they transmit load or from which they receive load. Stiffeners not intended to support concentrated loads shall, unless shown or specified otherwise, be installed to a tight fit condition at the top and bottom flanges as defined in Article 5.5.10 of AASHTO/AWS D1.5, current edition.~~fit~~

~~sufficiently tight to exclude water after being painted. Fillers under stiffeners shall fit within ¼ inch at each end.~~

Subsection 602.29, (pg. 465), 12-XX-23; **Annealing and Stress Relieving;** Revise 4th Paragraph:

Stress relieve members, such as bridge shoes, pedestals, or other parts that are built up by welding sections of plate together, according to Section 6.4 of AASHTO/AWS *Bridge Welding Code* D1.5 when required by the Contract.

Subsection 602.39, (pg. 470), 12-XX-23; **Erection, Shear Stud Connectors;** Revise 1st Paragraph:

After erecting the beams, attach the shear stud connectors in compliance with OSHA standards. Install the studs in the locations shown on the Plans. Install and test shear studs in accordance with the latest version of AASHTO/AWS D1.5, Chapter 9 Stud Welding. Clean the surface receiving the stud by shot blasting or grinding to a bright metal surface immediately before welding. Weld studs using automatically timed stud welding equipment only. At the beginning of each day or shift, each individual welder/operator and equipment must complete the Production Control/Pre-production Testing described in paragraph 9.7.1 of AASHTO/AWS D1.5. Only allow individuals, who repeatedly demonstrate satisfactory installation, to install the shear studs. The Contractor is responsible for the quality of all welds.

Subsection 603.01.B, (pg. 481), 12-26-24**; Certification Requirements;** Revise Subsection:

All contractors or subcontractors involved in field surface preparation or coating application shall be certified according to the Association for Materials Protection and Performance (AMPP)).

Contractors or subcontractors performing field coating application shall be certified according to AMPP QP1, Field Application.

Contractors and subcontractors performing field surface preparation of existing structures shall be certified according to AMPP QP2, Field Removal of Hazardous Coatings.

Ensure that all contractors and subcontractors that perform field surface preparation or field coating application are certified to the requirements of AMPP; QP1 or QP2 before Contract award and remain certified for the duration of the Project. If a contractor's or subcontractor's certification expires or is suspended, do not allow that contractor to perform any work until the certification is reissued or reinstated. The Department will not consider any requests for time extensions for any delay in the completion of the Project due to an inactive certification and may apply liquidated damages. Provide a copy of the certifications to the Engineer before beginning work and notify the Engineer of all changes in certification status.

Subsection 603.06.A, (pg. 484), 12-26-24**; Schedule of Painting, New Structures;** Revise Table:

Table 603.06-1: System A – Inorganic/Organic Zinc

Paint System	Specification	Minimum Dry Film Thickness (mils)	Maximum Dry Film Thickness (mils)
Primer (shop coat)	Inorganic/Organic Zinc Silicate Paint, **910.03**	2.5	5.0
Intermediate Tie Coat	**910.03**, as modified below	2.0	5.0
Finish Coat (color coat)	Urethane Finish, **910.03** (match color shown on the Plans)	2.0	5.0

Subsection 604.03.A.1.a, (pg. 502), 12-19-22; **Design and Production Parameters;** Revise Table 604.03-1 and 4th paragraph:

Table 604.03-1: Composition of Various Classes of Concrete

Class of Concrete	Min 28-Day Compressive Strength (psi)	Min Cement Content (pound per cubic yard)	Maximum Water/Cement Ratio (pound/pound)	Air Content % (Design ± production tolerance)	Slump (inches)
A	3,000	564	0.45	6 ± 2	3 ± 1 (1)
D, DS (2, 3)	4,000	620	0.40	7 (3)	8 max
L (3, 4)	4,000	620	0.40	7 (3)	8 max
S (Seal)	3,000	682	0.47	6 ± 2	6 ± 2
X (5)					

(1) For slip forming, the slump shall range from 0 to 3 inches.

(2) Use Class D concrete in all bridge decks except box and slab type structures unless otherwise shown on the Plans. Use Class DS concrete in bridge decks with polish-resistant aggregate described in **903.03** and **903.24**.

(3) Design Class D, Class DS, and Class L concrete at 7% air content. Acceptance range for pumping and other methods of placement is 4.5-7.5%. Sampling will be at the truck chute.

(4) The unit weight of air dried Class L concrete (lightweight concrete) shall not exceed 115 pounds per cubic foot as determined according to ASTM C567.

(5) Plan specific requirements

Include chemical admixtures in the concrete mixture based on the ambient air temperature and expected weather conditions.

If using chemical admixtures, the allowable slump shall be a maximum of 8 inches. Do not exceed the water cement ratio.

Subsection 604.03.A.1.a, (pg. 502), 12-26-24; **Design and Production Parameters;** Revise Table 604.03-1 and Add Tables 604.03-1(a) and 604.03-1(b) after the last paragraph:

Table 604.03-1: Composition of Various Classes of Concrete

Class of Concrete	Min 28-Day Compressive Strength (psi)	Min Cement Content (pound per cubic yard)	Maximum Water/Cement Ratio (pound/pound)	Air Content % (Design ± production tolerance)	Slump (inches)
A	3,000	564	0.45	6 ± 2	3 ± 1 (1)
D, DS (2, 3, 6, 7)	4,000	620	0.40	7 (3)	8 max
L (3, 4, 6)	4,000	620	0.40	7 (3)	8 max
S (Seal)	3,000	682	0.47	6 ± 2	6 ± 2
X (5)					

(1) For slip forming, the slump shall range from 0 to 3 inches.

(2) Use Class D concrete in all bridge decks except box and slab type structures unless otherwise shown on the Plans. Use Class DS concrete in bridge decks with polish-resistant aggregate described in **903.03** and **903.24**.

(3) Design Class D, Class DS, and Class L concrete at 7% air content. Acceptance range for pumping and other methods of placement is 4.5-7.5%. Sampling will be at the truck chute.

(4) The unit weight of air dried Class L concrete (lightweight concrete) shall not exceed 115 pounds per cubic foot as determined according to ASTM C567.

(5) Plan specific requirements

(6) Class D, Class DS and Class L require the surface resistivity in accordance with AASHTO T 358 for design approval, acceptance, and verification requirements in accordance with Table 604.03-1(a) and Table 604.03-1(b).

(7) Class D and Class DS shall have a minimum supplementary cementitious material(s) replacement of 25% and in accordance with Table 604.03-4.

Table 604.03-1(a): Surface Resistivity Requirements for Mix Design Approval

Chloride Ion Penetration	Apparent Surface Resistivity[a] 4 by 8 in. (100 by 200 mm) Cylindrical Specimens (kΩ·cm) a = 3.8 cm	Action
High	< 12	Not approved; must redesign
Moderate	12 - 36	Approved with project verification
Low	≥ 37	Fully approved

[a] Wenner probe tip spacing; determined from 28-day acceptance cylinders

Table 604.03-1(b): Surface Resistivity Requirements for Project Acceptance and Verification

Chloride Ion Penetration	Apparent Surface Resistivity[a] 4 by 8 in. (100 by 200 mm) Cylindrical Specimens (kΩ·cm) a = 3.8 cm	Action
High	< 12	Redesign before next pour
Moderate	12 - 20	Monitor results
Low	≥ 21	Mix Design is verified

[a] Wenner probe tip spacing; determined from 28-day acceptance cylinders

Subsection 604.03.A.1.d, (pg. 504), 12-19-22; Add Subsection d:

d. **Performance Engineered Mixtures (PEM) Design and Production Parameters**

Proportion the concrete based on a water-cement ratio that does not exceed the maximum shown in Table 604.03-3. The fine aggregate shall not exceed 50% by volume calculation of the total aggregate volume. The volume of paste shall not exceed 25%. The Contractor may elect to use PEM as an alternate/option in replacement of Class A concrete.

Document mixture adjustments, for moisture corrections, on the daily concrete report. Ensure that the adjusted mix complies with all the performance criteria specified in Table 604.03-3.

Table 604.03-3: Composition of Performance Engineered Concrete

Class of Concrete	Min 28-Day Compressive Strength (psi)	Min Cement Content (pound per cubic yard)	Maximum Water/Cement Ratio (pound/pound)	Air Content % (Design ± production tolerance)
PEM (1,2,3,4,5)	3,000(1)	-	0.45	6 ± 2

(1) Or as shown on the Plans or approved shop drawings.
(2) Air Content must be accompanied with the Super Air Meter (SAM) number AASHTO T 395 for data collection only.
(3) Resistance of Concrete to Rapid Freezing and Thawing AASHTO T 161 for data collection only.
(4) Surface Resistivity Indication of Concrete's Ability to Resist Chloride Ion Penetration AASHTO T 358 for data collection only.
(5) Determining the Reactivity of Concrete Aggregates and Selecting Appropriate Measures for Preventing Deleterious Expansion in New Concrete Construction ASTM R80 for data collection only.

All Standards of Practice for Developing Performance Engineered Concrete Pavement Mixtures AASHTO R 101 are for data collection only.

Include chemical admixtures in the PEM mixture based on the ambient air temperature and expected weather conditions. Dosage rates for any admixtures incorporated into the concrete shall be stated during the mix design submittal process. All admixtures shall be compatible and incorporated into the concrete in accordance with the manufacturer's recommendations. Concrete mixtures utilizing multiple admixture manufacturers shall prove compatibility in accordance with the Departmental procedures.

Subsection 604.03.A.1.d, (pg. 504), 12-26-24; **Performance Engineered Mixtures (PEM) Design and Production Parameters;** Revise Table 604.03-3:

Table 604.03-3: Composition of Performance Engineered Concrete

Class of Concrete	Min 28-Day Compressive Strength (psi)	Min Cement Content (pound per cubic yard)	Maximum Water/Cement Ratio (pound/pound)	Air Content % (Design ± production tolerance)
PEM (1,2,3,4,5)	3,000(1)	-	0.45	6 ± 2

(1) Or as shown on the Plans or approved shop drawings.
(2) Air Content must be accompanied with the Super Air Meter (SAM) number AASHTO T 395 for design approval.
(3) Resistance of Concrete to Rapid Freezing and Thawing AASHTO T 161 for data collection only.
(4) Surface Resistivity Indication of Concrete's Ability to Resist Chloride Ion Penetration AASHTO T 358 for design approval, acceptance, and verification requirements in accordance with Table 604.03-1(a) and Table 604.03-1(b).
(5) Determining the Reactivity of Concrete Aggregates and Selecting Appropriate Measures for Preventing Deleterious Expansion in New Concrete Construction ASTM R80 for data collection only.

All Standards of Practice for Developing Performance Engineered Concrete Pavement Mixtures AASHTO R 101 are for data collection only.

Subsection 604.03.A.2, (pg. 504-505), 12-19-22; **Mix Design Submittal;** Revise 1st and 3rd Paragraphs, and Add 6th Paragraph:

2. **Mix Design Submittal.** Submit, for approval, the proposed design in accordance with Departmental procedures at least 14 days prior to use. Develop the design using saturated surface dry aggregate weights. The design shall be prepared in an approved testing laboratory by a TDOT Certified Concrete Mix Design Technician. The TDOT Certified Concrete Mix Design Technician shall certify that the information contained on the design submittal is correct and is the result of information gained from the actual trial batch. Build trial batches for design no more than 90 days before submitting the design. The trial batch shall produce an average compressive strength to

indicate that the specified 28-day strength can be obtained in the field. Make all strength determinations using equipment meeting the requirements of, and in the manner prescribed by, AASHTO T 22. The design shall provide concrete of the strength specified in all applicable Special Provisions, Plans, and Specifications. The approved mix design will expire at the end of each calendar year or if it does not meet the minimum 28-day strength requirements. Assume responsibility for all costs of concrete design, preparation, and submittal.

Self-consolidating concrete (Classes SCC, SH-SCC, and P-SCC) shall be verified prior to placement either at the ready mix, precast, or prestressed facility. The concrete producer shall notify Regional Materials and Tests a minimum of 1 business day prior to performing a trial batch verification of the submitted design. The trial batch will ensure that all batched quantities and target admixture dosage rates are acceptable and meet specification prior to design approval. All quantities and identified admixture target dosage rates shall meet the tolerances specified in **604.11**.

Performance engineered concrete (Class PEM) shall be verified prior to placement. The concrete producer shall perform trial batching in the presence of a Headquarters Materials and Tests representative. All quantities and admixture dosage rates shall meet the tolerances specified in **604.11**. Gradations shall be submitted with each request.

Subsection 604.03.A.2, (pg. 505), 1-8-25; **Mix Design Submittal;** Add 7th Paragraph:

For Class D, Class DS, Class PEM, and Class L concrete mixtures, surface resistivity values shall be submitted in accordance with Table 604.03-1(a) and Table 604.03-1(b).

Subsection 604.03.A.3, (pg. 506), 12-19-22; **Partial Cement Replacement with Fly Ash or Slag Cement;** Revise 3rd Paragraph, Table 604.03-03, and 4th Paragraph:

When designing Portland cement concrete with Type I or Type IL cement modified by the addition of fly ash and/or slag cement, meet the maximum cement replacement rates (by weight) and minimum substitution ratios (by weight) specified in Table 604.03-4 for the applicable type of modifier.

Table 604.03-4: Type I or Type IL Cement Modified by Fly Ash or Slag Cement

Modifier	Maximum Cement Replacement Rate % (by weight)	Minimum Modifier Cement Substitution Rates (by weight)
Slag Cement (Grade 100 or 120)	35.0	1:1
Class “F” Fly Ash	25.0	1:1
Class “C” Fly Ash	25.0	1:1

The Contractor may use ternary cementitious mixtures (mixtures with Portland cement, slag cement, and fly ash) for Class A, Class D, Class DS, Class PEM concrete provided that the minimum Portland cement content is 50%. The maximum amount of fly ash substitution in a ternary cementitious mixture shall be 20%. The Department will allow Type IS cement with ternary cementitious mixtures. When using a Type IS cement, do not use any additional slag cement as a partial replacement for the hydraulic cement. The Department will allow a maximum of 20% fly ash as a partial hydraulic cement replacement in Class A concrete using only Type IS cement.

Subsection 604.03.B, (pg. 507-510), 12-19-22; **Quality Control and Acceptance of Concrete;** Revise 2nd and 5th Paragraphs, Add Sentence after 5th Paragraph, Revise Nos. 7,8,10,11, and 9th Paragraph:

The minimum size of a batch shall be 2.5 cubic yards. If less than 2.5 cubic yards is needed, the concrete must be provided by a Volumetric Continuous Mixer as specified in **604.04.C.**

The concrete producer shall develop for the Engineer's approval and maintain at the plant a plant-specific Process Control Plan that shall apply to all Department contracts for the calendar year. Communicate all changes made to the Process Control Plan during the year to the Regional Materials and Tests Supervisor. Develop for the Engineer's approval a placement site Process Control Plan stating the procedures for sampling, testing, and inspection of the concrete. Maintain a record of all tests and inspections performed at the facility and placement site. Provide these documents to the Engineer upon completion of the Project for inclusion in the Project records. Provide a binder of current records in accordance with Departmental procedures.

No water shall be added in the field for Class PEM concrete.

7. Conduct slump AASHTO T 119 or slump flow ASTM C1611 and air tests AASHTO T 152. For Class PEM provide the Super Air Meter (SAM) number for informational purposes only.

8. Conduct yield tests AASHTO T 121. If yield varies more than plus or minus 2% from that shown on the design, stop all batching operations until the problem has been identified and corrected or a new concrete design has been obtained. Additionally for Class PEM only, determine Unit Weight by AASHTO T 121.

10. Conduct tests for concrete and ambient air temperatures AASHTO T 309.

11. Provide a daily report to the Engineer that identifies the date, Contract and Project, Item number(s), batch weights, aggregate gradations, moisture corrections, admixtures, slump, air content, temperatures, and similar pertinent information.

The Department or its representative will be responsible for performing all acceptance tests. A TDOT Concrete Field-Testing Technician or ACI equivalent will sample and test in accordance with Departmental 604.04 510 procedures. The Department will ensure the Contractors initial curing conditions are properly maintained during the initial curing period as specified in **722.09** and all acceptance cylinders are transported according to AASHTO R 100.

Subsection 604.03.B, (pg. 507-510), 1-8-25; **Quality Control and Acceptance of Concrete;** Revise 5th and 6th Paragraphs, Revise No. 7, and 10th Paragraph:

The concrete producer shall develop for the Engineer's approval and maintain at the plant a plant-specific Process Control Plan that shall apply to all Department contracts for the calendar year. Communicate all changes made to the Process Control Plan during the year to the regional Materials and Tests Field Services Team Lead. Develop for the Engineer's approval a placement site Process Control Plan stating the procedures for sampling, testing, and inspection of the concrete. Maintain a record of all tests and inspections performed at the facility and placement site. Provide these documents to the Engineer upon completion of the Project for inclusion in the Project records. Provide a binder of current records in accordance with Departmental procedures.

No water shall be added in the field for Class PEM concrete above the approved water-cement ratio submitted and approved during trial batching.

7. Conduct slump AASHTO T 119 or slump flow ASTM C1611 and air tests AASHTO T 152. For Class D, Class DS, Class PEM, and Class L provide the Sequential Air Meter (SAM) AASHTO T 395 number for design approval and Surface Resistivity AASHTO T 358 for design approval, acceptance, and verification requirements in accordance with Table 604.03-1(a) and Table 604.03-1(b).

The Department or its representative will be responsible for performing all acceptance and verification tests. A TDOT Concrete Field-Testing Technician or ACI equivalent will sample and test in accordance with Departmental 604.04 procedures. The Department will ensure the Contractors initial curing conditions are properly maintained during the initial curing period as specified in **722.09** and all acceptance cylinders are transported according to AASHTO R 100.

Subsection 604.04.A.1, (pg. 511), 12-19-22; **Batching Plant, Multi-Aggregate Feed System, and Equipment, General;** Revise 2nd Paragraph:

All producers of concrete shall be on the Department's Producer List.

Subsection 604.04.B.3, (pg. 513), 12-19-22; **Truck Mixers and Truck Agitators;** Revise 1st Paragraph:

Ensure that truck mixers used for mixing and hauling concrete, as well as the truck agitators used for hauling central-mixed concrete, meet all the applicable requirements specified in **604.04.B.1**. Truck mixers shall have a manufacturer's plate indicating the various uses for which the equipment is designed, the gross volume of the drum, and the minimum and maximum speed of rotation of the drum or blades for charging, mixing and agitating. Equip truck mixers with an approved device for recording the number of revolutions of the drum or blades.

Subsection 604.15.A, (pg. 532), 12-19-22; **Compressive Strength Tests of Concrete, General;** Revise 2nd Paragraph:

The frequency of testing for compressive strength to determine when forms may be removed, or when a structure may be put into service, shall be as requested by the Contractor or as deemed necessary by the Engineer in accordance with **604.15.C** or **604.15.D**.

Subsection 604.15.B, (pg. 532-533), 12-19-22; **Concrete Acceptance Cylinders;** Revise 1st, Remove 2nd and Revise 3rd, 5th, and 6th Paragraphs:

The Department will test the specimens for compressive strength according to AASHTO T 22. Provide the necessary concrete for making test specimens and adequate curing and storage facilities specified in **722.09** at no additional cost to the Department. Provide hourly temperature data for each day the specimens were kept in the initial curing environment.

~~Concrete cylinders submitted for testing beyond 28 days shall comply with the design strength requirements specified in **604.03** or the Plans.~~

If the acceptance cylinders fail to meet the specified strengths, the Contractor must provide QC data from the batching operation for the suspect concrete delivered and a letter of intent to core the suspect location. When these requirements are met, the Contractor may then elect to drill a minimum of two or maximum of three concrete core samples per set of cylinders from the hardened concrete. The cores shall be obtained in accordance with Departmental procedures. Obtaining the concrete cores and repairing the concrete core holes shall be at no cost to the Department.

The Engineer will not accept cores submitted for testing beyond 56 days.

The average compressive strength of all the cores taken to represent the failing concrete acceptance cylinders will be considered to be the acceptance strength of record for the in-place concrete. Any core that fails to meet the standard for cores in the Departmental procedures will be discarded untested and not considered in the average compressive strength. In accordance with **604.31**, the Engineer will accept at a reduced pay concrete that meets the required strengths specified in **604.03** or the Plans for the respective class.

Subsection 604.15.B, (pg. 532-533), 1-8-25; **Concrete Acceptance Cylinders;** Revise 1st and Add 6th Paragraph:

The Department will test the specimens for compressive strength according to AASHTO T 22 and surface resistivity for Class D, Class DS, Class PEM, and Class L according to AASHTO T 358 and Table 604.03-1(b). Provide the necessary concrete for making test specimens and adequate curing and storage facilities specified in **722.09** at no additional cost to the Department. Provide hourly temperature data for each day the specimens were kept in the initial curing environment.

If acceptance cylinders fail to meet the specified surface resistivity values for Table 604.03-1(b) for Class D, Class DS, Class PEM, and Class L concrete mixtures, the entire surface shall be sealed with an approved penetrating sealer listed on the Department's Qualified Producer List at no additional cost to the Department.

Subsection 604.15.C, (pg. 534), 12-19-22; **Compressive Strength Tests of Concrete, Early Break Cylinders;** Revise 1st Paragraph**:**

Make and cure all test specimens according to AASHTO R 100, and the applicable procedures therein defined for Field Cured Specimens, unless otherwise specified by the Engineer. The Department will test the specimens for compressive strength according to AASHTO T 22. Provide the necessary concrete for making test specimens at no additional charge to the Department.

Subsection 604.15.D, (pg. 534), 12-19-22; **Compressive Strength Tests of Concrete, Maturity Method;** Add Subsection D:

D. Maturity Method

Strength of concrete in-place may be estimated by the Standard Practice for Estimating Concrete Strength by the Maturity Method AASHTO T 325 and Departmental procedures for critical activities. (open pavement to traffic, removing forms, post tension, shipping, cold weather).
The Department will break a set of cylinders made from the pour in question to verify the strength-maturity relationship, the concrete will be accepted on the basis of the 28 day strength as defined by the strength-maturity relationship. If the cylinders break within 10% of the estimated strength based on the strength-maturity relationship, the concrete will be accepted on the basis of the 28 day strength as defined by the strength-maturity relationship. If the cylinders break outside of the 10% tolerance, the 28 day cylinders will be broken and the concrete will be accepted per **604.15.B**.

Subsection 604.16.E, (pg. 539), 12-27-23; **Placing Concrete, Joints;** Remove 4th and Revise 5th Paragraphs:

For box culvert construction, place the concrete in the walls and allow to set at least 4 hours before constructing the top slab.

Subsection 604.19, (pg. 541), 12-19-22; **Removal of Forms and Falsework;** Revise 3rd Paragraph:

Release and remove falsework and supports under concrete structures only when the following conditions are met:

1. Representative specimens of the concrete, made and cured in accordance with **604.15.C**, attain a compressive strength of 3,000 pounds per square inch or when Strength Maturity relationship indicates the concrete has achieved 3000 pounds per square inch and has been verified per **604.15.D**.

2. The concrete has been in place a minimum of 7 days, not counting days of 24 hours each in which the temperature falls below 40 °F, or 21 calendar days, whichever occurs first.

Subsection 604.26, (pg. 549), 12-29-25**; Waterproofing and Waterstops;** Revise 1st paragraph:

Perform waterproofing, where shown on the Plans ~~or directed by the Engineer, as specified in 605~~.

Subsection 604.27.C, (pg. 551), 12-27-23; **Pay Factor and Required Corrective Action;** Revise 3rd Paragraph:

A grinding strategy plan is required before any corrective action begins. Software such as ProVAL is required to generate a grinding plan. Submit a copy of the grinding plan for approval to the Engineer at least 5 days prior to starting any work. The grinding plan must include existing profile, proposed profile, start and stop grinding locations, length of proposed grinding, and direction of grinding. Perform corrective action, including grinding of bridge decks and approach slabs, removal of pavement tie-ins, resurfacing, and application of sealants, at no additional cost to the Department.

Subsection 604.27.C, (pg. 551), 12-29-25**; Pay Factor and Required Corrective Action;** Revise 3rd paragraph:

A grinding strategy plan is required before any corrective action begins. Software such as ProVAL is required to generate a grinding plan. Submit a copy of the grinding plan for acceptance~~pproval~~ to the Engineer at least 5 days prior to starting any work. The acceptance of the grinding plan does not waive meeting any requirements of 604.27.C. The grinding plan must include existing profile, proposed profile, start and stop grinding locations, length of proposed grinding, and direction of grinding. Perform corrective action, including grinding of bridge decks and approach slabs, removal of pavement tie-ins, resurfacing, and application of sealants, at no additional cost to the Department.

Subsection 604.31, (pg. 557), 12-19-22; **Basis of Payment;** Revise 6th & 7th Paragraphs and Revise Equation:

Where concrete mixture does not meet the specified strength but is allowed to be included in the permanent construction as specified in **604.20** or the acceptance strength of record fails to meet the strength specified in **604.15**, the Department will use the following equation to determine the price deduction for the invoiced price of the defective concrete mixture.

$$PD = (3 \times Ds) \times IP \times Q$$

Where:

PD = Price Deduction by the Dollar

$$Ds = \left[\frac{(\text{Specified Strength} - \text{Actual Strength})}{\text{Specified Strength}}\right]$$

IP = Invoice Price by the Cubic Yard

Q = Quantity of Defective Concrete by the Cubic Yard

The price deduction shall only apply to the invoiced delivery cost of the defective concrete mixture. The deduction shall not apply to incidental items associated with the bid items such as labor, reinforcing steel, etc. Supply the Engineer with a certified invoice from the producer for the defective concrete mixture. The certified invoice will be for the cost of the concrete mixture with taxes and fees delivered to the project.

Subsection 607.02.A, (pg. 579), 12-29-25**; Materials** Add as 3rd paragraph:

Provide concrete pipe from the Department's Producer List.

Subsection 607.02.B, (pg. 579), 12-15-21; **Materials, Pipe Culverts, Cross Drains, Side Drains, & Storm Drains;** Remove 1st Sentence:

B. Pipe Culverts, Cross Drains, Side Drains, & Storm Drains

~~Where Pipe Culverts (Cross Drains & Median Drains) are specified, provide them in accordance with the following:~~

Subsection 607.07, (pg. 582), 12-15-21; **Joining Pipe:** Revise 5th paragraph.

HDPE, PP, SRTRP, and PVC pipe shall be joined in accordance with ASTM D3212 and meet the performance requirements for water-tight. Install joints so that the connection of pipe sections, for a continuous line, will be free from irregularities in the flow line.

Subsection 615.09, (pg. 624), 12-19-22; **Proportioning and Mixing of Concrete;** Revise 5th Paragraph:

Make concrete test specimens for Class P and Class P-SCC, in accordance with AASHTO R 100 and ASTM C1758 respectively, to determine the adequacy of the concrete design and the minimum time at which the stress may be applied to the concrete. Cure the test specimens used to determine the time at which stress may be applied in the same manner and under the same conditions as the bridge members. The initial curing of specimens to determine the design strength of the concrete shall be specified above with additional curing water, as provided in AASHTO R 100. The compressive strength of the concrete will be estimated using the Maturity Method in accordance with **604.15.D.** The frequency of sampling and testing will be in accordance with Departmental procedures.

Subsection 615.01, (pg. 618), 12-29-25**; Description,** Revise 2nd paragraph:

Fabricate these items in plants that have been certified by the Precast/Prestressed Concrete Institute (PCI). The fabricator shall be certified by PCI for the product that it will be manufacturing and supplying to the State or the Contractor. Provide prestressed concrete from the Department's Producer List.

Subsection 619.02, (pg. 650-651), 12-29-25**; Materials;** Revise:

Portland Cement (Type I or Type III) **901.01**
Fine Aggregate (Natural Sand) **903.01**
Coarse Aggregate ~~(Size 7)~~ **903.03**
Water **921.01**

Subsection 619.04.A, (pg. 652-653), 12-15-21; **Volumetric Continuous Mixers;** Revise No. 3 & Ticket List:

3. The volumetric mixing plant shall be operated and calibrated by a Volumetric Mixer Operator with a TDOT Concrete Field Testing Technician Certification or equivalent. In the presence of the Engineer, perform the calibration of gate settings according to the manufacturer's recommendations for the mix design to be used before starting work. The calibration procedure shall account for the moisture content of the aggregates. The yield shall be maintained within a tolerance of plus or minus 1% and verified using a minimum 2 cubic feet container every 50 cubic yards. Recalibrations will be necessary when indicated by the yield checks, and at any other times the Engineer deems necessary to ensure proper proportioning of the materials.

Each load of concrete produced by a volumetric continuous mixing plant shall be accompanied by a Concrete Delivery Ticket. The ticket shall include as a minimum the following:

a. Date
b. Contract number
c. County
d. Class of concrete
e. Concrete design number
f. Number of cubic yards
g. Load number
h. Truck number
i. Maximum water allowed by design
j. Total water added
k. Water-cementitious materials ratio
l. Time loaded
m. Time discharged
n. Signature of producer's Volumetric Mixer Operator

Subsection 619.04.A, (pg. 653), 12-19-22; **Volumetric Continuous Mixers;** Revise Ticket List:

Each load of concrete produced by a volumetric continuous mixing plant shall be accompanied by a Concrete Delivery Ticket. The ticket shall include as a minimum the following:

a. Date
b. Contract number
c. County
d. Class of concrete
e. Concrete design number
f. Number of cubic yards
g. Load number
h. Truck number
i. Maximum water allowed by design
j. Total water added
k. Water-cementitious materials ratio
l. Time discharged
m. Signature of producer's Volumetric Mixer Operator

Subsection 619.09, (pg. 656), 12-29-25**; Placing, Consolidating, and Finishing;** Revise 4th paragraph:

Finished surface smoothness shall comply with **604.27**, except the grinding noted in 604.27.C for the corrective action will not be performed.

Subsection 620.02, (pg. 659), 12-29-25**; Materials;** Revise:

For the respective type of railing, provide materials as follows:

Concrete Parapet with Structural Tubing STD-11-1
Concrete Parapet .....~~STD-1-1 or~~STD-1-1SS
Concrete Rail STD-7-1, STD-11-2, 3, 4

Subsection 622.03.A, (pg. 665), 12-19-22; **Proportioning and Quality Assurance of Shotcrete, Proportioning;** Revise 3rd Paragraph:

Shotcrete shall meet the performance requirements specified in Table 622.03-1 and meet the requirements for cement replacement in **604.03.A.3**.

Subsection 623.02.C.1, (pg. 673), 12-15-21; **Modular Roadway Expansion Joints, Fabrication and Construction;** Revise No. 1:

1. Construct the expansion joint systems as shown on the shop drawings. Meet the tolerance requirements included in AASHTO specifications. Perform all welding according to AWS specifications and by certified welders only. Ensure that fabricators are certified under the AISC Certification Program – Bridge Component QMS Certification (CPT). As an alternative, fabricators of bridge bearing or expansion joints may hold certification under the Bridge QMS Certification in the category of Certified Bridge Fabricator - Intermediate Bridge (IBR).

Subsection 623.03.C.2, (pg. 676, 677), 12-15-21; **Strip Seal Expansion Joints, Fabrication and Construction;** Revise No. 2:

2. Shop drawings shall also supply information regarding material specifications, geometry, a table of variable temperature and dimensions, and a bill of material. The maximum joint opening shall be 4 inches. Construct the expansion joint systems in accordance with the details shown on the shop drawings. Tolerance requirements shall be in accordance with AASHTO Specifications. Perform all welding in accordance with AWS specifications and by certified welders only. Ensure that fabricators are certified under the AISC Certification Program – Bridge Component QMS Certification (CPT). As an alternative, fabricators of bridge bearing or expansion joints may hold certification under the Bridge QMS Certification in the category of Certified Bridge Fabricator - Intermediate Bridge (IBR).

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

(Rev. 12-15-21)
(Rev. 12-19-22)
(Rev. 12-26-24)
(Rev. 12-29-25)

January 1, 2021

Supplemental Specifications – 700SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

Subsection 702.02, (pg. 688), 12-19-22; **Materials, Revise 4th Paragraph:**

The Department will make compressive strength test specimens in accordance with AASHTO R 100.

Subsection 705.06, (pg. 697-698), 12-19-22; **Installation of Posts; Revise 1st, 2nd, Nos. 1,2,3, & 4 and 4th Paragraphs:**

Before beginning any excavation or driving any guardrail post, determine the location of all underground electrical, drainage, and utility lines in the vicinity, and conduct work to avoid damaging these facilities. Dig or drill holes to the depth shown on the Plans and/or the approved Shop Drawings and to a size that will allow proper setting of the posts and sufficient room for backfilling and tamping. Drive posts using approved methods and equipment, provided the posts are erected in the proper position and are free of distortion, burring, or other damage.

If solid rock is encountered while installing guardrail posts to the minimum depth required. The installation of guardrail posts shall meet requirements that are detailed in the Departments Standard Drawings or approved Shop Drawings for drilling post holes.

If solid rock is encountered when installing end terminals using tubes, install posts 1 and 2 to full depth or a minimum of 36 inches into the solid rock. Backfill the holes around the steel tube with the cutting spoils.

See approved shop drawings for additional information concerning post depth and hole size.

Backfill dug holes with selected earth or other suitable materials in layers not to exceed 4 inches in thickness. Thoroughly tamp each layer. After backfilling and tamping is complete, hold the posts or anchors securely in place.

Subsection 705.06, (pg. 698), 12-15-21; **Installation of Posts; Add new 7th Paragraph:**

When an underground structure or utility prevents proper post installation for a run of guardrail, posts may be omitted along the run of guardrail only as detailed in the Department's Standard Drawings. A post will not be omitted from any end terminal or transition. If the conditions noted for omitting posts cannot be used, then the use of a guardrail footing or weak post attachment to culvert may be used as detailed in the Department's Standard Drawings

Subsection 705.10, (pg. 700), 12-15-21; **Basis of Payment; Add new 7th Paragraph:**

When posts are omitted from a run of guardrail, payment shall be as noted in the Standard Drawings.

a. For 1 post being omitted, the Department will pay the contract unit price for W Beam Guardrail (Type 2) MASH TL-3.
b. For 2 or 3 posts being omitted, the Department will pay for the linear feet of nested W Beam rail as detailed in the Standard Drawings at a rate equal of 1.5 times the contract unit price for W Beam Guardrail (Type 2) MASH TL-3.
c. If a guardrail footing or attachment to culvert was used, the Department will pay for work as noted in the Standard Drawings.

Subsection 710.06, (pg. 723), 12-19-22; **Aggregate Underdrains (with Pipe); Revise 1st Paragraph:**

Excavate the trench to receive the pipe at the locations shown on the Plans or as directed by the Engineer. If the Plans do not show dimensions, construct the width of the trench to be not less than 12 inches. Make the trench deep enough to intercept the water-bearing strata and to allow installation of the pipe and cover material. Unless otherwise shown on the Plans, spread a 2-inch layer of aggregate on the bottom of the trench, compact it, and bring to a uniform grade.

Subsection 712.02, (pg. 731-732), 12-15-21; **Materials; Revise List:**

Aluminum..... 916.02
Paint..... 910.02
Cold Rolled Carbon Steel -16 gauge ..... ASTM A1008
Non-metallic Drums and Barricades .....QPL
Reflective Sheeting..... 916.06

Subsection 712.02.B, (pg. 732), 12-15-21; **Temporary Pavement Marking Material; Revise 1st Paragraph:**

Unless otherwise specified, the material for pavement marking shall be either temporary pavement marking tape listed on the Department's QPL, or reflectorized paint with raised reflective pavement markers placed as shown on the Plans

Subsection 712.02.E, (pg. 733), 12-15-21; **Portable Impact Attenuators; Revise Heading & 1st Paragraph:**

E. Temporary Work Zone Crash Cushions

Temporary work zone crash cushions shall be in accordance with the Plans and Specifications, meet the requirements for the appropriate test level, and meet the requirements of and be listed on the Department's QPL or Standard Drawings.

Subsection 712.04 & D, (pg. 734 & 737), 12-26-24**; General, Signs;** Revise 4th Paragraph, & **D;** 5th Paragraph:

During periods of non-use, remove warning signs and other devices from the work area, and cover or otherwise position them so they do not convey their message to the traveling public and do not present a safety hazard to drivers. If covered, maintain the covering material in a neat and workmanlike manner during its use. The method of covering the sign face shall not deface or damage the retroreflective sheeting of the sign. Plastic bags shall not be allowed to cover signs.

D. Signs

Cover all existing signs or portions of a sign(s) that are not applicable to the Traffic Control Plan so as not to be visible to traffic, or remove such sign(s) from the roadway when not in use. Signs shall be covered with an opaque, form fitting, tear resistant material that fully obscures the sign text and shall not deface or damage the retroreflective sheeting of the sign. Plastic bags shall not be allowed to cover signs.

Subsection 712.04.B, (pg. 735-736), 12-15-21; **THP Troopers and Uniformed Law Enforcement Officers; Revise 2nd Paragraph:**

When a THP Trooper is not available, the Contractor may provide a Uniformed Law Enforcement Officer if approved by the Engineer and the Regional Safety Coordinator or Regional Operations Office. All Uniformed Law Enforcement Officers shall provide a marked Federal, State, County, City, or Metropolitan government law enforcement vehicle equipped with blue lights and have the authority to write traffic tickets and make arrests within the project site. The Uniformed Law Enforcement Officer shall maintain a detailed written log of enforcement activities and shall submit the log to the Engineer for verification each month.

Subsection 712.06, (pg. 743), 12-15-21; **Temporary Marking; Revise Heading, Add No. 2, & Revise No. 1 & 3:**

712.06 Temporary Pavement Marking

Unless otherwise specified, install temporary pavement marking as follows:

1. Provide 4-inch wide pavement marking (line) for center, edge, lane and barrier lines as shown on the Plans for projects that will have traffic maintained overnight. For temporary pavement markings (line) on intermediate layers of pavement, use reflective tape, reflectorized paint, and raised pavement markers, or a combination thereof as shown on the Plans or as required by the Engineer, and install meeting **716, 910.02, 919.04**, or Department's QPL at the end of each day's work. Short, unmarked sections will not be allowed. Preserve established no-passing zones, if any, on the existing pavement; if no-passing zones have not previously been established, establish them before beginning the work. Mark two-lane, two-way highways with 10-foot long center lines applied on 40-foot centers and appropriate no-passing barrier lines.

2. When required, provide temporary pavement markings at intersections for temporary pavement markings on intermediate layers of pavement. The Department will require temporary intersection pavement markings to be reflectorized paint, or removable pavement marking meeting **716, 910.02, 919.04**, and or Department's QPL.

3. Where required on the completed permanent pavement surface, meet **716.03**.

Subsection 712.09, (pg. 744, 745), 12-15-21; **Method of Measurement; Revise No. 5, 7, 8 & Add 9:**

5. Warning Lights and Flashing Arrow Boards by the unit, Changeable Message Signs per each for the type designated. Payment will be based on the maximum number in place at one time.

7. Temporary Work Zone Crash Cushion based on the initial installation of each. No additional payment will be made for removal, moving, and reinstalling at other locations on the Project as directed by the Engineer. Payment will be based on the maximum number in place at one time.

8. Temporary pavement marking (line) for edge, center, lane and barrier lines will be measured as listed in the plans, complete in place and accepted, as Painted Pavement Marking (Line) regardless of whether the lines are painted, taped markings, or raised pavement markers, or a combination of the above as shown on the Plans or as required by the Engineer. Only the marked line will be measured for payment.

9. Temporary pavement markings at intersections will be measured as listed in the plans complete in place and accepted as Painted Pavement Marking (Description) or Removable Pavement Marking (Description)

Subsection 712.10, (pg. 746, 747), 12-15-21; **Basis of Payment; Revise Item List & Paragraphs 4, 5, 9, Remove Paragraph 8:**

Item	*Pay Unit*
Traffic Control	Lump Sum
Portable Barrier Rail	Linear Feet
Temporary Work Zone Crash Cushion	Each
Signs	Square Feet
Flexible Drums	Each
Temporary Barricades (Type)	Linear Feet
Removable Pavement Marking (Description)	Linear Feet
Changeable Message Sign Unit	Each
Arrow Board (Type C)	Each
Barrier Rail Delineator	Each
Temporary Flexible Tubular Delineator	Each

Payment for Temporary Work Zone Crash Cushion will be made at the contract price, complete in place, with total payment based on the maximum number in place at one time as specified in **712.09**.

Payment for Signs (Construction) is full compensation for providing sign panels with proper sheeting and legend, erecting on proper supports, furnishing all mounting hardware, covering when not in use, relocating, handling, and maintaining until Project completion. Vertical Panels will be paid as Signs (Construction).

Payment for Removable Pavement Marking items shall be full compensation for the installation, maintenance, and removal of the marking line when it is no longer required.

Subsection 713.04.E, (pg. 752), 12-29-25**; Supports for Overhead Sign Structures;** Revise 2nd paragraph:

Erect the structures with the specified camber ~~and~~ so as to prevent excessive stresses, damage, or defacement.

Subsection 714.02, (pg. 757-758); 12-26-24, **Materials**; Revise subsection:

Provide materials as specified in **917** and as follows:
Portland Cement Concrete, Class A..... **604**
Crushed Stone Grading D..... **903.05**
Steel Bar Reinforcement for Concrete Structures..... **907.01**
Welded Steel Wire Fabric..... **907.03**
Gray Iron Castings..... **908.07**
Inorganic Zinc Paint..... **910.03**
Cement Concrete Curing Materials..... **913**
Conduit..... **917.05** or **917.07**

Within 30 days after the issuance of the work order, submit to the Engineer one digital set of the manufacturer's descriptive literature and technical data, fully describing the types of lighting equipment

proposed for use. In the descriptive literature, identify the manufacturer and model, and include sufficient information for the Engineer to determine if the equipment or material meets the requirements of the Plans and these Specifications. Include with the set of submittal data a list of the materials submitted along with descriptive material for, but not limited to, the following items when applicable.

1. Complete photometric data of luminaires as published by the manufacturer with independent testing laboratory results.

2. General details of light standards, breakaway bases, and bracket arms. For light standards with a mounting height from 30 feet to 50 feet, submit one set of design calculations and one digital print of "Design" or "Shop" drawings to the Traffic Design Division for approval purposes. The Department will review these drawings at the earliest possible date and will return digital prints marked "Approved for Fabrication," or "Returned for Revisions as Noted." Respond by taking appropriate action to ensure the earliest possible correction of these items so as not to delay the installation.

3. Highmast tower details with a set of design calculations for each height including access hole, base, anchorage, head frame, and lowering device. Include specification references for materials and location, type, size, and extent of welds. In addition to the set of design calculations, submit one digital print of "Design" or "Shop" drawings for each highmast tower height to the Traffic Design Division for approval purposes in a manner similar to that specified in Item 2 above for light standards with a mounting height from 30 feet to 50 feet.

4. Dimension sheets and performance data on all related equipment.

The Engineer will retain one copy and forward one copy each to the local entity (city or county engineer) and the Traffic Design Division for their review.

Also include with the submittal set detailed scale drawings of all non-standard or special equipment and of all proposed deviations from the Plans. Deviations from the Plans or Specifications require approval from the Traffic Design Division. Include a letter requesting deviations or alternate materials in the submittal for Traffic Design Division approval. Upon request, submit for approval sample articles of materials proposed for use. The Department will not be liable for any materials purchased, labor performed, or delay to the Work prior to such approval.

In addition to the above, include with each submittal a notarized letter certifying that all lighting system materials listed in the submittal conform to the Plans and Specifications. Also submit to the Engineer a statement from the Maintaining Agency that all lighting system materials listed in the submittal are acceptable to the Agency.

Subsection 714.02, (pg. 757); 12-29-25**; Materials**; Revise 2nd paragraph:

Within 30 days after the issuance of the work order, submit to the Engineer one digital set of the manufacturer's descriptive literature and technical data, fully describing the types of lighting equipment proposed for use. In the descriptive literature, identify the manufacturer and model, pole and or luminaire, and include sufficient information for the Engineer to determine if the equipment or material meets the requirements of the Plans and these Specifications. Include with the set of submittal data a list of the materials submitted along with descriptive material for, but not limited to, the following items when applicable.

Subsection 714.03, (pg. 758); 12-26-24, **Codes**; Revise subsection:

Furnish material and perform all work in strict accordance with the latest revision of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Illuminating Engineering Society (IES) publications, ANSI standards, and the codes, regulations, and rules prevailing in the area in which the Work is being performed, as applicable.

Subsection 714.03, (pg. 758); 12-29-25**; Materials**; Revise subsection:

Furnish material and perform all work in strict accordance with the latest revision of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Illuminating Engineering Society (IES) publications, American National Standards Institute (ANSI) standards, and the codes, regulations, and rules prevailing in the area in which the Work is being performed, as applicable.

Subsection 714.05.A.1, (pg. 759-761); 12-26-24, **Underground Conduit, General**; Revise 1st, 4th, 5th, and 6th Paragraphs, Add new **1.c**:

Underground conduit shall be placed as: encased, direct burial conduit, or by direction boring method. Install conduit in a trench excavated to the dimensions and lines specified.

Obstructions encountered when excavating trenches for underground conduit may require minor changes, such as in locations of conduit runs and pull boxes. Obtain the Engineer's approval before making such changes. Where possible, contact the utility companies to have clear distance required by the specific utility company's standards and specifications to keep electric conduits and pullboxes away from utility facilities, such as gas lines, water mains, and other underground facilities not associated with the electrical system. Where the conduit run is adjacent to concrete walls, piers, footings, and similar structures, maintain a minimum of 4 inches of undisturbed earth or firmly compacted soil between the conduit and the adjacent concrete or, when the conduit is encased, between the encasement and the adjacent concrete.

Unless shown on the Plans, do not excavate trenches in existing pavement or surfaced shoulders to install conduit. If it is necessary to place a conduit under an existing pavement, install the conduit by directional boring or other approved means with galvanized rigid steel conduit or schedule 80 PVC conduit.

Keep drilling pits at least 10 feet from the edge of the paved shoulder or sidewalk unless otherwise directed by the Engineer. When the Plans specifically allow excavation of a trench through an existing pavement or surfaced shoulder, restore the pavement and/or surface and base to their original condition. Do not leave boring pits open for extended periods of time.

c. **Directional Boring Conduit**. To be used under existing: roads, sidewalks, and business drive.

Subsection 714.05.A.1, (pg. 759-761); 12-29-25**; Underground Conduit, General**; Revise 3rd paragraph:

Build conduit runs in straight lines where possible. Where sweeps are necessary, use standard long sweep conduit bends when feasible, and meet the minimum radius required by the National Electric Code. Install pull boxes at intervals not to exceed 250 feet so that the tensile strength of the conductors will not be exceeded.

Subsection 714.05.B, (pg. 762); 12-26-24, **Conduit On Structures**; Revise 1st, & Add New Last Paragraph:

Existing bridges install conduits, conduit fittings, hangers, expansion fittings, and accessories as shown on the Plans and, unless otherwise specified, in accordance with the following:…

Proposed bridges provide structural lighting item materials for the bridge designer to include in the proposed bridge superstructure and substructure when lighting is required.

Subsection 714.05.B, (pg. 762); 12-29-25**; Conduit On Structures**; Remove No 2 and Revise No. 4:

~~2. Install horizontal runs on a slight grade, without forming low spots, to ensure proper drainage.~~

4. Hold conduits in boxes with locknuts and provide bushings or adapters or equivalent protection for the protection of the conductors.

Subsection 714.08, (pg. 765); 12-29-25**; Light Standards**; Revise 1st paragraph:

Install light standards of the designated design, type~~kind~~, size, and class in accordance with and at the locations shown on the Plans. Ensure that the installed standards, complete with the bracket arm(s) and luminaire(s) as specified, provide the mounting height shown on the Plans. Determine the pole height as required by bracket arm upsweep, slope conditions, and similar characteristics.

Subsection 714.08.A.1.b, (pg. 766); 12-29-25**; Metal Foundations**; Revise paragraph:

b. **Metal Foundations.** Install metal foundations where shown on the Plans and review Standard Drawing T-L-1.~~, if desired, at locations where installation is possible without predrilling the hole.~~

Subsection 714.08.A.3, (pg. 766); 12-26-24, **Wood Poles**; Revise Paragraph:

3. Wood Poles (For Utility Use Only). Excavate for wood poles as specified for prestressed concrete butt base pole foundations in **714.08.A.2**. Dig or drill the holes to the depth shown on the Plans and in such diameter to allow satisfactory use of mechanical tamping equipment.

Subsection 714.10, A & B, (pg. 767-769); 12-26-24, **Luminaires, A. High Intensity Discharge (HID), B. Light Emitting Diode (LED)**; Revise 1st Paragraph, Remove **A.**, **B**; Revise 1st Paragraph & No. 3:

The Department only uses Light Emitting Diode (LED) luminaires for roads and bridges:

~~A.~~

Light Emitting Diode (LED)

Light Emitting Diode (LED) luminaires shall be manufactured in accordance with ANSI C136.37-2011 (or recent version). All testing and data sheets for proposed LEDs shall be included in the submittal package and shall include, but not limited to, the following: Illuminating Engineering Society (IES): LM-79-08, LM-80-08, RP-8-14, TM-3-95, and TM-15-07 (all should be up-to-date versions). In addition to these requirements, the LEDs shall meet the following requirements:

3. Optical Assembly. The LED optical assembly package shall have a minimum Ingress Protection rating of IP 66 according to ANSI/IEC 60529. The luminaire shall have a standardized refractor/reflector to meet the required optical distribution as required by the plans. The optical assembly shall utilize high brightness, long life, minimum 70 color rendering index (CRI), (3000 K-5700 K) color temperature LEDs binned according to ANSI C78.377. Lenses shall be UV-stabilized acrylic or glass. Provisions for house-side shielding shall be provided when specified.

Subsection 714.11, (pg. 770); 12-29-25**; Light Standards**; Revise subsection and heading:

714.11 ~~Lamps~~Luminaires and Light Fixture

Install ~~lamps~~luminaires and light fixtures of the design, type, and size, and at the locations shown on the Plans.

Subsection 714.12, (pg. 770); 12-29-25**; Installation of Overhead Wires**; Revise subsection:

Install overhead wiring, when specified, as shown on the Plans. Consult with the local maintaining agency for their specifications or standards, if electrical connection is needed.

Subsection 714.14, (pg. 770-771); 12-26-24, **Control Center**; Revise subsection:

Furnish and install a service pole or poles of the design, type, size, and class, and at the locations shown on the Plans, for the electric connection use. Install the service pole(s) as specified in **714.08** and as shown on the Plans. Set the service pole(s) plumb.

Notify the power company, at least 30 days before connection, of the need to furnish power to operate the lighting system.

Unless otherwise specified, furnish and install all the control center equipment and electrical supply facilities. The electrical supply facilities shall include the necessary service conduit from the control cabinet to the proposed light poles designated on the Plans.

Construct a concrete slab for all proposed light control centers, unless the utility company wants to place the proposed light control center on a pole, of the dimensions and thickness indicated, around the service pole foundation. Construct the slab of Class A concrete meeting the requirements of **604**, and reinforce the slab, if specified, as shown on the Plans.

Construct a 6-foot chain-link fence and gate, if the utility company requests, of the size specified around the control center as shown on the Plans and as specified in **707.**

Subsection 714.14, (pg. 770); 12-29-25**; Control Center**; Revise 3rd paragraph:

Unless otherwise specified, furnish and install all the control center equipment and electrical supply facilities. The electrical supply facilities shall include the necessary service conduit from the control cabinet to the proposed light poles designated on the Plans. The control center main breaker and circuit breakers shall meet the safety requirement of the NEC.

Subsection 714.20.F, (pg. 774); 12-26-24, **Luminaires**; Revise Paragraph:

The Department will measure Luminaires of the size, type, and design specified by the unit, per each.

Subsection 714.21.E, & **F,** (pg. 777-778); 12-26-24, **Light Standards & Luminaires**; Revise Paragraphs:

E. Light Standards

The Department will pay for Light Standards of the type specified at the contract unit price per each, complete in place. Such payment is full compensation for furnishing and installing the complete light standards, including the standard, bracket arm or arms, associated hardware and wiring, grounding materials, excavation, backfilling materials, and backfilling. The Department will measure foundations for typical light standard (30 feet to 50 feet) and high mast towers separately.

F. Luminaires

The Department will pay for Luminaires of the size and type specified at the contract unit price per each, complete in place. Such payment is full compensation for furnishing and installing the complete luminaire, including the ballast(s) or driver(s), lamp(s), glare shields where required, and associated hardware and wiring.

Subsection 716.03.B, (pg. 790), 12-15-21; **Application; Revise No. 3 & Add No. 4:**

3. **Temporary Pavement Marking (Line).** When thermoplastic is used on the final pavement surface, the Contractor may use reflectorized paint for the center, edge, lane and barrier lines installed meeting **716.07** and **910** at the end of each day's work and then install the permanent pavement marking after the paving operation is completed. Short, unmarked sections are not allowed. The Department will not directly measure and pay for temporary markings for the final surface and will consider the costs thereof to be incidental to the item for the permanent thermoplastic pavement markings (line).

4. **Temporary Pavement Markings at Intersections**. When required, temporary pavement markings at intersections are to be installed with reflectorized paint meeting **716.07** and **910**. The Department will measure and pay as noted in **712.09** and **712.10,**

Subsection 716.07.A, (pg. 793), 12-15-21; **Application; Revise 11th Paragraph:**

When reflectorized paint is required for temporary or final marking, install the paint meeting **910.02** at the end of each day's work. Do not leave any short, unmarked sections.

Subsection 717.03, (pg. 799-800), 12-19-22; **Basis of Payment; Revise Subsection:**

The Department will pay for Mobilization on a lump sum basis.

The Department will make partial payments for Mobilization based on the amount bid for mobilization and the total original contract amount for all items of work. If the amount bid for the item of Mobilization exceeds 10% of the total amount bid for the Contract, the Department will pay that portion exceeding 10% on the last partial pay estimate. Payments will be made according to Table 717.03-1.

Table 717.03-1: Payment Schedule for Mobilization

Payment Estimate Number or Completion of Contract	Payment Amount whichever is least	Accumulated Payment whichever is least
Estimate # 1	25% Lump Sum Item or 2.5% Contract Price	25% Lump Sum Item or 2.5% Contract Price
5% of Contract (Excluding previous mobilization payments and stockpile payments per 109.09)	25% Lump Sum Item or 2.5% Contract Price	50% Lump Sum Item or 5.0% Contract Price
10% of Contract (Excluding previous mobilization payments and stockpile payments per 109.09)	25% Lump Sum Item or 2.5% Contract Price	75% Lump Sum Item or 7.5% Contract Price
50% of Contract (Including previous mobilization payments and stockpile payments per 109.09)	25% Lump Sum Item or 2.5% Contract Price	100% Lump Sum Item or 10.0% Contract Price
Last Partial Pay Estimate	Portion Exceeding 10%	Portion Exceeding 10%

If 50% or more of the total original contract amount is completed by the payment of Estimate #1, a payment of 75% of the price bid for Mobilization will be made on Estimate #1. The remainder of the price bid for Mobilization will be paid on the following estimate.

Subsection 722.06.E, (pg. 803), 12-19-22; **Interior Utility Services; Revise Subsection E:**

E. Telephone and Internet

Provide telephone service with voicemail and two incoming phone lines. Provide internet service with wifi and two data ports for wired connections.

Subsection 722.08.B, (pg. 804), 12-29-25**; Equipment;** Revise No. 2:

2. One office ~~type~~ color print, copy~~ing~~ and scan machine that has networking capabilities. The machine shall have the capability of scanning, printing, and copying letter (8 ½" x 11"), legal (8 ½"x 14"), and ledger (11" x 17") sizes, and have an auto-feed feature.

Subsection 722.09, (pg. 805), 12-19-22; **Concrete Cylinder Storage; Revise 1st Paragraph:**

Provide a storage facility (shed/building) for temporary storage of concrete acceptance cylinders. The storage facility shall be of sufficient size and construction to protect the concrete cylinders from the elements and damage. Obtain the Engineer's approval of the storage facility location. Department personnel shall have access to the storage facility. Equip the storage facility with a concrete curing environment consisting of a box or water curing tank with a heating/circulating system of sufficient size to properly cure all acceptance cylinders before transferring for final storage and testing. Provide a temperature measuring device capable of recording the conditions inside the curing environment. The curing environment shall comply with AASHTO M 201, and proper curing of the cylinders shall be in accordance with AASHTO R 100. Temperature data for the curing environment shall be kept for the duration of the projects and made available to the Department upon request. The Department will not accept any concrete without the Engineers approval of the storage facility.

Subsection 730.28.C, (pg. 844), 12-29-25**; Portable Traffic Signals;** Revise 9th paragraph:

The trailer or cart, and all mounted components, shall conform to the wind loading requirements (120~~90~~ mph minimum) as described in the AASHTO LRFD~~Standard~~ Specifications for Structural Supports for Highway Signs, Luminaries, and Traffic Signals. The wind load calculations shall be completed by an independent third-party contractor and stamped by a U.S. Registered Professional Engineer. The trailer or cart shall be made of structural steel and shall include 4 leveling/stabilizer jacks capable of lifting the trailer or cart a minimum of 6 inches. The trailer or cart shall be equipped with a hydraulic or electric lift system sufficient for 1 person to be able to raise and lower the vertical upright and/or horizontal mast arm to and from the operating position. For Type 1 or 2 units, the trailer or cart shall be equipped to provide legal and safe transport on the public highway system at speeds up to 55 mph. All exterior metal surfaces, except signal heads and back plates, shall be powder-coat painted highway safety orange.

Subsection 730.34.A, (pg. 855), 12-29-25**; Type "A" Pedestal (Aluminum);** Revise 4th paragraph:

Furnish bases with four steel anchor bolts of sufficient size and length to securely anchor the base to the concrete footing. Weld the shaft to the cast metal base. Refer to the AASHTO LRFD~~Standard~~ Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.~~(current edition).~~

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

(Rev. 12-15-21) January 1, 2021
(Rev. 12-19-22)
(Rev. 1-30-23)
(Rev. 12-27-23)
(Rev. 8-26-24)
(Rev. 12-26-24)
(Rev. 11-4-25)
(Rev. 12-29-25)

Supplemental Specifications – 900SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

Subsection 901.01, (pg. 900), 12-19-22; **Hydraulic Cement;** Revise List, 2nd, and 3rd Paragraphs:

Portland Cement.....AASHTO M 85
Blended Hydraulic Cement..... AASHTO M 240

The maximum allowable equivalent alkalis for Portland Cement is 0.60 % when used in roadways with aggregates meeting the requirements of **903.24**.

Use Type I, Type IL, Type IP, or Type IS cement unless otherwise specified. Do not mix different types or sources of cement.

Subsections Listed, (pg. varied), 12-19-22; **Hydraulic Cement 901.01;** Revise Following Subsections:

204.06.B, (pg. 156), **Revise Materials List:**

304.02, (pg. 230), **Revise Materials List:**

306.02, (pg. 238), **Revise Materials List:**

309.02, (pg. 252), **Revise Materials List:**

312.05, (pg. 266), **Revise 1st Paragraph first sentence:**

313.02, (pg. 270), **Revise Materials List:**

616.03, (pg. 635), **Revise Materials List:**

619.02, (pg. 650), **Revise Materials List:**

619.03, (pg. 651), **Revise Table 619.03-1:**

619.13, (pg. 657), **Revise 1st Paragraph first sentence:**

622.02, (pg. 664), **Revise Materials List:**

Subsection 903.01, (pg. 903), 12-26-24**; Fine Aggregate for Concrete;** Revise Table 903.01-2:

Table 903.01-2: Gradation Requirements for Fine Aggregate

Sieve Size	Total Percent Passing by Weight
3/8 inch	100
No. 4	95-100
No. 16	50-90
No. 50	5-35
No. 100	0-20
No. 200 (1)	0-3

(1) If the fine aggregate is manufactured from crushed stone and if material finer than the No. 200 sieve consists of the dust of fracture, essentially free from clay or shale, this limit may be increased to 7%.

Subsection 903.03, (pg. 904-905), 12-19-22; **Coarse Aggregate for Concrete;** Revise 2nd,4th,5th,6th and 7th Paragraphs:

Coarse aggregate for hydraulic cement concrete to be used in the finished riding surfaces of roadways shall meet requirements of 903.24 unless otherwise specified. Coarse aggregate for bridge decks (except decks that will be overlaid with HFST or Asphalt Pavements during the same construction season) and overlays on interstates and four or more lane highways shall meet **903.24** unless otherwise specified.

Coarse aggregate in Portland cement concrete pavements for finished riding surfaces of travel lanes including mainline pavements and ramps shall consist of Size No. 467. Ensure that either the Size No. 4 or Size No. 67 fractions meet **903.24**.

Coarse aggregate in two-lift composite pavements shall consist of Size No. 467 in the lower lift, graded as specified in **903.22,** the coarse aggregate for the lower lift does not have to meet the requirements of **903.24**. Coarse aggregate in the upper lift shall be Size No. 57 or 67 graded as specified in **903.22** and shall meet **903.24** riding surface requirements.

The coarse aggregates for travel lanes and bridge decks shall be crushed and consist of stone, slag, gravel, quartzite, gneiss, or combination thereof. The absorption of plus 4 material shall not exceed 5% on any individual aggregate. Do not use uncrushed gravel, pea gravel, or any other uncrushed particles. Crushed gravel, if used, shall consist of siliceous washed particles after processing, of which at least 70% by count of the material retained on the No. 4 sieve contains a minimum of two fractured faces. One face shall be fractured for the approximate average diameter or thickness of the particle.

Subsection 903.03, (pg. 904), 12-26-24**; Coarse Aggregate for Concrete;** Revise 2nd Paragraph:

Coarse aggregates for bridge decks, portland cement concrete pavements (including ramps), and overlays used for the finished riding surfaces shall meet requirements of **903.24**.

Subsection 903.03, (pg. 905), 12-29-25**; Coarse Aggregate for Concrete;** Revise Table 903.03-1:

Table 903.03-1: Coarse Aggregate Sizes

Application	Coarse Aggregate Size [1]
Structural concrete	No. 57
Self-Consolidating concrete	Maximum-No. 67
Prestressed concrete	No. 57 or 67
Precast concrete	Any size fraction
Concrete for Bridge Repair [2]	No. 57 or 67
Concrete curbing placed by machine-extrusion methods	No. 7, 57, 67, or 78
Cement treated permeable base	No. 57
Polymer modified concrete	Maximum No. 7

[1] Gradation shall conform to **903.22**.

[2] If proposing to use a coarse aggregate size not specified above submit a written request to Regional Materials and Tests explaining the necessity for the change.

Subsection 903.06.C, (pg. 914), 8-26-24; **Combined Aggregate Grading;** Revise Table 903.06-4:

Table 903.06-4: Hot Plant Mix Leveling CourseMixture Design Range of Gradations

Sieve Size	Total Percent Passing, by Weight					
	Grading BM	Grading BM2 [1]	Grading C	Grading CM	Grading CW	Grading CS
1-1/4 inch	--	100	--	--	--	--
1 inch	100	--	--	--	--	--
3/4 inch	85-100	81-93	100	100	100	--
3/8 inch	59-79	57-73	70-90	75-100	75-100	100
No. 4	42-61	40-56	39-66	--	--	89-94
No. 8	29-47	28-43	23-47	35-57	43-67	53-77
No. 30	13-27	13-25	10-27	18-35	23-47	23-42
No. 50	7-20	9-19	8-15	--	--	--
No. 100	4-10	6-10	4-8	4-10	4-10	9-18
No. 200	0-6.5	2.5-6.5	2.5-6.5	2.5-6.5	2.5-6.5	6-13.5

[1] When using natural sand as the fine aggregate, limit it to a maximum amount of 20% by weight of the mineral aggregate.

Subsection 903.11.C, (pg. 918-919), 11-4-25**; Grading D and TLD;** Revise No. 1:

1. **Grading D and TLD**. Use fine aggregate consisting of natural sand or sand manufactured from gravel, slag, or from crushed stone aggregate meeting the physical and chemical requirements specified in **903.24**. The use of carbonate rocks such as limestone and dolomite or other aggregates that tend to polish under traffic will not be permitted in the coarse aggregate and will be permitted only to the extent specified herein in the fine aggregate.

   When using limestone screenings or agricultural limestone, the maximum amount by weight of the mineral aggregate shall be 25% unless the material is shown to meet the same requirements for limestone as specified in Table 903.24-1 for Surface Mixtures. The combined aggregate blend shall consist of a minimum 75% polish-resistant material. When using natural sand as fine aggregate, limit it to a maximum amount of 25% by weight of the mineral aggregate. The Contractor may substitute a maximum of 5% mineral filler meeting the requirements of **903.16** for an equal quantity of the limestone fines. If the mixture does not comply with the design criteria, provide another source of aggregate.

   When using gravel as the coarse aggregate for a 411 Grading D mix, use a minimum of 20% by weight limestone screenings, agricultural limestone, or mineral filler.

   Recycled asphalt pavement (RAP) milled from Department or other State Highway Agency projects shall be assumed to contain 75% polish-resistant material.

   For State Routes with ADTs less than 15,000 vehicles/day, if using a minimum of 25% high silica gravel (>90% SiO2) as classified by the Department, then the total polish-resistant material in the aggregate blend may be reduced to a minimum of 50%. If the coarse aggregate is a blend of high silica gravel and limestone, the proceeding requirement to add 20% limestone screenings, agricultural limestone, or mineral filler to mixes using coarse gravel is waived.

Subsection 903.11.C.3, (pg. 920), 12-19-22; **Grading OGFC;** Remove 2nd Paragraph:

~~Recycled asphalt pavement (RAP) milled from Department or other State Highway Agency projects shall be assumed to contain 75% polish-resistant material.~~

Subsection 903.12.B, (pg. 921-922), 12-19-22; **Aggregate for Micro-Surface;** Revise 1st, 2nd Paragraphs, and Table 913.12-2:

The aggregate shall be crushed slag, crushed granite, or crushed stone (crushed stone as specified in **903.24**) meeting the gradation limits specified in Table 903.12-2 and the physical properties of ASTM D692, except the percent of fractured pieces shall be 100. The aggregate shall meet the quality requirements in **903.25**. The aggregate shall have a minimum sand equivalent, as determined in accordance with AASHTO T 176, of 65. Polish-resistant aggregates will not be required for leveling courses, provided they will be covered with riding surface mixtures. Provide a Type A laboratory as defined by **106.06** capable of verifying gradation at the location of stockpiled material.

If blending aggregates from more than one source, use automated proportioning and blending equipment which has individual bins for each aggregate source used to produce a uniform stockpile meeting the job mix formula gradation. Proportion and blending equipment shall be calibrated at the beginning of production. All aggregate sources shall be polish-resistant as specified in **903.24**.

Table 903.12-2: Gradation Limits for Aggregate for Micro-Surface Based on Wash Gradation

Sieve	Design Master Range (Total Percent Passing)	Mixture Control Tolerances
3/8 inch	100	
No. 4	70-98	±5.0
No. 8	45-70	±5.0
No. 16	28-50	±5.0
No. 30	19-34	±5.0
No. 50	12-25	±4.0
No. 100	7-18	±3.0
No. 200	4-15	±2.0

Subsection 903.24, (pg. 927), 12-26-24**; Aggregates for Riding Surfaces (Polish-Resistant Aggregates);** Revise Table 903.24-1:

Table 903.24-1: Quality Requirements for Type I, II, III, and IV Aggregate

Aggregate Property	Test Method	Type I (all roads)	Type II (all roads)	Type III (15,000 ADT max, excluding Interstates)	Type IV (5,000 ADT max)
Silica Dioxide Content, % min	ASTM C25	40%	30%	20%	10%
Calcium Carbonate Content, % max		32%	--	--	--
Acid Insoluble Residue, % min	ASTM D3042	50%	35%	25%	--
British Pendulum Number,[1][2] min	AASHTO T 278 AASHTO T 279	30	30	25	22

[1] After 9 hours of accelerated polishing using the British Wheel in accordance with AASHTO T 279

[2] British Pendulum Number only required for limestone aggregates.

903.25, (pg. 929), 11-4-25**; Aggregate Quality Requirements;** Revise Table 903.25-2:

Table 903.25-2: Coarse Aggregate Quality Requirements

Application	Sodium Sulfate Soundness Loss AASHTO T 104, %max	L A Abrasion AASHTO T 96, %max	Absorption AASHTO T 85, %max
Concrete (**903.03**)	9	40	5
Mineral Aggregate Base – Type A (**903.05**)	15	50	N/A
Mineral Aggregate Base – Type B (**903.05**)	20	50	N/A
Recycled Concrete Aggregate (**903.05**)	N/A	50	N/A
Hot Mix Asphalt Mix Base and Leveling Courses (**903.06**)	9	50	3.0 (1) (2)
Hot Mix Asphalt Surface Courses (**903.11**)	9	40	3.0 (1) (3)
Bituminous Seal Coat (**903.13**)	12	40	N/A
Double Bituminous Surface Treatment (**903.14**)	12	40	N/A
Aggregate Cement Base Course (**903.15**)	15	50	N/A
Underdrains (**903.17**)	12	50	N/A
Lightweight Concrete (**903.19**)	9	40	10
Machined Riprap (**709.02**)	12	N/A	N/A
Graded Solid Rock (**203.02**)	12	N/A	N/A
Solid Rock (**203.02**)	12	N/A	N/A
Masonry Stone (**921.07**)	12	N/A	N/A

(1) To be based on the properties of the combined coarse aggregate blend.

(2) For Grading BM-2 and CM only.

(3) Alternative designs may be submitted that meet the Balanced Mix Design requirements set forth in Departmental procedures for approval of asphalt mix designs.

Subsection 904.03 (pg. 931-934), 12-15-21; **Emulsified Asphalt;** Revise Table 904.03-1(c):

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

Practices	AASHTO Test Method	CRS-2P	RS-2	RS-1	CRS-1
Saybolt-Furol Viscosity @ 77 °F, seconds	T59	n/a	n/a	20-100	n/a
Saybolt-Furol Viscosity @ 122 °F, seconds	T59	100-400	75-400	n/a	20-100
Storage Stability Test, 24- h, %	T59	1 Max	1 Max	1 Max	1 Max
5-day Settlement, %	T59	n/a	n/a	n/a	n/a
Particle Charge	T59	Positive	n/a	n/a	Positive
Sieve Test, %	T59	0.1 Max	0.1 Max	0.1 Max	0.1 Max
Residue by	T59	Evaporation	Distillation	Distillation	Distillation
Residue, %	T59	65 Min	63 Min	55 Min	60 Min
Demulsibility, %	T59	40 Min	60 Min	60 Min	40 Min
Distillate, %	T59	n/a	n/a	n/a	n/a
Oil Test, %	T59	n/a	n/a	n/a	3.0 Max
Stone Coating	T59	n/a	n/a	n/a	n/a
Float Test, seconds	T50	n/a	n/a	n/a	n/a
Penetration	T49	75-175	100-200	100-200	100-250
Elastic Recovery, % [(1)]	T301	50 Min	n/a	n/a	n/a
Ductility @ 77 °F, cm	T51	40 Min	40 Min	40 Min	40 Min
Ductility @ 40 °F, cm	T51	n/a	n/a	n/a	n/a
R&B Softening Point, °F	T53	125 Min	n/a	n/a	n/a
Original G*/sind @ 82 °C	T315	n/a	n/a	n/a	n/a

[(1)] Straight-sided mold, 20-cm elongation, 5min hold, 25 °C

Subsection 904.03, (pg. 932-934), 12-29-25**; Emulsified Asphalts;** Revise Tables 904.03.-1(a), (b) and (c):

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

Practices	AASHTO Test Method	CAE-P	CSS-1	CSS-1H	SS-1H	CQS-1H
Saybolt-Furol Viscosity @ 77 °F, seconds[2]	T59	10-50 [3]	20-100	20-100	20-100	20-100
Saybolt-Furol Viscosity @ 122 °F, seconds	T59	n/a	n/a	n/a	n/a	n/a
Storage Stability Test, 24-h, %	T59	1 Max	1 Max	1 Max	1 Max	n/a
5-day Settlement, %	T59	n/a	n/a	n/a	n/a	n/a
Particle Charge	T59	Positive	Positive	Positive	n/a	Positive
Sieve Test, %	T59	0.1 Max	0.1 Max	0.1 Max	0.1 Max	0.1 Max
Residue by	T59	Distillation	Distillation	Distillation	Distillation	Distillation
Residue, %	T59	n/a	57 Min	57 Min	57 Min	62 Min
Demulsibility, %	T59	n/a	n/a	n/a	n/a	n/a
Distillate, %	T59	55 Max	n/a	n/a	n/a	n/a
Oil Test, %	T59	12 Max	n/a	n/a	n/a	n/a
Stone Coating	T59	n/a	n/a	n/a	n/a	n/a
Float Test, seconds	T50	n/a	n/a	n/a	n/a	n/a
Penetration	T49	300 Min	100-250	40-90	40-90	40-90
Elastic Recovery, % [1]	T301	n/a	n/a	n/a	n/a	n/a
Ductility @ 77 °F, cm	T51	40 Min	40 Min	40 Min	40 Min	40 Min
Ductility @ 40 °F, cm	T51	n/a	n/a	n/a	n/a	n/a
R&B Softening Point, °F	T53	n/a	n/a	n/a	n/a	n/a
Original G*/sind @ 82 °C	T315	n/a	n/a	n/a	n/a	n/a

[1] Straight-sided mold, 20-cm elongation, 5 min hold, 25 °C
[2] Alternatively, meet the Rotational Paddle Viscometer specifications in AASHTO M 140, M 208, or M 316
[3] Alternatively, meet the Rotational Paddle Viscometer specifications of 20-100 mPa·s

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

Practices	AASHTO Test Method	CQS-1HP	SS-1	AEP	CRS-2	~~AE3~~
Saybolt-Furol Viscosity @ 77 °F, seconds [3]	T59	20-100	20-100	10-50 [4]	n/a	~~n/a~~
Saybolt-Furol Viscosity @ 122 °F, seconds [3]	T59	n/a	n/a	n/a	100-400	~~50 Min~~
Storage Stability Test, 24- h, %	T59	n/a	1 Max	n/a	1 Max	~~n/a~~
5-day Settlement, %	T59	n/a	n/a	5 Max	n/a	~~5 Max~~
Particle Charge	T59	Positive	n/a	n/a	Positive	~~n/a~~
Sieve Test, %	T59	0.1 Max	0.1 Max	0.1 Max	0.1 Max	~~n/a~~
Residue by	T59	Distillation[1]	Distillation	Distillation	Distillation	~~Distillation~~
Residue, %	T59	62 Min	57 Min	n/a	65 Min	~~n/a~~
Demulsibility, %	T59	n/a	n/a	n/a	40 Min	~~n/a~~
Distillate, %	T59	n/a	n/a	55 Max	n/a	~~30 Max~~
Oil Test, %	T59	n/a	n/a	12.0 Max	3.0 Max	~~6.0 Max~~
Stone Coating	T59	n/a	n/a	n/a	n/a	~~90 Min~~
Float Test, seconds	T50	n/a	n/a	20 Min	n/a	~~200 Min~~
Penetration	T49	40-90	100-200	n/a	100-250	~~n/a~~
Elastic Recovery, % [2]	T301	n/a	n/a	n/a	n/a	~~n/a~~
Ductility @ 77 °F, cm	T51	70 Min	40 Min	n/a	40 Min	~~n/a~~
Ductility @ 40 °F, cm	T51	n/a	n/a	n/a	n/a	~~n/a~~
R&B Softening Point, °F	T53	135 Min	n/a	n/a	n/a	~~n/a~~
Original G*/sind @ 82 °C	T315	n/a	n/a	n/a	n/a	~~n/a~~

[1] Distill at 350 °F

[2] Straight-sided mold, 20-cm elongation, 5 min hold, 25 °C

[3] Alternatively, meet the Rotational Paddle Viscometer specifications in AASHTO M 140, M 208, or M 316

[4] Alternatively, meet the Rotational Paddle Viscometer specifications of 20-100 mPa·s

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

Practices	AASHTO Test Method	CRS-2P	RS-2	RS-1	CRS-1
Saybolt-Furol Viscosity @ 77 °F, seconds [2]	T59	n/a	n/a	20-100	n/a
Saybolt-Furol Viscosity @ 122 °F, seconds [2]	T59	100-400	75-400	n/a	20-100
Storage Stability Test, 24- h, %	T59	1 Max	1 Max	1 Max	1 Max
5-day Settlement, %	T59	n/a	n/a	n/a	n/a
Particle Charge	T59	Positive	n/a	n/a	Positive
Sieve Test, %	T59	0.1 Max	0.1 Max	0.1 Max	0.1 Max
Residue by	T59	Evaporation	Distillation	Distillation	Distillation
Residue, %	T59	65 Min	63 Min	55 Min	60 Min
Demulsibility, %	T59	40 Min	60 Min	60 Min	40 Min
Distillate, %	T59	n/a	n/a	n/a	n/a
Oil Test, %	T59	n/a	n/a	n/a	3.0 Max
Stone Coating	T59	n/a	n/a	n/a	n/a
Float Test, seconds	T50	n/a	n/a	n/a	n/a
Penetration	T49	75-175	100-200	100-200	100-250
Elastic Recovery, % [1]	T301	50 Min	n/a	n/a	n/a
Ductility @ 77 °F, cm	T51	40 Min	40 Min	40 Min	40 Min
Ductility @ 40 °F, cm	T51	n/a	n/a	n/a	n/a
R&B Softening Point, °F	T53	125 Min	n/a	n/a	n/a
Original G*/sind @ 82 °C	T315	n/a	n/a	n/a	n/a

[1] Straight-sided mold, 20-cm elongation, 5min hold, 25 °C
[2] Alternatively, meet the Rotational Paddle Viscometer specifications in AASHTO M 140, M 208, or M 316

Subsection 907.01, (pg. 943), 12-29-25**; Bar Reinforcement for Concrete Structures;** Revise 1st paragraph:

Unless otherwise specified, for all steel reinforcement for concrete, provide billet steel bars conforming to the requirements of ASTM A615, Grade 60. Provide reinforcing steel from the Department's Producer List. Use standard CRSI hook details unless otherwise shown on the Plans. ~~Provide~~For epoxy-coated reinforcing steel provide epoxy powder coating from~~that is listed on~~ the Department's QPL.

Subsection 907.02, (pg. 943), 12-29-25**; Dowel and Tie Bars;** Revise 1st paragraph:

Provide plain dowel bars conforming to ASTM A36, ~~A513~~ or A615. Use paint meeting the requirements of SSPC Paint Specification No. 15, Type 1 (red oxide paint) or SSPC Paint Specification No. 25. For ~~plastic~~ coated dowels, meet the coating requirements of AASHTO M 254. For epoxy coated dowels, meet the coating requirements of ASTM D3963 or ASTM A1078.

Subsection 908.04.A & C, (pg. 947-949), 12-26-24**; High Strength Bolts, Specifications;** Revise A No. 1 and C No. 1 a & b, and C No. 3.a:

A.1 Bolts. ASTM F3125, Grade A325 and Grade A490 – High Strength Bolts for Structural Joints.

C.1.a Perform proof load tests, in accordance with ASTM F606 Method 1, at the minimum frequency of testing specified in ASTM F3125 Grade A325 paragraph 9.2.4.

C.1.b Perform wedge tests on full size bolts, in accordance with ASTM F606 paragraph 3.5, at the minimum frequency of testing specified in ASTM F3125 Grade A325 paragraph 9.2.4.

C.3.a Except as modified herein, perform the rotational-capacity test in accordance with the requirements of ASTM F3125 Grade A325.

Subsection 908.09, (pg. 955), 12-27-23; **Bronze Bearing Plates, Plain;** Revise Subsection**:**

Provide plates conforming to ASTM B22, Alloy UNS No. C90500, C91100, or C86300, or ASTM B100, Alloy UNS No. C51000.

Subsection 908.12, (pg. 953), 12-29-25**; Elastomeric Bearing Pads;** Revise 1st Paragraph:

For use as bearings for bridge beams, provide elastomeric bearing pads conforming to Section 18 of the AASHTO LRFD Bridge Construction Specifications. Provide elastomeric bearing pads from the Department's Producer List.

Subsection 910.02.C.2.b., (pg. 969), 12-29-25**; Color;** Revise No. (2):

(2) Yellow: Color shall closely match ~~chip 33538 of~~ Federal Standard AMS-STD-595A Color~~Federal Standard~~ No. 33538~~595B~~.

Subsection 914.01, (pg. 977), 12-19-22; **Non-Reinforced Concrete Pipe;** Revise 2nd Paragraph:

Manufacture all non-reinforced concrete pipe to meet the Department's procedure for the Manufacture and Acceptance of Precast Concrete Products.

Subsection 914.08, (pg. 978), 12-29-25**; Precast, Concrete Box Sections;** Revise subsection:

For culverts, storm drains, and sewers, provide precast reinforced concrete box sections conforming to ASTM C1577. Manufacture all precast concrete box sections in accordance with the Departmental procedures. Provide precast concrete from the Department's Producer List.

Subsection 916.01, (pg. 982), 12-29-25**; General Requirements;** Revise 1st paragraph:

In constructing highway signs, use all new parts that conform to the requirements of these Specifications, the Plans, and the AASHTO LRFD~~Standard~~ Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals~~, latest edition~~. To request any departures from the materials and fabrication shown on the Plans or specified in the Specifications, submit details of such departures, and the reasons they are necessary, to the Engineer for approval. Do not make any such departures without the Engineer's prior written approval.

Subsection 916.06, (pg. 988), 12-15-21; **Reflective Sheeting;** Revise Subsection:

Provide reflective sheeting from the Department's QPL conforming to AASHTO M 268 and the supplementary requirements for fungus resistance of AASHTO M 268. The sheeting material shall have a precoated adhesive backing or a heat and pressure activated adhesive backing protected by a removable liner.

For all signs with a SILVER-WHITE and ORANGE background when used on temporary barricades and channelizing drums, provide reflective sheeting that meets or exceeds AASHTO M 268, Type B.

For all permanent panel signs with a SILVER-WHITE, YELLOW, RED, GREEN, BROWN, or BLUE background, provide reflective sheeting that meets or exceeds AASHTO M 268, Type D.

For overhead permanent signs attached to sign structures which overhang travel lanes and are not illuminated with sign lighting, provide reflective sheeting that meets AASHTO M 268, Type D.

For all other sign types, provide reflective sheeting that meets or exceeds AASHTO M 268, Type B.

For FLOURESCENT ORANGE background, provide reflective sheeting that meets or exceeds AASHTO M 268, Type B.

Subsection 916.06, (pg. 988), 12-27-23; **Retroreflective Sheeting;** Revise 2nd and Add 3rd Paragraph:

For all signs with a SILVER-WHITE and ORANGE background when used on temporary barricades, provide retroreflective sheeting that meets or exceeds AASHTO M 268, Type B.

For all sheeting with a SILVER-WHITE and FLUORESCENT ORANGE background when used on channelizing drums, provide retroreflective sheeting that meets or exceeds AASHTO M 268, Type B. The SILVER-WHITE material shall be of the same manufacturer as the FLUORESCENT ORANGE material.

Subsection 916.07, (pg. 988,989), 12-15-21; **Legends, Borders, and Accessories;** Revise Subsection:

Provide letters, numerals, symbols, borders, and route markers conforming to the MUTCD.

A. Type "A" Class I (Demountable)

Provide silver-white letters, numerals, symbols, borders, and route markers of a pre-coated pressure sensitive or a tack-free heat-activated adhesive reflective sheeting permanently adhered to the sign panel.

For all permanent panel signs, provide reflective sheeting that meets AASHTO M 268, Type D.

Mechanically apply the reflective sheeting to the properly prepared sign panel with the equipment and in a manner prescribed by the sheeting manufacturer. Letters, numerals, symbols, borders, and route markers shall be 0.032-inch-thick aluminum sheet of 3003 H14 Alloy or approved composite material. Properly degrease and etch aluminum, or treat with a light, tight, amorphous chromate type coating.

Supply each letter, numeral, symbol, and route marker with mounting holes, and secure to the sign surface with corrosion-resistant screws, bolts, or rivets.

B. Type "A" Class 2 Cut-Out (Direct Applied Reflective Sheeting Copy)

Provide silver-white cut-out letters, numerals, symbols, borders, and route markers of a pre-coated pressure sensitive or a tack-free heat-activated adhesive reflective sheeting.

For all permanent panel signs, provide reflective sheeting that meets AASHTO M 268, Type D.

For all other sign types, provide reflective sheeting that meets or exceeds AASHTO M 268, Type B.

Subsections Listed, (pg. varies), 12-19-22; **Replace Reflective with Retroreflective 916.06;** Revise Following Subsections:

916.05.H, (pg. 986), **Revise 2nd Paragraph:**

916.05.H.3, (pg. 986), **Revise 1st Paragraph:**

916.05.I, .1, .2, (pg. 987), **Revise Heading, 1st, 2nd Paragraphs:**

916.06, (pg. 988), **Revise Heading, 1st, 2nd, 3rd, 4th, 5th, 6th Paragraphs:**

916.07.A, (pg. 989), **Revise 1st and 2nd Paragraphs:**

916.07.B, (pg. 989), **Revise 1st, 2nd, 3rd Paragraphs:**

916.08, (pg. 989-999), **Revise 1st, 2nd, 3rd, 4th Paragraphs:**

919.04, (pg. 1012), **Revise Heading, 1st Paragraph, List:**

919.05.A, .B, (pg. 1012-1013), **Revise Heading, 1st Paragraphs:**

712.02, (pg. 732), **Revise Materials List:**

712.02.B, .G, (pg. 732-733), **Revise 1st Paragraphs:**

712.04, (pg. 734), **Revise 2nd Paragraph:**

712.04.H.2.a.(2), .2.e, (pg. 740-741), **Revise 1st Paragraphs:**

712.06.1, .2, (pg. 743), **Revise 1st Paragraphs:**

713.04.A, (pg. 749), **Revise 1st Paragraph:**

713.04.F, (pg. 753), **Revise 3rd, 4th, 5th Paragraphs:**

713.06.3, (pg. 754), **Revise 1st Paragraph:**

716.01, (pg. 784), **Revise 1st Paragraph:**

716.02, (pg. 784), **Revise Materials List:**

716.03.B.2.b, (pg. 789), **Revise 8th Paragraph:**

716.03.B.3, .4, (pg. 790), **Revise 1st Paragraph:**

716.04, (pg. 790-791), **Revise Heading, 7th Paragraph:**

716.05, (pg. 791-792), **Revise Heading, 1st Paragraph:**

716.06, (pg. 792), **Revise 2nd Paragraph:**

716.07.A, (pg. 795), **Revise 11th Paragraph:**

716.08, (pg. 797), **Revise Last Paragraph:**

716.08.G, (pg. 797), **Revise Heading:**

910.02.C.2.e, (pg. 969), **Revise Heading:**

Revise Index (pg. 1053 & 1056), **Revise:** Reflective Pavement Markers, Reflective Sheeting, & Snowplowable Reflective Pavement Markers.

Subsection 917.02, (pg. 992), 12-29-25**; Roadway Lighting Standards;** Revise 2nd paragraph:

Furnish standards of the design and dimensions shown on the Plans, and that conform with AASHTO LRFD~~Standard~~ Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. Include calculations for the design of each type of pole and bracket arm length with the shop drawings when submitted for approval.

Subsection 917.02.B, (pg. 993-995), 12-29-25**; Aluminum;** Revise No. 2 and No. 5:

2. General. Provide poles consisting of an aluminum shaft having a base attached to the lower end and complete with anchor bolts where required. Use materials conforming to the AASHTO LRFD~~Standard~~ Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals. Perform welding in accordance with AASHTO LRFD~~Standard~~ Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

5. Breakaway Device. Provide a breakaway device conforming to the breakaway characteristics as established by Section 12 of the AASHTO LRFD~~Standard~~ Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

To determine if an item meets the breakaway requirements of the AASHTO LRFD~~Standard~~ Specifications, follow testing and reporting procedures comparable to those given in NCHRP Report 153. Acceptance may be based on a single test if the test change in momentum and the analytically inferred changes in momentum over the speed range are less than 750 pound-seconds. If the first dynamic test change in momentum is between 750 and 1,100 pound- seconds, perform a second dynamic test unless assurance that the test results are representative of what would result from further dynamic tests can be demonstrated analytically and statically. The results of the second test must also meet the specification requirements. Furnish documentation of the breakaway characteristics to the Engineer prior to fabrication.

Subsection 917.02.D, (pg. 997), 12-29-25**; High Mast;** Revise No. 2 and 3.a:

2. General. Provide poles consisting of a steel shaft, handhole, anchor base, head frame, suspension cables, power cables, anchor bolts and foundation, and all equipment to complete the installation. Provide standards conforming to the AASHTO LRFD~~Standard~~ Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals.

3. Shaft…

a. Provide weathering steel shafts conforming to ASTM A595 Grade C; and miscellaneous plates, bars, and structural shapes conforming to ASTM A709 Grade 50 S. Fabricate and weld these poles in accordance with AWS ~~0~~D1.1

Subsection 918.01.A, (pg. 1002), 12-29-25**; Grass Seed, General;** Revise 1st Paragraph:

Provide seed meeting the requirements of the Tennessee Department of Agriculture Chapter 0080-05-06. ~~The Producer must be on the Department's Producer List.~~

Subsection 918.01.B & D, (pg. 1003, 1004), 1-30-23; **Grass Seed, Seed Groups;**
Revise Tables 918.01-1, 2, 3, & 6:

Table 918.01-1: Group A (February 1-July 1)

Kind of Seed	Quantity, Percent by Weight
Kentucky 31 Fescue	80
White Clover	15
Annual Rye Grass	5

Table 918.01-2: Group B (June 1-August 15)

Kind of Seed	Quantity, Percent by Weight
Kentucky 31 Fescue	75
White Clover	15
German Millet	10

Table 918.01-3: Group B1 (April 15 - August 15)

Kind of Seed	Quantity, Percent by Weight
Bermudagrass (hulled)	70
White Clover	30

Table 918.01-6: Temporary Seeding

Seed Group (Season)	Kind of Seed	Percent by Weight
Group D (January 1 – May 1)	Annual Rye Grass	33-1/3%
	White Clover	33-1/3%
	Spring Oats	33-1/3%
Group E (May 1 – July 15)	Sorghum-Sudan Crosses (1)	100%
	or	
	German Millet (2)	100%
Group F July 15 – January 1	Cereal Rye	66-2/3%
	Annual Rye Grass	33-1/3%

(1) Dekalb Sudan SX11, Lindsey 77F, TN Farmer's Co-op GHS-1 or GHS-2A.

(2) German Millet, GaHi-1

Subsection 918.01.D, (pg. 1004), 12-26-24**; Temporary Seed;** Revise Table 918.01-6:

Table 918.01-6: Temporary Seeding

Seed Group (Season)	Kind of Seed	Percent by Weight
Group D (January 1 – May 1)	Annual Rye Grass	33-1/3%
	White Clover	33-1/3%
	Spring Oats	33-1/3%
Group E (May 1 – July 15)	Sorghum-Sudan Crosses (1)	100%
	or	
	German Millet (2)	100%
Group F July 15 – January 1	Cereal Rye	66-2/3%
	Annual Rye Grass	33-1/3%

(1) Dekalb Sudan SX11, Lindsey 77F.

(2) German Millet, GaHi-1

Subsection 921.09, (pg. 1022), 12-19-22; **Grout; Revise Subsection:**

Submit grout mix designs to the Department's Materials and Tests. Grout designs shall use hydraulic cement meeting the requirements of **901.01** or an appropriate alternative from the Department's Qualified Products List. Use sand conforming to the requirements of **903.02**. Use water that has been approved by the Engineer.

When non-shrinking or non-shrinking fast-setting grout is specified, either formulate it by incorporating an admixture, or use a pre-mixed grout. Mix and use the grout in accordance with the manufacturer's recommendations. Grouts will be reviewed as follows:

B. Non-Structural Grout

Grout specified without a strength requirement will be non-structural and shall have its design submitted per Departmental procedures. Mix grout in small quantities as needed, and do not retemper or use grout after it has begun to set. Unless otherwise specified or directed, provide grout consisting of one part Portland cement and two parts sand by volume, mixed with sufficient water to form a grout of proper consistency.

C. Structural Grout

Grout specified with a strength requirement will be structural grout and shall have its design submitted per Departmental procedures.

S T A T E **OF** **T E N N E S S E E**
Rev: October 10, 2016 January 1, 2021

SPECIAL PROVISION

REGARDING

EMPLOYING AND CONTRACTING WITH ILLEGAL IMMIGRANTS

The State shall endeavor to do business only with those contractors and subcontractors that are in compliance with the Federal Immigration and Nationality Act. This policy shall apply to all State Contractors including subcontractors. This policy statement is issued to establish implementation guidance to procuring state agencies and contractors reflecting the requirements of *Tennessee Code Annotated* §12-3-309 regarding the employment of illegal immigrants in the performance of state contracts.

1. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the "Attestation form" provided by the Department, semi-annually during the period of this Contract.

2. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract.

3. The Contractor shall maintain records for its employees used in the performance of this Contract. Said records shall include a completed federal Department of Homeland Security Form I-9, *Employment Eligibility Verification*, for each employee and shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated* § 12-3-309 for acts or omissions occurring after January 1, 2007. This law requires the Chief Procurement Officer, Department of General Services, to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a

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.

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

September 10, 2020 January 1, 2021

SPECIAL PROVISION

REGARDING

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO

SURVEILLANCE SERVICES OR EQUIPMENT

Installation of telecommunication and video surveillance equipment, services or systems shall contain no components from providers as listed in Title 2 Code of Federal Regulations (CFR) Part 200.216.

The prohibition on certain telecommunication and video surveillance services or equipment regulation in Title 2 CFR 200.216 shall apply to this contract. Take all necessary and reasonable steps in accordance with Title 2 CFR 200.216 to ensure that no prohibited telecommunication and video surveillance services or equipment are included in any of the work in this contract. As defined in Title 2 CFR 200.471, the regulation provides clarity that the telecommunications and video surveillance costs associated with Title 2 CFR 200.216 are unallowable for services and equipment from the providers.

It is prohibited from installing equipment, services, or systems that use covered telecommunications equipment or services from providers described in section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA 2019).

As described in section 889 of the NDAA 2019, “covered telecommunications equipment or services” means:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term “covered foreign country” means the People’s Republic of China.

Any prohibited equipment installed must be removed and replaced at the contactor’s expense with acceptable equipment.

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

December 12, 2022 January 1, 2021
(Rev. 9-12-23)
(Rev. 11-21-23)
(Rev. 10-6-25)

SPECIAL PROVISION

REGARDING

BUILD AMERICA, BUY AMERICA ACT REQUIREMENTS

The Build America, Buy America Act (BABA) Public Law No. 117-58 SEC. 70914, requires that all of the iron, steel, manufactured products, and construction materials used are subject to Build America, Buy America requirements and are Produced in the United States.

Federal Highway Administration (FHWA) Code of Federal Regulations (CFR) Title 23 Part 635.410, Buy America Requirements.

Office of Management and Budget (OMB) Code of Federal Regulations (CFR) Title 2 Part 184, Buy America Preferences for Infrastructure Projects and revised 200.322.

A. Iron or steel products meeting CFR Title 23 Part 635.410 (b).

All manufacturing processes for iron or 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 or steel products, the bidder will have the option of (1) submitting a bid for furnishing domestic iron or steel products, or (2) submitting a bid for furnishing domestic iron or steel product and a bid for furnishing foreign iron or steel product. 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 or steel product and, (b) the total bid price using the bid price for furnishing foreign iron or steel product.

For the total bid based on furnishing foreign iron or steel products to be considered for award, the lowest total bid based on furnishing domestic iron or steel products must exceed the lowest total bid based on furnishing foreign iron or steel product 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 iron or steel products.

Iron or steel products are defined as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed from iron or 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. Provide a certification to the Engineer with each shipment of iron or steel products to the project site that the manufacturing processes for the iron or steel products occurred in the United States. No iron or steel products shall be placed until the contractor ensures the requirements of this provision are met.

The requirements do not prevent a minimal use of foreign materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500.00, whichever is greater. If iron or steel products not meeting the requirements of this provision is used, 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 iron or steel product, 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 iron or steel product that is permanently incorporated into the project that does not meet these requirements of this provision without prior written approval from the Department, up to and including removal and replacement.

B. Manufactured products used and permanently incorporated in the project are produced in the United States meeting CFR Title 23 Part 635.410 (c).

1) The following definitions apply to this subsection:

Component means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product.

Excluded materials means Section 70917(c) materials as defined in 2 CFR 184.3. (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives)

Iron or steel products means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

Manufactured products means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories

as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process that produces a manufactured product.

Predominantly of iron or steel or a combination of both means that the cost of the iron or steel content exceeds 50 percent of the total cost of all its components. The cost of iron or steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

Produced in the United States, in the case of manufactured products means:

a) For projects obligated on or after **October 1, 2025**, the product was manufactured in the United States; and,

b) For projects obligated on or after **October 1, 2026**, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

2) An article, material, or supply shall only be classified as an iron or steel product, a manufactured product, or other products as specified by law or in 2 CFR part 184. An iron or steel product must meet the requirements of subsection A. Except as otherwise provided in this subsection B, an article, material, or supply shall not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the above listed categories. The classification of an article, material, or supply as falling into one of the categories listed in this subsection B must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron or steel product or manufactured product will be incorporated.

a) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of subsection A. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

b) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of subsection A. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

3) In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, recipients shall determine the cost as follows:

a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph a) of this subsection, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

4) The provisions of this subsection B are separate and severable from one another and from the other provisions of this section. If any provision is stayed or determined to be invalid, the remaining provisions shall continue in effect.

Provide a certification to the Engineer with each delivery of a manufactured product to the project site that the manufactured product is produced in the United States. No manufactured products shall be placed until the Contractor ensures the requirements of this provision are met.

C. Construction materials include an article, material, or supply that is or consists of only one of the materials listed meeting CFR Title 2 Part 184.

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Fiber optic cable (including drop cable);
- Optical fiber;
- Lumber;
- Engineered wood; and
- Drywall.

Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

Construction materials incorporated into the project must meet one of the following construction material standards to be considered "**produced in the United States**".

1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Provide certifications to the Engineer for the construction materials that they meet the Build America Buy America Act requirements. All submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the project.

Provide a certification to the Engineer with each delivery of construction materials to the project site that the manufacturing processes for the construction material occurred in the United States. No construction materials shall be placed until the contractor ensures the requirements of this provision are met.

US Department of Transportation (DOT) Office of the Secretary Docket No.: DOT-OST-2022-0124: Waiver of Buy America Requirements for De Minimis Costs and Small Grants

The BABA's domestic preferences for iron and steel, manufactured products, and construction materials used in projects funded under DOT administered financial assistance programs will not apply under a single financial assistance award for the following situations:

1) The total value of the noncompliant products is no more than the lesser of $1,000,000 or 5% of total applicable costs for the project; where the "total value of the non-compliant products" does not include the value of those products subject to a separate Buy America waiver. "Total applicable project costs" are defined as the cost of materials (including the cost of any manufactured products) used in the project that are subject to a domestic preference requirement, including materials that are within the scope of an existing waiver and the de minimis cost portion of the waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313/ 23 CFR 635.410 (b)(4), or

2) The total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000 but this does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

The waiver does not apply to products that are the subject of two separate product-specific Buy America waivers from the Department:

1) For awards administered by FHWA that are subject to 23 U.S.C. 313, the waiver does not apply to electric vehicle chargers, as defined in the notice at 88 FR 10619.

2) For awards that are subject to 49 U.S.C. 5323(j), the waiver does not apply to mass-produced, unmodified non-ADA accessible vans and minivans with seating capacity for at least six adults not including the driver, as those terms are used in the notice at 87 FR 64534.

DOT Waiver of Buy America Requirements for De Minimis Costs requirements:

Provide certifications, documents, and calculations to the Engineer for all of the noncompliant products anticipated to be used in the project before being incorporated.

The contractor shall be responsible for all costs associated with products that are permanently incorporated into the project that does not meet these requirements of this provision without prior written approval from the Department, up to and including removal and replacement.

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

January 17, 2023 January 1, 2021

SPECIAL PROVISION

REGARDING

CERTIFIED PAYROLLS – LOCAL PROGRAMS

As specified by Minimum Wage Scales for Federal-Aid and State Funded Construction contract provisions and Special Provision 1273, submit certified payrolls for Contractor and subcontractor workforce to the Engineer weekly for each week in which any work is performed. Once Work begins, if in any week the Contractor or subcontractor does not perform Work, submit the following statement to the Engineer: "No work performed by (contractor name) for the week ending _____."

Assume all responsibility for ensuring all payrolls and all subcontractor payrolls are submitted and certified electronically for each week in which any contract work is performed. If all payrolls are not received in this timeframe, the progress payment shall be withheld until all necessary payrolls have been received.

There will be no direct payment for recording and reporting of this information. All cost associated with this provision shall be considered incidental.

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

(Rev. 2-8-21) January 1, 2021
(Rev. 12-9-24)
(Rev. 10-6-25)

SPECIAL PROVISION

REGARDING

WATER QUALITY AND STORM WATER PERMITS

Description

This work consists of the conditions that apply to all construction activities on the 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. Section 408 authorized under Section 14 of the Rivers and Harbors Act of 1899 (33 U.S.C.§408), and all implementing regulations, including without limitation regulations of the U.S. Army Corps of Engineers governing changes to USACE Civil Works projects; and
3. 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 (TDEC) governing NPDES permits in Chapters 400-40-05 and 400-40-10, and Aquatic Resource Alteration permits in Chapter 400-40-7; and
4. 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
5. 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
6. 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

Assume 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."

Obtain any additional permits required by the Contractor for off-site waste and/or borrow areas and associated off project work areas.

Sign the NPDES Notice of Intent (NOI) form after the contract has been awarded indicating acceptance of the stipulations contained in the permit. HQ Construction Division by email will send a NOI letter with instructions regarding the process of signing the NOI form. Follow the NOI form signing process within 10 calendar days after receiving the NOI letter or the Department may at its discretion cancel the award with the Contractor forfeiting the bid bond.

Implement 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.

Review of the permit provisions, including NPDES Permit provisions the site specific SWPPP, the contract plans, Standard Specifications and contract Special Provisions and find the permit requirements and erosion prevention and sediment control (EPSC) procedures to be reasonable, workable, and binding.

The Contractor shall not be released from the project site responsibilities under the NPDES permit provisions until the Notice of Termination (NOT) is submitted by TDOT, and receipt is acknowledged by TDEC. The NOT is a certification that the construction project is permanently stabilized, and 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, used on the project are deemed adequate to prevent erosion and sediment transport and no other potential sources of construction-related pollution are on the project.

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 **105.15** of the Standard Specifications, the tree plantings shall still be required to meet the requirements of **802** Standard Specifications**.**

NPDES Permit Required Action

Accompany the TDOT EPSC inspector or TDOT consultant on all EPSC inspections of the entire construction project including permitted locations and potentially impacted streams and 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 the construction project have been temporarily stabilized, the inspections only have to be conducted once per month until 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 Field Office and the TDEC Central Office before proceeding.

A representative who holds a current TDEC "*Fundamentals of Erosion Prevention and Sediment Control Level I"* certification shall accompany the TDOT EPSC inspector on all required EPSC inspections. The project supervisor(s) shall also hold a current TDEC "*Fundamentals of Erosion Prevention and Sediment Control Level I"* certification. Proof of required personnel training for the individual(s) shall be provided to the TDOT Field Office prior to beginning of construction.

The TDOT EPSC inspector shall document all deficiencies on the required current TDOT EPSC Inspection Report form. Sign the TDOT EPSC Inspection Report form and any supporting documentation indicating that there is agreement with the report, recommendations and repair schedule as stated in the documentation.

Make necessary maintenance and repairs relative to deficiencies in these permit conditions or requirements within 24 hours after an inspection identifies the maintenance or repair need, and/or as directed by the Department, unless conditions make a particular activity impracticable. Any such conditions that make immediate repairs impracticable shall be documented on the inspection report and provided to the TDOT Field Office and be accompanied by an expected repair schedule based on forecasted weather conditions.

Review the site specific SWPPP that will be made available prior to or at the pre-construction conference for any additional EPSC requirements. Sign and submit two copies of the SWPPP signature page provided by the Department in the site specific SWPPP. Submit for review and approval any changes/revisions to the SWPPP to prevent erosion and sediment transport at any time after contract execution. Rejection of any submittals by the Department does not relieve the 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. Comply with the new requirements within 30 days of the Department notification.

If at any time that sedimentation is occurring or has occurred in streams impacted by the project, immediately notify the TDOT Field Office to evaluate the EPSC measures employed. A determination of the cause for sedimentation will be made by the Department. 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, within 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 Noncompliance, Notice of Violation, Notice of Deficiency, or Order is issued by any State or Federal Agency on this project, any required corrective action and all fines will be the sole responsibility of the Contractor as outlined in **107.01** of the Standard Specifications.

Failure to comply or take immediate corrective actions required within 24 hours, unless documented conditions make a particular maintenance or repair activity impracticable immediately, shall be reason for the Department to suspend all other work on the Project, except EPSC and traffic control. The Department will apply 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 Department, 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 **108.09** of the Standard Specifications.

If the necessary corrections/adjustments are not done in a timely manner as required, the Department will implement the provisions of **209.07** and **109.08** of the Standard Specifications 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, as stated in **105.01** of the Standard Specifications**.**

Spill Prevention, Control, and Countermeasure

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

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

Comply with all aspects of the site specific SPCC Plan including but not limited to performing any required inspections as directed by the SPCC Plan as well as implementing material and spill management practices per the project's SWPPP. In the event, where a release containing a hazardous substance in an amount equal to, or in excess of a reportable quantity established under either 40 CFR 117 or 40 CFR 302 occurs during a 24-hour period, immediately notify the TDOT Field Office.

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

(Rev. 6-20-22) January 1, 2021
(Rev. 9-7-22)

SPECIAL PROVISION

REGARDING

EQUAL EMPLOYMENT OPPORTUNITY

Electronic Code of Federal Regulations (e-CFR):
23 CFR 230 Chapter 1 Subchapter C Appendix A to Subpart A

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 PR-1273 or 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, of $10,000 or more, 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 of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

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 race, color, religion, sex, sexual orientation, gender identity, national origin, age, 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 without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

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.

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.

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).

c) The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, 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 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.

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 race, color, religion, sex, sexual orientation, gender identity, 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 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 their race, color, religion, sex, sexual orientation, gender identity, national origin, age 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.

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, and

   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) The contractors will submit an annual report to the Tennessee Department of Transportation 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 PR 1391. If on-the-job training is being required by "Training Special Provision," the contractor will be required to furnish Form FHWA 1409.

d) The contractor and subcontractors will be required to complete other reports as instructed by the Engineer.

e) Current estimates may be withheld by the Engineer when reports are not received within the above specified time limits.

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

(Rev. 6-20-22) January 1, 2021
(Rev. 9-7-22)

SPECIAL PROVISION

REGARDING

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY

CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

Electronic Code of Federal Regulations (e-CFR):
41 CFR 60-4.3 Equal Opportunity Clauses

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.

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 and timetables) 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 though p of these specifications. The goals 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. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. 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 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.

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 7.b) 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 onsite 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.

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 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 race, color, religion, sex, sexual orientation, gender identity, national origin, age, 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 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).

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

(Rev. 6-20-22) January 1, 2021

SPECIAL PROVISION

REGARDING

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

Electronic Code of Federal Regulations (e-CFR):
41 CFR 60-4.2 -- Solicitations

1) The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

County	Goals for Female Participation in each Trade
All Counties	6.9

County	Goals for Minority Participation for each Trade
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

County	Goals for Minority Participation for each Trade
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). If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from Project to Project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3) The Contractor shall provide written notification to the Director of Office of Federal Contract Compliance Programs 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

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.

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

(Rev. 9-7-22)
(Rev. 5-1-25)

January 1, 2021

SPECIAL PROVISION
REGARDING
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
LOCAL GOVERNMENT

The Disadvantaged Business Enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. Accordingly, Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum appropriate 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 26 to ensure that DBEs have the opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the award of subcontracts.

The Contractor shall submit to the Local Programs and Community Investments Division (LPCID) copies of any subcontract agreements with DBEs upon execution. The Contractor shall identify all DBE subcontractors at the Preconstruction Conference and indicate the approximate date for each DBE subcontractor's appearance on the project. Before terminating a DBE subcontractor or any portion of its work, the Contractor must give notice in writing to the DBE subcontractor, with a copy to TDOT's Civil Rights Division Small Business Development Program (CRD-SBDP) of its intent to terminate DBE or any portion of its work including the reason for the request.

The Contractor shall provide notification to the Project Supervisor at least 24 hours prior to each DBE beginning work. The Project Inspector must complete a "Commercially Useful Function Checklist" to document the first date of work, work items, equipment, and forces of each DBE. The Contractor shall take full responsibility for the performance of a Commercially Useful Function (CUF) by all DBE subcontractors, manufacturers, and materials suppliers who work on or provide materials for the project.

The Contractor shall provide a monthly payment certification to the Local Government Liaison entitled "DBE Prompt Payment Form" (Form 8-29). This must be completed by the Prime Contractor to certify each month that payment has been made to the appropriate subcontractors and submitted monthly to LPCID. The DBE Prompt Payment Form shall be submitted monthly beginning no later than sixty (60) days after payment of the first estimate. Payments must abide by the conditions set in T.C.A. § 12-4-707.

Prior to receiving final payment, the Contractor shall provide to the Local Government Liaison (who shall forward to CRD-SBDP) certification of the dollars paid to each DBE firm, using "Certification Regarding Money Paid to Disadvantaged Business Enterprises (CC-3)", (Form 8-35). The certification shall be dated and signed by a responsible officer of the Contractor and by a responsible officer of the DBE. Falsification of this certification may result in the removal or suspension of DBE certification and or formal enforcement actions, including civil actions for false claims, suspension and debarment proceedings, or other administrative actions affecting bidder qualifications.

The Contractor and all subcontractors shall retain, for a period of not less than three (3) years after final acceptance of a project, copies of canceled checks or other documentation that substantiates payments to DBE firms. These records shall be available at reasonable times and places for inspection by authorized representatives of the Department and various Federal Agencies.

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 as the Department deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments:

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible.

The Title VI and nondiscrimination provisions of USDOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to *DBAconformance@dol.gov*. 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.

(4) 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 will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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” in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

* * * * *

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
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.

TENNESSEE DEPARTMENT OF TRANSPORTATION

2025 MINIMUM WAGE SCALES FOR FEDERAL AID HIGHWAY CONSTRUCTION

"General Decision Number: TN20260147 01/02/2026

Superseded General Decision Number: TN20250147

State: Tennessee

Construction Type: Highway

Counties: Tennessee Statewide.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026

SUTN2016-001 07/13/2016

	Rates	Fringes
BRICKLAYER	$ 14.26	
CARPENTER	$ 17.52	
CEMENT MASON/CONCRETE FINISHER	$ 15.55	
ELECTRICIAN	$ 24.08	
IRONWORKER		
Reinforcing	$ 16.29	
Structural	$ 16.89	
LABORER		
Common/Unskilled	$ 13.11	
Skilled		
Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer (less than 1 yd), Concrete Rubber, Edger, Fence Erector, Form Setter (steel), Guard Rail Erector, Mechanic's Tender (tire changer or oiler), Mortar Mixer, Nozzleman or Gun Operator (gunite), Pipelayer, Sign Erector	$ 15.27	

PAINTER (INCLUDES SANDBLASTER)...$ 26.36

POWER EQUIPMENT OPERATOR:

GROUP 1
Backhoe/Hydraulic Excavator (3/4 yd & over), Crane (less than 20 Tons), End Loader (3 yd & over), Motor Patrol (finish),Piledriver, Dragline.....$ 19.14

GROUP 1A
Drill Operator (Caisson)...$ 25.26
Farm Tractor Operator (Power Broom).....$ 13.50

GROUP 2
Backhoe/Hydraulic Excavator (less than 3/4 yd), Bulldozer or Push Dozer, End Loader (less than 3 yd), Motor Patrol (rough), Tractor (crawler/ utility), Truck Driver (Heavy Duty, Off Road) Scraper, Shovel, or Trenching Machine.....$ 17.08

GROUP 3
Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (self-propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine (horizontal).....$ 17.75

GROUP 4
Bobcat, Central Mining Plant, Concrete Pump, Concrete Saw, Curb Machine (automatic or manual), Dozer or Loader (stockpile), Drill (piling), Mulcher or Seeder, Rock Drill (truck mounted), Roller (asphalt), Roller (compaction self-propelled), Soil Stabilization Machine, Tractor (boom and hoist), Bituminous Distributor Machine, pump, Track Drill, Striping Machine....$ 16.48

```
      Heavy Duty Mechanic.........$ 20.33
      Light Duty Mechanic.........$ 19.53
      Sweeping Machine (Vacuum)
      Operator....................$ 15.56
     GROUP 5
      Crane (over 20 Tons).......$ 20.44

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

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

================================================================
```

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

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

==========

END OF GENERAL DECISION
"

PROPOSAL

TO THE CITY OF BARTLETT, TENNESSEE

By submitting this Proposal, the undersigned bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the *Standard Specifications for Road and Bridge Construction* (January 1, 2021) adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond; and thoroughly understands their stipulations, requirements, and provisions.

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

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

By submitting this Proposal, the parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

By submitting this Proposal, the undersigned bidder, if awarded the contract, agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

By submitting this Proposal, the undersigned bidder, if awarded the contract, shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax or provide confirmation from the Department of Revenue that the bidder is not required to register for the Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-12-106. This list is generated to identify entities ineligible to contract with the State of Tennessee or any political subdivision of the State per the Iran Divestment Act, T.C.A. §§ 12-12-101 – 113, and the current list may be found at the Tennessee Department of General Services, Central Procurement Office, website under the Public Information Library webpage at the following link: http://tn.gov/assets/entities/generalservices/cpo/attachments/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106._Iran_Divestment_Act-July.pdf.

THIS PROPOSAL SUBMITTED BY:

Bidder (1)

By: _____

Printed Name and Title

Address

City/State/Zip

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

Name/Title	Name/Title
Name/Title	Name/Title
Name/Title	Name/Title

Bidder (2)*

By: _____

Printed Name and Title

Address

City/State/Zip

Bidder (2) being a _____ (Type of business entity) composed of officers, partners, or owners as follows:

Name/Title	Name/Title
Name/Title	Name/Title
Name/Title	Name/Title

FLETCHER CREEK GREENWAY - PHASE 3

FEDERAL PROJECT NO. TAP/HIP-M-9419(11)

STATE PROJECT NO. 79LPLM-F3-578

PIN: 126787.00

BID DATE: April 30, 2026

ESTIMATED ROADWAY QUANTITIES						
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	NOTES
105-01	CONSTRUCTION STAKES, LINES AND GRADES	LS	1.00			
201-01	CLEARING AND GRUBBING	LS	1.00			
203-01	ROAD AND DRAINAGE EXCAVATION (UNCLASSIFIED)	C.Y.	125.00			
203-03	BORROW EXCAVATION (UNCLASSIFIED)	C.Y.	600.00			
203-04	PLACEMENT AND SPREADING OF TOPSOIL	C.Y.	150.00			
203-05	UNDERCUTTING	C.Y.	210.00			
203-06	WATER	M.G.	10.00			
209-05	SEDIMENT REMOVAL	C.Y.	20.00			5
209-08.03	TEMPORARY SILT FENCE (WITHOUT BACKING)	L.F.	2,000.00			5
303-01	MINERAL AGGREGATE TYPE A BASE, GRADING D	TON	430.00			
701-01.02	CONCRETE SIDEWALK (6")	S.F.	10,000.00			
701-02.03	CONCRETE CURB RAMPS	S.F.	1,400.00			
702-03	CONCRETE COMBINED CURB & GUTTER	C.Y.	8.00			
712-01	TRAFFIC CONTROL	LS	1.00			
712-04.01	FLEXIBLE DRUMS (CHANNELIZATION)	EACH	23.00			
712-06	SIGNS (CONSTRUCTION)	SF	160.00			
712-08.03	ARROW BOARD (TYPE C)	EACH	1.00			
716-02.03	PLASTIC PAVEMENT MARKINGS (CROSS WALK)	L.F.	350.00			4
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	L.F.	180.00			4
717-01	MOBILIZATION	LS	1.00			
730-03.21	INSTALL PULL BOX (TYPE B)	EACH	3.00			1
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	L.F.	150.00			
730-12.02	CONDUIT 2" DIAMETER (PVC)	L.F	105.00			2
730-24.08	FOUNDATION (MODIFY EXISTING SIGNAL POLE FOUNDATION)	EACH	3.00			
730-26.06	PEDESTRIAN PUSHBUTTON POST	EACH	4.00			
730-26.09	PEDESTRIAN PUSHBUTTON WITH 15" SIGN	EACH	8.00			3
730-26.12	PEDESTRIAN PUSHBUTTON HORIZONTAL EXTENSIONS	EACH	4.00			
801-03	WATER (SEEDING & SODDING)	M.G.	20.00			
802-01.10	TREES (QUERCUS PAGODA)(3" CAL. B&B)	EACH	6.00			
803-01	SODDING (NEW SOD)	S.Y.	1,700.00			
				TOTAL BID $		

Total Bid in Words:

FOOTNOTES	
1	ITEM TO INCLUDE ALL LABOR AND MATERIALS (REPAIR LANDSCAPING, REMOVE EXISTING PULL BOX, AND OTHER MISCELLANEOUS MATERIALS) TO COMPLETE PULL BOX INSTALLATION.
2	ITEM TO INCLUDE TONE WIRE IN ALL CONDUIT CONTAINING TRAFFIC SIGNAL WIRES AND FIBER. TONE WIRE TO BE YELLOW AWG #10.
3	PUSH BUTTONS TO BE AUDIBLE PEDESTRIAN SYSTEM (APS) STYLE BUTTONS.
4	AT THE SAME UNIT PRICE AS BID FOR THERMOPLASTIC.
5	SEE SUBSECTION 209.07 OF THE STANDARD SPECIFICATIONS FOR MAINTENANCE REPLACEMENT. ALL QUANTITIES ARE TO BE USED AS DIRECTED BY THE ENGINEER.

PROPOSAL CERTIFICATION

The undersigned, being first duly sworn, certifies on behalf of the bidder that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal or Contract. This is an official document that is required or authorized by law to be made under oath and is presented in an official proceeding. A person who makes a false statement in this certification is subject to the penalties of perjury.

The undersigned further certifies that said bidder is not under the control of any person, firm, partnership, or corporation, which has or exercises any control of any other person, firm, partnership, or corporation, which is submitting a bid on this Contract.

_____ Sworn to and subscribed before me

Bidder (1)

this _____ day of _____, _____

By: _____

_____

Printed Name and Title Notary Public

My commission expires _____

(Seal)

_____ Sworn to and subscribed before me

Bidder (2)

this _____ day of _____, _____

By: _____

_____

Printed Name and Title Notary Public

My commission expires _____

(Seal)

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

CITY OF BARTLETT, TENNESSEE

PROPOSAL BOND

CONTRACT NO. SB FY2026-03-015

Principal: _____
Print Name of Principal

Surety: _____
Print Name of Surety

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

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

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

Principal (1)	Surety (1)
By:	By:
	General Agent or Attorney-in-Fact
Print Name and Title	Date
Date	(Seal)

Principal (2)	Surety (2)
By:	By:
	General Agent or Attorney-in-Fact
Print Name and Title	Date
Date	(Seal)

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

CITY OF BARTLETT, TENNESSEE

PROPOSAL GUARANTEE

CONTRACT NO. SB FY2026-03-015

Bidder: _____

Print Name of Bidder

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

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

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

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

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

CITY OF BARTLETT, TENNESSEE

CONTRACT NO. SB FY2026-03-015

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

WITNESSETH

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

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

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

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

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

3. The Contractor agrees to furnish all materials, equipment, machinery, tools and labor and to perform the work required to complete the project in a thorough and

workmanlike manner, to the satisfaction of the appropriate official of the CITY OF BARTLETT.

4. The CITY OF BARTLETT agrees to pay to the Contractor such unit prices for the work actually done as are set out in the accompanying proposal, in the manner provided for in the TDOT Standard Specifications, Supplemental Specifications and applicable Special Provisions.

5. The Contractor shall, at all times, observe and comply with all applicable federal, state and local laws, ordinances and regulations and shall indemnify and hold harmless the CITY OF BARTLETT and all of its officers, agents and servants against any claim of liability or assessment of fines or penalties arising from or based upon the Contractor's and/or its employees' violations of any such law ordinance or regulation. The Contractor shall maintain documentation for all charges against the CITY OF BARTLETT under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the CITY OF BARTLETT, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.

6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less that $1 million dollars per occurrence and $300,000 per claimant, naming the CITY OF BARTLETT as an additional insured.

7. The Contractor shall indemnify and hold harmless the CITY OF BARTLETT and all of its officers, agents and employees from all suits, actions or claims of any character arising from the Contractor's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark or copyright, or claims for Workers' Compensation. If any such suit, action or claim is filed, the CITY OF BARTLETT may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF BARTLETT to protect the CITY OF BARTLETT from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

8. Upon execution of this Contract, the Contractor shall be prepared to begin the work to be performed under the Contract, but will not proceed until it has received official "Notice to Proceed". This official notice will stipulate the date upon which it is expected that the Contractor will begin his work, and from which date the working days tabulated against its time limit will begin. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will date from the official notice.

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

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

CITY OF BARTLETT, TENNESSEE

This Contract is accepted this _____ day of _____, _____

and is effective on the _____ day of _____, _____

_____
[CITY/COUNTY Official]

Approved:

_____
CITY OF BARTLETT Attorney

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

CONTRACT PAYMENT AND PERFORMANCE BOND

Note: to be filled out post-award

CONTRACT NO. SB FY2026-03-015

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

_____ ($_____).

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

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

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

_____

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

Performance Bond. To the CITY OF BARTLETT in the full contract amount of _____

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

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

In witness whereof we have signed this instrument as dated.

Principal/Contractor 1:

By: _____ Date: _____

_____
Printed Name and Title

(For Joint Venture) Principal/Contractor 2:

By: _____ Date: _____

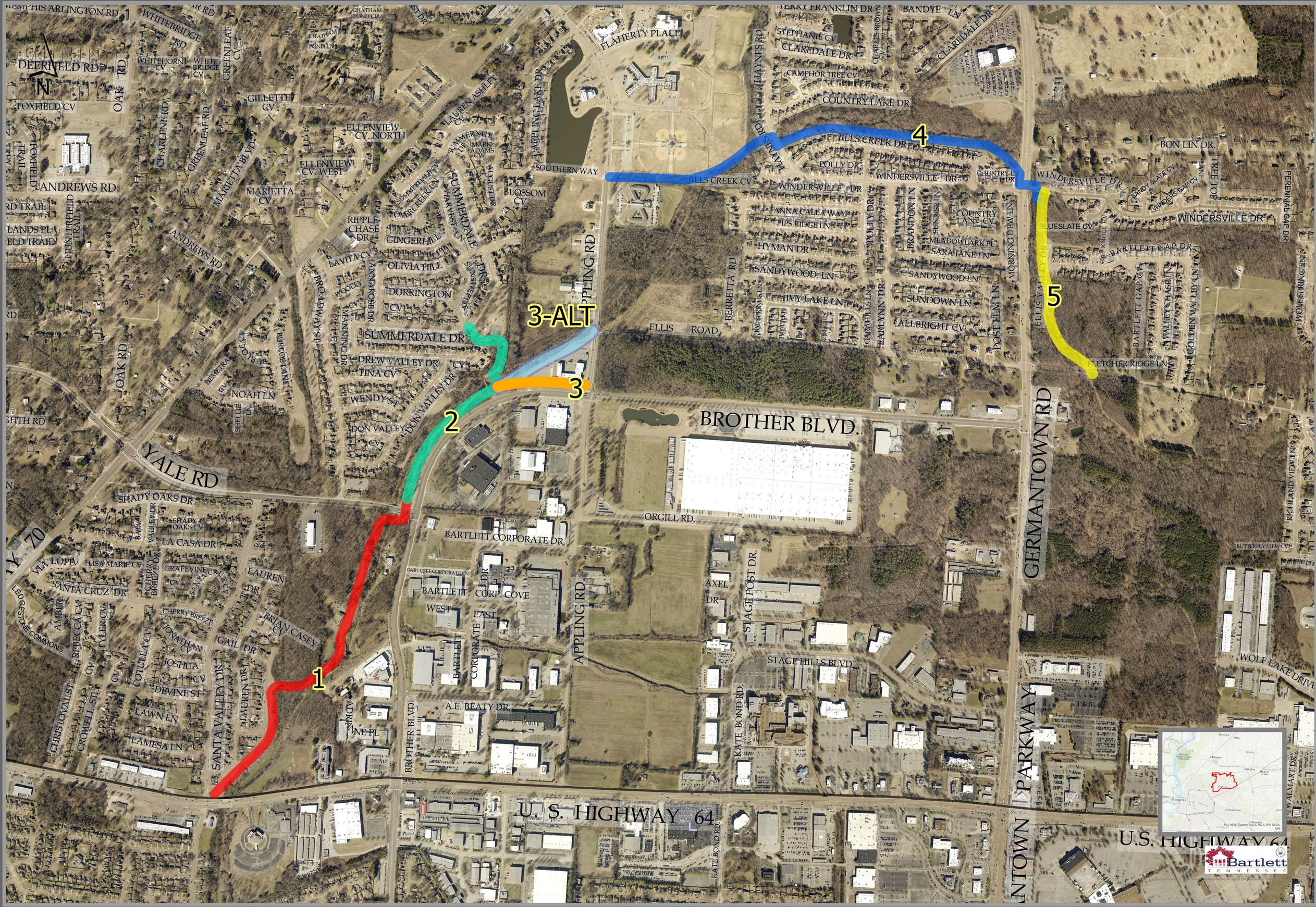
_____
Printed Name and Title

Surety 1:	**Surety 2:**
By:	By:
Attorney-in-Fact	Attorney-in-Fact
Printed Name	Printed Name
Agency Name	Agency Name
Street Address	Street Address
City/State/Zip	City/State/Zip

(Seal) (Seal)

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

For Surety 1:	**For Surety 2:**
Name	Name
Address	Address
City	City
State/Zip	State/Zip
Phone Number	Phone Number
Fax Number	Fax Number


3-ALT
2
3
4
5
1
BROTHER BLVD.
U. S. HIGHWAY 64
U.S. HIGHWAY 64
YALE RD
ORGILL RD.
ELLIS ROAD
SUMMERDALE DR
WINDERSVILLE DR
JILLS CREEK DR
BARTLETT CORPORATE DR.
APPLING RD.
GERMANTOWN PARKWAY
STAGE HILLS BLVD
A.E. BEATY DR.
BARTLETT CORP. COVE
BARTLETT WEST
BARTLETT EAST
DEERFIELD RD
ANDREWS RD
SOUTHERN WAY
FLAHERTY PLACE
COUNTRY LAKE DR
CLAREDALE DR
BON LIN DR.
BARTLETT GAP DR
FLETCHER RIDGE LN
WOLF LAKE DRIVE
1 INCH = 300 FT
FLETCHER CREEK GREENWAY- PHASE 1-5

Board of Mayor and Aldermen
July 28, 2026

Item Memo

Consent Summary:
This Mixed Use Development Contract is for Union Depot 1st Addition Phase 1 proposed at the NE corner of US Highway 70 & US Highway 64. This Phase 1 includes the creation of Right of Way (ROW) for the extension of Union Depot Drive, but there will be NO subdivision of lots in this Phase 1. (See Attached Plan Phase 1.) Subdivision of future lots will take place in future phases. (See attached Plan for Future Potential Phases) Union Depot Drive and the necessary road infrastructure will be constructed in this Phase 1. Also; as a part of this Phase 1 will include a new Traffic Signal at US Highway 64/Van Der Veer Drive, and a modification to the existing Traffic Signal at US Highway 70/Union Depot Drive. Fees Paid to the City Total $64,304.76 with a bond of $403,919.87.

Formal Body:

Attachments:
UNION DEPOT 1st ADD PHASE 1 MIXED USE DEVELOPMENT CONTRACT FOR 7-28-26 BOMA, Union Depot 1st Addition Phase 1 Plan, 2026.07.22 OVERALL SITE LAYOUT

MIXED USE DEVELOPMENT CONTRACT
UNION DEPOT 1st ADDITION PHASE 1

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and **BLUE SKY COMMUNITIES, INC,** hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved a mixed use development plat entitled: **UNION DEPOT 1st ADDITION PHASE 1** dated **JUNE 1 2026**, developed by the DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and established certain conditions for approval of the Final Plat of said Mixed Use Development in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Mixed Use Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; AND

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Subdivision Regulations and the Construction Plan, heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as variance from or modification to regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Mixed Use Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

GENERAL PROVISIONS

1. That the DEVELOPER shall, at its expense, provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).
2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER, along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That, in providing technical assistance, planning and review of this Mixed Use Development, the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the development.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said mixed use development, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks, which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said Mixed Use Development.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Mixed Use Development, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select Underground Distribution of the Memphis Light, Gas, and Water's application for Utility Services for the Mixed Use Development. Underground Distribution shall mean that all primary feeders to the Mixed Use Development and within the Mixed Use Development shall be underground to pad mounted transformers located at the side property line between the buildings. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

8. That, when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That, for non-residential development within the Mixed Use Development, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, any non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said subdivision (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

11. That, if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY PLANNING COMMISSION.

12. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

13. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

14. That the DEVELOPER will not transfer the property on which this Mixed Use Development is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this Mixed Use Development in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

15. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

17. That, should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees and costs and expenses.

18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the Mixed Use Development, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this contract as if specifically set out. Said plans and development plat shall

bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER, along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

PUBLIC STREET PAVING/TRAFFIC CONTROL SIGNS

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 1.5 inch asphalt course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Public Street Paving Requirements, Page 10 of 23)

2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the Mixed Use Development and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations. Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 23" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

STREET NAME SIGNS: 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

TRAFFIC POST: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 2-3" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the Mixed Use Development to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for

completing the construction and installation of any or all improvements which have not been assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That, if it is not necessary to change an existing road grade and alignment, the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5.That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said development. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL PUBLIC STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum

equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. The final surface (1.5") will be bonded until 100% of the units in the Mixed Use and Multi-Family phases are built but no longer than 3 years

from acceptance of the of the final surface. The DEVELOPER will be responsible for all road repairs on Union Depot Drive until all units are built upon in the Mixed Use and Multi-Family phases are built but no longer than 3 years from acceptance of the of the final surface.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said development from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said development.

2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said development.

2. Developer will pay a water connection fee of $3,000.00 per Service Tap.

VI

SEWER SERVICE

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said development, and sewer laterals to the front on each lot within the said development. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said development.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge. This charge will be the greater of the following fees: $2,333 per acres or $33 per front footage. Such fee shall be paid prior to approval of the Final Plat of said development by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of $10 per lot or $25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of $25 per contract.

VIII

JEOPARDY OF BUILDING PERMITS

That, should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the development until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said development. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.

2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other

securities covering said development, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the development in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said development. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said development, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI

TITLE TO WATER AND SEWER LINES

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the development, and also title to the water main and sewer mains and accessories (sewer lift station) within the development when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the development shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the development after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the development and discharge all waters reasonably expected to flow from the development so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the development. Further, that the adequacy of the drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said development prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the development. Said plan shall be compatible with the overall drainage plan for the development and shall comply with the CITY Subdivision Regulations and Ordinance 80-13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the development be approved by the CITY PLANNING COMMISSION.

4. It is understood and agreed that the CITY OF BARTLETT, in its proprietary function, does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channelized waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of public drainage improvements.

9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorney's fees for defense of same.

10. Detention basin property for Mixed Use Developments will remain the property of the development and its geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. Detention basin maintenance on the Mixed Use property will be the responsibility of the Mixed Use Property Owner.

12. In Mixed Use Developments, detention fees will be $500.00 per ½ acre if basins are not Constructed and $250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission. However; since Phase1 of Union Depot 1ST Addition is a Road Construction Phase, These fees are not applicable. Other Phases of Union Depot 1st Addition will be assessed detention fees where applicable.

13. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City

of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin

15. Those developments approved by the Planning Commission for detention basins to be constructed by the development and maintained by the development will not be assessed fees.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the development shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance.

The Bond required in these warranty periods is to be a minimum 50% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the

DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

1. The Developer of the Mixed Use Development will be installing private street lights that are located on private property.

XV

BONDING REQUIREMENTS

That, prior to proceeding with any site preparation, construction or installation of improvements, the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said Mixed Use Development in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 23 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the Mixed Use Development, including reasonable costs, litigation expenses and attorney's fees and expenses for defense of same.

SPECIAL CONDITIONS ASSOCIATED WITH THE MIXED USE DEVELOPMENT BOND:

1. A Full Cost (100%) bond will be calculated on work required in the existing right of way, or work that is necessary to protect the public interest, or are estimated amounts for future payment by the developer.
2. Additional on-site utilities that will later be publicly owned will incur a minimum bond at 25% of full cost value.
3. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms.

The following items (where applicable) will be bonded at 100%:

1. Erosion Control plan items.
2. Work in the existing public right of way, including traffic control and all traffic signalization.
3. Work necessary to attach to public water, sewer, or drain lines.
4. Estimated sidewalk and handicap ramp costs.
5. Estimated Public Street Final Asphalt Layer costs.
6. Estimated street light costs.
7. Estimated HOA set up costs of $100/lot to be released when the HOA is set up and annual meetings are occurring and transfer of assets has occurred.

SPECIAL CONDITIONS ASSOCIATED WITH THE MIXED USE DEVELOPMENT BOND (CONTINUED)

These remaining items will be bonded at 25%:

1. On-site Public water, sewer, or drain lines.
2. Base Asphalt and subgrade.

1. Prior to the contract being prepared, the developer shall provide the City with a written request to use the minimum bond in which he acknowledges that he is aware that Use and Occupancy will be held until all public infrastructure is inspected and complete to the City's satisfaction.
2. The minimum bond will be provided to the engineer's office prior to the preconstruction meeting along with the fees and the contract.
3. No Use or Occupancy Permit (Temporary or Final) will be issued by Code Enforcement until all Public infrastructure is constructed, tested, and accepted by the Engineering Department. Building permits can be obtained prior to the completion of public improvements, however no Occupancy Permit (Temporary or Final) will be issued by Code Enforcement until all Public infrastructure is constructed, tested, and accepted by the Engineering Department.

- This Union Depot 1st Addition Phase 1 development contract incorporates preliminary infrastructure for the future subdivision of this property.
- This development contract includes road construction and all drainage, sewer, and water infrastructure within said road.
- This development contract **does not** include any subdivision of property.
- Because of this, this current contract does not include any lot based fees or sewer and water connection fees.
- In the future, if the DEVELOPER desires to subdivide this property, at that time a subdivision contract(s) shall be brought to the Board and Mayor of Aldermen to pay for all associated lot fees as well as sewer and water connection fees.

XVII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR: UNION DEPOT 1st ADDITION, PHASE 1

I. Due at Execution of Contract and before Construction Begins:

1.	Water Plant Expansion @ 15% of Water Main Cost (Water Main Cost = $149,060.00)	**$22,359.00**
2.	a. Water System Engineering and Subdivision Review @) 6% of Water Main Cost	**$8,943.60**
3	Sewer Review Fee - $25 per 250 feet of sewer line extension (whichever is greater) sewer lines = Minimum charge of $25 per contract $25.00 implies $30.30	**$30.30**
4	City Inspection @ 3% of Full Development Cost Full Development Cost = $1,099,061.64	**$32,971.85**
	TOTAL DUE CITY	**$64,304.76**

II. Due after date of Subdivision Contract and within 30 days after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)	**$81,784.55**
2. Street Light (Privately Owned)	**N/A**
TOTAL DUE II	**$81,784.55**

III. Upon Execution of Subdivision Contract and Before Construction Begins
(BOND) **$403,919.87**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

_____
CITY OF BARTLETT

_____
DEVELOPER

_____
TYPED OR PRINTED SIGNATURE

ATTEST:

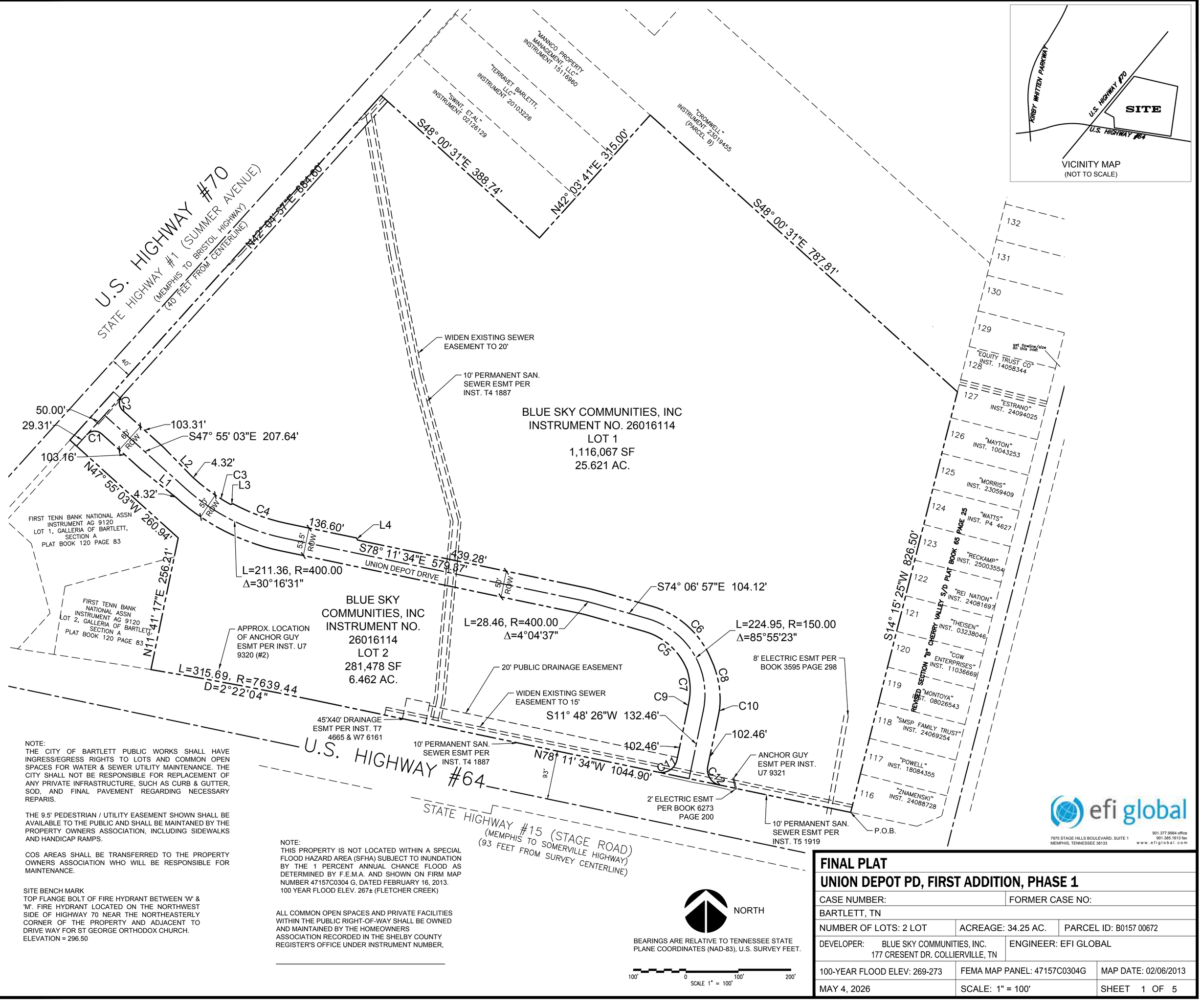
_____
CITY CLERK

_____
BONDING COMPANY

_____
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN_____



NOTE:
THE CITY OF BARTLETT PUBLIC WORKS SHALL HAVE INGRESS/EGRESS RIGHTS TO LOTS AND COMMON OPEN SPACES FOR WATER & SEWER UTILITY MAINTENANCE. THE CITY SHALL NOT BE RESPONSIBLE FOR REPLACEMENT OF ANY PRIVATE INFRASTRUCTURE, SUCH AS CURB & GUTTER, SOD, AND FINAL PAVEMENT REGARDING NECESSARY REPARIS.

THE 9.5' PEDESTRIAN / UTILITY EASEMENT SHOWN SHALL BE AVAILABLE TO THE PUBLIC AND SHALL BE MAINTANED BY THE PROPERTY OWNERS ASSOCIATION, INCLUDING SIDEWALKS AND HANDICAP RAMPS.

COS AREAS SHALL BE TRANSFERRED TO THE PROPERTY OWNERS ASSOCIATION WHO WILL BE RESPONSIBLE FOR MAINTENANCE.

SITE BENCH MARK
TOP FLANGE BOLT OF FIRE HYDRANT BETWEEN 'W' & 'M'. FIRE HYDRANT LOCATED ON THE NORTHWEST SIDE OF HIGHWAY 70 NEAR THE NORTHEASTERLY CORNER OF THE PROPERTY AND ADJACENT TO DRIVE WAY FOR ST GEORGE ORTHODOX CHURCH.
ELEVATION = 296.50

NOTE:
THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) SUBJECT TO INUNDATION BY THE 1 PERCENT ANNUAL CHANCE FLOOD AS DETERMINED BY F.E.M.A. AND SHOWN ON FIRM MAP NUMBER 47157C0304 G, DATED FEBRUARY 16, 2013.
100 YEAR FLOOD ELEV. 267± (FLETCHER CREEK)

ALL COMMON OPEN SPACES AND PRIVATE FACILITIES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION RECORDED IN THE SHELBY COUNTY REGISTER'S OFFICE UNDER INSTRUMENT NUMBER, _____

NORTH

BEARINGS ARE RELATIVE TO TENNESSEE STATE PLANE COORDINATES (NAD-83), U.S. SURVEY FEET.

100' 0 100' 200'
SCALE 1" = 100'

efi global
7975 STAGE HILLS BOULEVARD, SUITE 1
MEMPHIS, TENNESSEE 38133
901.377.9984 office
901.385.1813 fax
www.efiglobal.com

FINAL PLAT
UNION DEPOT PD, FIRST ADDITION, PHASE 1

CASE NUMBER:	FORMER CASE NO:	
BARTLETT, TN		
NUMBER OF LOTS: 2 LOT	ACREAGE: 34.25 AC.	PARCEL ID: B0157 00672
DEVELOPER: BLUE SKY COMMUNITIES, INC. 177 CRESENT DR. COLLIERVILLE, TN	ENGINEER: EFI GLOBAL	
100-YEAR FLOOD ELEV: 269-273	FEMA MAP PANEL: 47157C0304G	MAP DATE: 02/06/2013
MAY 4, 2026	SCALE: 1" = 100'	SHEET 1 OF 5

N

60' 0 60' 120'

SCALE: 1"= 60'

"TERRAVET BARLETTT, LLC"
INSTRUMENT 20103226

"SWINT, ET AL"
INSTRUMENT 02126129

"CROMWELL"
INSTRUMENT 23019455
(PARCEL B)

U.S. HIGHWAY 70

BLDG H
27,923 S.F.

BLDG A
44,272 S.F.
73 GPM

BLDG G
35,605 S.F.

BLDG I
25,252 S.F.

BLDG J
35,605 S.F.

BLDG K
32,402 S.F.

COMMERCIAL LOT 5
4.61 ACRES

"EQUITY TRUST CO"
INST. 14058344

"ESTRANO"
INST. 24094025

"MAYTON"
INST. 10043253

"MORRIS"
INST. 23059409

"WATTS"
INST. P4 4627

"RECKAMP"
INST. 25003554

"REI NATION"
INST. 24081697

"THEISEN"
INST. 03238046

"CGW
ENTERPRISES"
INST. 11036669

"MONTOYA"
INST. 08026543

"SMSP FAMILY TRUST"
INST. 24069254

"POWELL"
INST. 18084355

"ZNAMENSKI"
INST. 24088728

BLDG B
45,794 S.F.
119 GPM

BDLG C
42,451 S.F.
72 GPM

BLDG F
26,465 S.F.

COMMERCIAL LOT 4
2.43 ACRES

UNION DEPOT DR. EXT.

FIRST TENN BANK NATIONAL ASSN
INSTRUMENT AG 9120
LOT 1, GALLERIA OF BARTLETT, SECTION A
PLAT BOOK 120 PAGE 83

BDLG D
45,455 S.F.
75 GPM

COMMERCIAL LOT 1
1.88 ACRES

COMMERCIAL LOT 2
1.40 ACRES

COMMERCIAL LOT 3
1.79 ACRES

FIRST TENN BANK
NATIONAL ASSN
INSTRUMENT AG 9120
LOT 2, GALLERIA OF
BARTLETT, SECTION A
PLAT BOOK 120 PAGE 83

BLDG E
50,070 S.F.
85 GPM

U.S. HIGHWAY 64

OVERALL SITE LAYOUT

PROJECT LOCATION:
BARTLETT
SHELBY COUNTY
TENNESSEE

PROJECT NAME:
UNION DEPOT
FIRST ADDITION

REVISIONS:

PLOT DATE: 7/22/2026

DRAWN BY: KBH

SHEET NUMBER:

PROJECT NUMBER:

Board of Mayor and Aldermen
July 28, 2026

Item Memo

Consent Summary:
This Residential Minimum Bond Development Contract is for Walker Farms Phase 5 Private Development (PD), proposed due west of the existing Walker Farms Phase 1. The proposed Phase 5 includes 37 residential lots. (See Attached Walker Farms Phase 5 Plan). Subdivision of future lots will take place in future phases. (See attached Walker Farms Phase Plan). Fees paid to the City total $41,995.00 with a minimum bond of $222,159.35.

Formal Body:

Attachments:
WALKER FARMS PHASE 5 RESIDENTIAL MINIMUM BOND, Walker Farms PD Ph. 5 Plan, Walker Farms Phase Plan

RESIDENTIAL SUBDIVISION CONTRACT
WALKER FARMS PHASE 5 FOR MINIMUM BOND

THIS AGREEMENT, made and executed this _____ day of _____, _____ between the CITY OF BARTLETT, SHELBY COUNTY , TENNESSEE, hereinafter referred to as the CITY and BLUE SKY COMMUNITIES, INC., hereinafter referred to as the DEVELOPER.

W I T N E S S E T H :

WHEREAS, the CITY PLANNING COMMISSION has approved a subdivision plat entitled: WALKER FARMS PHASE 5 dated June 1, 2026 , made by the DEVELOPER; and

WHEREAS, the CITY PLANNING COMMISSION has approved the Construction Plan and established certain conditions for approval of the Final Plat of said subdivision in accordance with Section 13-4-301, Tennessee Code Annotated, and the City Subdivision Regulations, one of which is the approval of this Development Contract by the CITY BOARD OF MAYOR AND ALDERMEN; AND

WHEREAS, the CITY and the DEVELOPER by the terms of this contract desire to specify those detailed costs, division of responsibilities and maintenance and other conditions in addition to the Subdivision Regulations and the Construction Plan, heretofore approved, according to Law by the CITY PLANNING COMMISSION, said additional terms not to be considered as a variance from or modification to regulations, plans or plat, as approved on the date of execution; and

WHEREAS, this Subdivision Development Contract is entered into by the CITY at the instance of the DEVELOPER upon the understanding that the DEVELOPER shall remain fully responsible for specific compliance with the requirements of the Subdivision Regulations, the Technical Specifications of the CITY, and the Construction Plan, duly prepared by the CITY PLANNING COMMISSION subject to review and recommendation of the CITY ENGINEER, and

NOW, THEREFORE, in consideration of the promisee and mutual covenants of the parties herein contained, and other considerations herein recited, it is agreed and understood as follows:

GENERAL PROVISIONS

1. That the DEVELOPER shall at his expense provide all roads, drainage, storm drains, catch basins, rights-of-way, easements, open improvements and installations to be constructed as set forth herein and on the approved Construction Plans, including construction of all off-site improvements and drainage systems (pertaining to this development).

2. That the DEVELOPER shall pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and soil density and moisture content test, provided, however, that the DEVELOPER shall remain fully responsible for construction to the approved design and quality control, and that the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement.

3. That the CITY in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY PLANNER design, supervise, nor certify the adequacy, structural integrity, or capacity of improvements or installations within or without the limits of the development; neither is the CITY ENGINEER vested with any authority or responsibility for the design of any improvements or installations within or without the limits of the development; nor is the CITY ENGINEER required to determine the structural integrity, capacity, elevation, location, type or adequacy of any improvements or installations.

4. That in providing technical assistance, planning and review of subdivision development the CITY seeks to enforce its minimal governmental standards and does not relieve or accept any of the DEVELOPER'S liability and responsibility for proper design, construction and installation of improvements within or without the limits of the subdivision.

5. That subject to the warranty provisions herein, after completion of the improvements, subject to final inspection and written approval of the CITY ENGINEER, submission of as-built drawings, approval and recording of the Final Plat of said subdivision, and acceptance by the CITY of the dedication of public improvements and land, the CITY does thereafter accept responsibility for the maintenance of all public improvements excepting sidewalks which shall be maintained by the property owners. Such responsibility for maintenance of sidewalks shall be so noted on the Final Plat of said subdivision.

6. That all easements granted by the DEVELOPER, to be recorded on the Final Plat of said Subdivision, shall be specifically reserved for the use or uses noted on the approved Construction Plans.

7. The DEVELOPER is required to select URD of the Memphis Light, Gas, and Water's application for Utility Services for residential subdivision. Underground Residential Distribution (URD) shall mean that all primary feeders to the subdivision and within the subdivision shall be underground to pad mounted transformers located at the side property line between the houses. The secondary service shall also be underground. Any pad mounted switchgear, as required shall be located on the side property line.

8. That when mutually agreed by the CITY and the DEVELOPER that the CITY will design and/or install any of the required improvements, the DEVELOPER shall deposit in cash or by certified negotiable instrument the full cost of such improvements, based on current prices at the time of execution of a separate contract for such design and/or installation by the CITY prior to the date the DEVELOPER requests installation to commence. It is understood that the CITY will not order materials, schedule work, or expend any funds until the required funds are delivered to the CITY by the DEVELOPER.

9. That for non-residential development within the subdivision, all storm water drainage shall be collected on site and conveyed by drainage structures to the public storm sewer system. Further, non residential development having more than one-hundred and fifty thousand (150,000) square feet of improved area, building and parking, shall have all drainage structures designed by the slow release method. The design calculations for such structures shall be submitted to the CITY ENGINEER for approval prior to construction.

10. That the DEVELOPER shall haul all scrap building materials, debris, rubbish, and other de-gradable materials to a permitted landfill, and not bury any such materials within the limits of said subdivision (except if they are permitted to burn by Shelby County Health Department and the Bartlett Fire Department).

11. That if a bond has been executed to secure the value of the improvements to be constructed and installed under this contract and said bond, due to inflation and/or rising costs, is inadequate to secure the cost of said improvements when an extension of the contract period is sought, the DEVELOPER shall provide the additional security to bring the bond amount in line with current cost projections by the CITY ENGINEER and approved by the CITY PLANNING COMMISSION.

12. That the CITY and any of its agencies will not unreasonably withhold approval of time extensions where the DEVELOPER has provided the required notice to the CITY ENGINEER and such additional security as may be deemed necessary.

13. That the DEVELOPER understands that failure to follow this time extension procedure constitutes a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

14. That the DEVELOPER will not transfer the property on which this subdivision is to be located without first providing the CITY ENGINEER with prior notice of when and to whom transfer is to be made. If the transferee intends to develop this subdivision in accordance with the approved Construction Plans and Final Plat, if already approved and recorded pursuant to this contract, the DEVELOPER shall provide the CITY ENGINEER and the CITY ATTORNEY an Assumption Agreement by which the transferee agrees to perform and complete all the requirements of this contract and to provide the surety needed to secure such performance. Said agreement shall be subject to approval of the CITY BOARD OF MAYOR AND ALDERMEN.

15. That the DEVELOPER understands that transfer of said property without providing the notice of transfer and Assumption Agreement as required herein shall be a breach of contract and places the DEVELOPER in violation of the Subdivision Regulations and subject to a declaration of default.

16. That the DEVELOPER shall comply with all applicable Federal, State, and local laws, and it shall be the DEVELOPER'S responsibility to furnish proof of said compliance upon demand.

17. That should the DEVELOPER default in any part of this contract and it becomes necessary to engage an attorney to file necessary legal action to enforce the provisions of this contract or sue for any sums of money due and owing or liability arising incident to this contract, the DEVELOPER shall pay to the CITY reasonable attorney's fees.

18. That the Developer shall furnish, on demand of the CITY ATTORNEY, satisfactory evidence that the DEVELOPER has the lawful right to enter into this contract for the purpose herein contained.

II

FIXED IMPROVEMENTS

1. The construction of all required improvements by the DEVELOPER including but not limited to the curb and gutter, street sub-grade preparation, street base course construction, temporary surface course, storm drainage, sidewalks, water service, utility service, sewer service and other related items, shall be in accordance with the subdivision regulations and specifications of the CITY OF BARTLETT, which are incorporated by reference herein and said fixed improvements required approval and acceptance by the CITY OF BARTLETT. The drainage system shall be constructed with gasketed reinforced concrete pipe or concrete channel lined ditch and other drainage structures shown on the street plan and development plans for the subdivision, all of which drainage system must be specifically approved by the CITY ENGINEER and in compliance with the approved plans and CITY SPECIFICATIONS which are hereby made a part of this

contract as if specifically set out. Said plans and development plat shall bear the signature of approval by the CITY ENGINEER before construction may commence. The DEVELOPER will pay the expenses of engineering inspection by the CITY ENGINEER along with any laboratory testing expenses deemed necessary by the CITY ENGINEER and incurred for material testing and density tests, provided however, the DEVELOPER shall remain primarily responsible for construction to approve design and quality control and the CITY ENGINEER is vested with the right of periodic inspections, final approval and stop work order as a measure of secondary or subsequent enforcement. Further, for road construction, the DEVELOPER shall be responsible for

street subsurface preparation and the following requirements, in addition to the detailed specifications, shall apply:

PUBLIC STREET PAVING/TRAFFIC CONTROL SIGNS

All streets are to be constructed in conjunction with the requirements of the approved subdivision regulations.

1. Upon completion of the graveling and/or cementing process, an inspection will be made and if approved the first 1.5 inch asphalt binder course will be applied and the cost will be paid for by the DEVELOPER. The DEVELOPER will then maintain the streets until the final street paving is installed. (See Final Street Paving Requirements, Page 10 of 24)

2. That the DEVELOPER shall install, at their expense, permanent street name signs and traffic control signs. All traffic control signs shall be located as shown on the plan prepared by the City Engineer. All signs are to be in place before final acceptance of the subdivision and shall be fabricated in accordance with the following Standards and Specifications.

STOP SIGNS: 30" x 30" octagon shape, high intensity red tape, background with 3/4" white band around complete sign with 10" white letters. Sign post shall be set in ground minimum 48" bury, so there is 7' from bottom of sign to top of asphalt. All signs shall meet or exceed Manual of Uniform Traffic Control Devices and State Department of Transportation regulations.

YIELD SIGNS: 30" triangle shape, high intensity red tape background with 3/4" white band around complete sign and 13" white triangle in center with 3" red letters. Also, all signs needs to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations. Yield sign post shall be set in-ground, minimum 48" bury 7' from bottom of sign to top of asphalt.

SPEED LIMIT SIGNS: 24" x 30" white, high intensity tape background with 4" speed limit black letters and 10" black numbers with black 3/4" trim around complete sign 3/4" of an inch away from outside edge. Certified sign company will make to State Department of Transportation and Manual of Uniform Traffic Control Devices Standard regulations. Signpost shall be 6' from bottom of sign to top of asphalt.

STREET NAME SIGNS: 9" aluminum plates, covered completely with green reflective tape, with 6" letters. All coves and dead end streets should have yellow ends with 1" black letters saying dead end. Street name signs should be 9' from bottom of sign to top of asphalt. Sign post shall have minimum 3 foot bury. All signs need to meet or exceed Manual on Uniform Traffic Control Devices and State Department of Transportation regulations.

TRAFFIC POST: Green "U" Channel slotted post 12' long, standard thickness.

STREET NAME POST: 2.5" galvanized round post 12' long.

NOTE: When street name signs and traffic control signs are in same location, one post can be used with street name on top. Excessive post lengths are to be below grade or cut off; they are not to extend above the top of the sign.

3. That the DEVELOPER shall furnish all labor and materials to construct and install all sidewalks, handicap ramps, curb cuts and driveway aprons in accordance with the CITY'S Subdivision Regulations and Technical Specifications and the approved Construction Plan. The DEVELOPER may permit individual builders for lots within the subdivision to assume all or part of the responsibility for the construction and installation of sidewalks, handicap ramps, curb cuts and driveway aprons provided that the sales contract or other agreement between the DEVELOPER and individual builders shall specifically detail the builder's assumption of such responsibility and shall state that construction and installation of such improvements by the builder shall be a condition of the Building Permit issued by the CITY, in which case the DEVELOPER shall be relieved of the requirement of such construction and installation. In the event that the DEVELOPER fails to comply with this provision of the contract or if the builder has not assumed such responsibility, the DEVELOPER shall remain fully responsible for

completing the construction and installation of any or all improvements which have not been assumed by individual builders including any bonding or warranty requirements of the CITY.

4. That if it is not necessary to change an existing road grade and alignment the DEVELOPER shall only be required to construct drainage, curbs and gutters, grade, gravel, and place to the existing pavement. If the existing grade and alignment is changed, the DEVELOPER shall be required to grade, gravel and place the full width of said street or road.

5.That the DEVELOPER shall complete all grading within the street right-of-way before the public utilities are installed.

6. That the DEVELOPER shall design and construct all private streets and roadways authorized within the development to standards equal to or greater than required by the Subdivision Regulations and Technical Specifications of the CITY. (OPTION PROVISION WHERE APPLICABLE)

7. That easements for sanitary sewers, drainage and other required services may be located and utilized within private streets and shall be so noted on the Final Plat of said subdivision. (OPTIONAL PROVISION WHERE APPLICABLE).

III

FINAL STREET PAVING

The CITY OF BARTLETT shall furnish and install, on accepted and dedicated streets only, a final asphalt surface course in accordance with the CITY SPECIFICATION and Subdivision Regulations. The DEVELOPER, upon the direction of the CITY OF BARTLETT will adjust manholes and water valve boxes to meet finished surface course prior to application of surface course. The DEVELOPER shall pay to the CITY OF BARTLETT upon demand a sum

equal to 100% of the cost of the surface course, said cost to be determined by the CITY ENGINEER and paid by the DEVELOPER prior to installation. The final surface lift of asphalt may be installed prior to recording the Final Plat of the subdivision. In consideration of the CITY OF BARTLETT allowing the final asphalt surface to be installed prior to recording the Final Plat, the DEVELOPER agrees to provide a warranty on the surface lift of asphalt that extends until a time that is 12 months after 80% of the homes are completed, but does not exceed 3 years from the recordation of the Final Plat.

IV

WATER SERVICE

1. The DEVELOPER shall pay the full and actual cost of labor and materials required or the DEVELOPER may proceed as under Paragraph 2 of this Section to install all water mains, hydrants, valves, and appurtenances to serve all lots within said subdivision from the existing CITY water system and to install water service lines and appurtenances from the water main to the meter center at the front property line of each lot. Further, the DEVELOPER shall pay all engineering, testing and laboratory costs incident to the water service in and to said subdivision.

2. That the DEVELOPER shall have the option of privately contracting for the construction and installation of all or part of the sewerage system, water service system and with a qualified contractor licensed in the State of Tennessee, provided, however, DEVELOPER shall deliver to the CITY ATTORNEY proof of payments to the contractor and a waiver of all claims and liens against such improvements binding on said contractor or the DEVELOPER may file a notice of completion and once duly filed said filing sent to the CITY ATTORNEY.

V

WATER SERVICE EXPANSION FEE

1. That the DEVELOPER shall pay to the CITY a sum equal to 15% of the water construction cost, said sum to be applied by the CITY for expansion of water supply and treatment facilities and shall be in addition to payments to the CITY for installation of the water service system to and in said subdivision.

2. Developer will pay a water connection fee of $2,000.00 per lot.

VI

SEWER SERVICE

That the DEVELOPER shall pay to the CITY full and actual cost of labor and materials required or the DEVELOPER may proceed as under Section IV (2), herein, to install a State Board of Health approved sewerage system complete with necessary pumping stations, force main, sewer mains, and manholes, and appurtenances, within and without the limits of said subdivision, and sewer laterals to the front on each lot within the said subdivision. Further, the DEVELOPER shall pay the cost of engineering, inspection, testing, and laboratory costs incident to the sewer service in or to the said subdivision.

VII

SEWER CONNECTION CHARGE

That the DEVELOPER shall pay to the CITY, a sewer maintenance and connection charge of $2,000.00 for each lot in said subdivision. Such fee shall be paid prior to approval of the Final Plat of said subdivision by the CITY PLANNING COMMISSION.

Also, the Developer shall pay a sewer system review fee of $10 per lot or $25 per 250 feet of sewer line extension (whichever is greater). Minimum charge of $25 per contract.

VIII

JEOPARDY OF BUILDING PERMITS

That should the DEVELOPER fail to complete any part of the work in a GOOD AND WORKMANLIKE MANNER, as approved by the CITY ENGINEER or to comply with any provision of this contract, then the CITY shall reserve the right to withhold and withdraw any or all building permits, water service and sewer service within the subdivision until all provisions of this contract have been fulfilled by the DEVELOPER.

IX

SEDIMENT AND DEBRIS

1. The DEVELOPER will hold the CITY OF BARTLETT and the CITY ENGINEER harmless and defend all claims, judgments and demands of all persons for damage caused by the deposit of more sediment or debris from drainage flowing from said subdivision. Further, the DEVELOPER shall bear the expense of erosion and sediment control and dust abatement before, during and after construction during the warranty period.

2. That the DEVELOPER shall provide necessary erosion control in accordance with the CITY Subdivision Regulations and Technical Specifications. All freshly excavation and embankment areas, not covered with satisfactory vegetation, shall be fertilized, mulched and seeded and/or

sprigged and/or sodded as required by the CITY ENGINEER to prevent erosion. In event it is determined by the CITY ENGINEER that the necessary erosion control is not being provided by the DEVELOPER, the CITY ENGINEER shall officially notify the DEVELOPER of the problem. If the DEVELOPER fails to provide satisfactory erosion control within fifteen (15) days after notice, then the CITY shall make all necessary improvements to eliminate the erosion problem, documenting all expenses incurred performing the work. Prior to releasing any bonds or other securities covering said subdivision, all expenses incurred by the CITY shall be paid in full by the DEVELOPER.

3. That the DEVELOPER shall maintain work sites within and without the subdivision in a manner which will prevent increased sedimentation, debris and pollution from drainage flowing from said subdivision. In the event of a stop work order issued by the CITY ENGINEER, the DEVELOPER shall be permitted a reasonable time to continue work required to comply with this Section. Further, the DEVELOPER shall bear the expense of erosion, sediment, and insect vector control before, during and after construction, and until termination of the warranty period.

X

EASEMENTS

The DEVELOPER will be required to obtain and furnish all necessary easements to the CITY OF BARTLETT to serve said subdivision, said easements to be in form, type, size and character acceptable to the CITY OF BARTLETT.

XI

TITLE TO WATER AND SEWER LINES

The CITY OF BARTLETT shall be granted title to the water and sewer lines and accessories to serve the subdivision, and also title to the water main and sewer mains and accessories (sewer lift station) within the subdivision when said systems are connected onto the existing system of the CITY OF BARTLETT.

XII

DRAINAGE DESIGN RESPONSIBILITIES

1. That the DEVELOPER shall construct and install all storm water drainage channels, ditches, and structures. All drainage control fees shall be paid to the CITY and a retention and storage basin with sufficient hydraulic capacity to control all surface and ground water originating within and upstream of the subdivision shall be constructed as required by the City. Said drainage system shall be designed such that the amount and rate of water from all sources leaving the subdivision after full building development shall not be significantly different after than before said development unless approved by the CITY ENGINEER upon certification of a Professional Engineer registered in the State of Tennessee that the Drainage system design and improvements upon full development of upstream and downstream properties under existing zoning are sufficient to accept surface and ground water reasonably expected to flow onto the subdivision and discharge all waters reasonably expected to flow from the subdivision so as not to damage or flood properties nor to increase the established base flood elevation of the upstream or downstream portion of Flood Way within or without the subdivision. Further, that the adequacy of the

drainage shall in all cases be certified by the DEVELOPER'S engineer by his signature and seal affixed upon the Final Plat of said subdivision prior to the final approval by the CITY PLANNING COMMISSION and recording of said plat.

2. That the DEVELOPER shall provide to the CITY BUILDING DEPARTMENT and to each lot purchaser or builder a coordinated grading plan designed to insure proper drainage of all lots and building site within the subdivision. Said plan shall be compatible with the overall drainage plan for the subdivision and shall comply with the CITY Subdivision Regulations and Ordinance 80-13, which is included herewith by reference. Further, said plan shall contain a notation stating that compliance with the plan by individual lot owners and builders shall be a condition of the Building Permit issued by the CITY.

3. That in any development which alters or revises the Flood Plain or Flood Way shown on the Flood Hazard Boundary Map issued by the Federal Emergency Management Region Office, the DEVELOPER shall provide to the CITY FLOOD ADMINISTRATOR a Development Permit issued by the Federal Insurance Administration Regional Office accepting said alteration or revision of the Flood Plan or Flood Way. Further, until said Development Permit is provided the DEVELOPER shall not proceed with any work affecting the Flood Plain or Flood Way nor will the Final Plat of the subdivision be approved by the CITY PLANNING COMMISSION.

4. It is understood and agreed that the CITY OF BARTLETT in its proprietary function does not purport to specify the development layout nor the choice of available land uses; nor does the CITY OF BARTLETT design, construct, supervise nor certify the adequacy of the drainage improvements.

5. Neither is the CITY ENGINEER vested with any responsibility for the design of drainage

improvements nor is he required to determine drainage capacities, survey elevation, cross check adequacy nor specify the type and locations of drainage improvements; and in providing technical assistance, planning and review the CITY OF BARTLETT does not commit itself to the construction, improvements or modification of the drainage system within or without the development.

6. Rather it is the responsibility of the DEVELOPER to properly anticipate, survey, design and construct all drainage improvements so that the development will not increase, alter or affect the flow of surface waters or channellized waters from or onto any property so as to damage or flood any property nor contribute to the same.

7. In providing technical assistance, planning and review the CITY OF BARTLETT seeks to enforce its minimal governmental standards and does not relieve or accept any of the Developers liability and responsibility to properly design and construct the development.

8. Subject to the warranty provisions herein, after completion of the development and after final inspection and written construction approval, the CITY OF BARTLETT does thereafter accept responsibility for the maintenance of drainage improvements.

9. The DEVELOPER further agrees to hold harmless the CITY OF BARTLETT and the CITY ENGINEER from any loss or damage from any claim, cause of action or liability resulting in whole or part from the design, construction and/or installation of the development including reasonable costs, litigation expenses and attorneys fees for defense of same.

10. The detention basin property for residential developments will be deeded free and clear of all liens and indebtedness to the City of Bartlett at the time the development is finaled. Detention basin property for commercial developments will remain the property of the development and its

geometric shape and design may not change without approval of the Bartlett City Engineer and the Bartlett Planning Commission.

11. The residential developer has the duty to maintain the detention basin until the City accepts the basin. A fully stabilized basin will be required prior to acceptance. Detention basin maintenance on commercial property will be the responsibility of the commercial property's land owner.

12. There is a drainage fee of $250.00 per lot in residential subdivisions where detention is constructed and profiled on the property by the developer. If no detention basin is built, the drainage fee is $500.00 per lot.

13. In Commercial Developments detention fees will be $500.00 per ½ acre if basins are not Constructed and $250 per ½ acre when constructed. Basins will be constructed unless waived by the Planning Commission.

14. As long as the City of Bartlett holds security, be it bond, letter of credit or otherwise, the City of Bartlett reserves the right to use said security for completion or repair of the detention basin during the warranty period of the development served by said basin.

15. Those developments approved by the Planning Commission for detention basins to be constructed by the development and maintained by the development will not be assessed fees.

XIII

WARRANTY PROVISIONS

1. That neither the final certificate of payment nor any provision of this contract or its incorporated documents nor partial or entire occupancy of the subdivision shall constitute an approval or acceptance of any work not performed in accordance with the contract and its incorporated documents, nor relieve the DEVELOPER of liability with respect to any express warranty or responsibility for faulty materials or workmanship.

2. That the DEVELOPER shall remedy any defects in work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final written approval and acceptance unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Further, this Construction Warranty does not effect but is in addition to the rights and liabilities assessed herein unless a longer period is specified.

3. That throughout the warranty period beginning at final acceptance the DEVELOPER shall provide a bond or other surety securing such warranty for all improvements in a form, amount and with terms acceptable to the CITY BOARD OF MAYOR AND ALDERMEN. The warranty period is to extend to a minimum of one (1) year after the City's final acceptance. The DEVELOPER is responsible to maintain the streets in accordance with The Final Street Paving Requirements, Page 10 of 24. The Minimum Bond Contract required in this warranty periods is to be 100% of the total bond amount or an amount determined by the City Engineer to cover the final construction costs.

4. That the DEVELOPER shall complete all work in this contract within 365 consecutive calendar days from the date hereof; however, if due to unforeseen circumstances, the DEVELOPER is unable to complete said work within the times specified, but desires to complete said contract to the satisfaction of the CITY, the DEVELOPER will submit a written request for extension of the contract period to the CITY ENGINEER at least sixty (60) days prior to the expiration date for such completion, but in no case shall such date exceed one (1) calendar year from the completion date specified in any Performance Bond, provided said bond can be extended for the additional period.

XIV

STREET LIGHTS

1. The Developer of the subdivision is responsible for the cost of street light installation. Prior to release of bond, Memphis Light, Gas & Water will submit a final installed cost of street lights. The City will then bill the Developer for the actual cost incurred for street light installation. Once the Developer pays this fee the City can reduce the bond to reflect this deduction.

XV

BONDING REQUIREMENTS

That prior to proceeding with any site preparation, construction or installation of improvements the DEVELOPER shall deposit with the CITY all required fees and assessments and deliver a formal Offer of Irrevocable Dedication of public improvements and land for said subdivision in a form approved by the CITY BOARD OF MAYOR AND ALDERMEN. Further, prior to proceeding as stated herein, the DEVELOPER shall deliver to the CITY a Performance and Payment bond, Certificate of Deposit, Letter of Credit, or cash bond in the amount identified on Page 19 of said contract and with terms stated in the CITY PLANNING COMMISSION RESOLUTION dated July 8, 1967 and amended to September 5, 1989.

XVI

HOLD HARMLESS

That the DEVELOPER shall hold harmless the CITY and the CITY ENGINEER from any claim, cause of action or liability resulting in whole or in part from the design, construction or installation of the improvements within and without the limits of the subdivision, including reasonable costs, litigation expenses and attorney's fees for defense of same.

XVII

PARKLAND FEES

Developer will pay $700.00 per lot for a parkland development fee or dedicate acceptable property to the City of Bartlett or other public agency for parkland set aside as outlined in City of Bartlett Subdivision Ordinance as amended May 4, 1992 and August 12, 1997.

SPECIAL CONDITIONS:

1) MINIMUM BOND

The DEVELOPER has delivered written request for this subdivision to be constructed using the approved Minimum Bond Requirements that received final approval at the BOARD OF MAYOR AND ALDERMAN on July 28, 2020. In this case the DEVELOPER will not be eligible to record the plat until all Public Insfrastructure work is complete, this will allow work on the property without the city fully bonding that work as required in the previous section. A minimum bond has been set to cover contract requirements and bond only what is required in the right of way or work that is necessary to protect the public interest or are estimated amounts for future payment by the DEVELOPER. All fees will be paid prior to starting work on the project and a minimum bond will be set and that amount will be provided to the city in any of the previously allowed forms. Full requirements for bonded items are outlined in the amended Subdivision Ordinance.

2) FEE REDUCTION FOR FY25 BUDGET YEAR

Ordinance 24-05 as approved on June 11, 2024 reduced the subdivision contract fees to zero (For FY25 Budget year) for City Subdivision Inspection, Sewer Connection Charge, Water Connection Fee, Water Plant Expansion, and Water System Engineering. This applied to all drainage basins except the Fletcher Creek Basin.

3)<u>SEWER EXTENSION CREDITS</u>

The Walker Farms Phase 2 Subdivision Contract contained a sewer extension that was installed and was designated as a creditable sewer extension. This creditable sewer extension created development credits which can be used to offset Water and Sewer Contract Costs, such as the Water Plant Expansion Fee, the Water Connection Fee, and the Sewer Connection Fee.

The balance created by this creditable sewer extension in Walker Farms Phase 2 is: **$102,053.01**

However, because of the Fee Reduction for FY25 Budget year (Item 2 above), the Credit cannot currently be used. In the event that the Fee Reduction is NOT in place during future development of this property, then this credit balance could be utilized.

Therefore, the full credit balance of **$102,053.01** shall carry forward for future development of this property.

XVIII

PAYMENT AND SCHEDULE BARTLETT, TENNESSEE. THE DEVELOPER WILL PAY TO THE CITY OF BARTLETT THE FOLLOWING AMOUNTS AS HEREINBEFORE DETAILED FOR:
WALKER FARMS PHASE 5

I. Due at Execution of Subdivision Contract and before Construction Begins:

1. Water Plant Expansion
@ 15% of Water Main Cost
(Water Main Cost = $162,890.00) **$0.00** *
*waived as per Special Condition 2

2. a. Water System Engineering and
Subdivision Review @)
6% of Water Main Cost **$0.00** *
*waived as per Special Condition 2

b. Subdivision & site plan review fee @ $175 per lot.
37 Lots **$6,475.00**

3 Sewer Review Fee - $10 per lot or $25 per 250 feet
of sewer line extension (whichever is greater)
sewer lines =
Minimum charge of $25 per contract
$10.00 implies $370.00 **$370.00**
$25.00 implies $240.60

4 City Subdivision Inspection @
A: 3% of Full Development Cost **$24,832.78**
or **B**: $300.00 per Lot **$11,100.00**
Whichever is greater **$0.00** *
Full Development Cost = $827,759.35 *waived as per Special Condition 2

5 Water Connection Fee
@ $2,000.00 per Lot
37 Lots $74,000.00 **$0.00** *
*waived as per Special Condition 2

6 Sewer Connection Fee
@ $2000.00 per Lot
37 Lots $74,000.00 **$0.00** *
*waived as per Special Condition 2

DRAINAGE BASIN- Tributary of Loosahatchie

7 Drainage Control Fee for those lots
not served by a Detention Basin
@ $500.00 per Lot
0 Lots **$0.00**

8 Drainage Control fee for lots
served by a Detention Basin
@ $250.00 per Lot
37 Lots $9,250.00 **$9,250.00**

9	City portion of Water Improvements		**$0.00**
	DISTRICT _____ 3		
10	Park Land Development Fee		
	@ $700.00 per Lot		
	37 Lots	$700.00	**$25,900.00**
	TOTAL DUE CITY		**$41,995.00**

II. Due after date of Subdivision Contract and within 30 days after written request from the City's Department of Public Works.

1. Asphalt Paving Cost (Estimated Construction Cost)		**$95,724.85**
2. Street Light (Estimated at $650.00 per lot)		
37 Lots	Public	
		$24,050.00
TOTAL DUE II		**$119,774.85**

III. Upon Execution of Subdivision Contract and Before Construction Begins

MINIMUM BOND	**$222,159.35**

IV. Concurrent with release of lots for building permits.

1. Homeowners Association Bond:
   To be retained from initial 50% bond reduction amount and held until HOA is turned over to residents in a formal meeting, and minutes from that meeting are provided to the City of Bartlett Planning and Engineering Ofl 37 Lots **HOA BOND** **$ 70,000.00**

LOT	#	$/LOT	
1-25	25	$ 2,000.00	$ 50,000.00
26-75	20	$ 1,000.00	$ 20,000.00
75-	0	$ 500.00	

The Minimum Required Bond is the greater of Item III. And IV. Above **$222,159.35**

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at

Bartlett, Tennessee, this _____ day of _____, _____.

_____
CITY OF BARTLETT- David Parsons, Mayor

_____
BLUE SKY COMMUNITIES, INC

_____
TYPED OR PRINTED SIGNATURE

ATTEST:

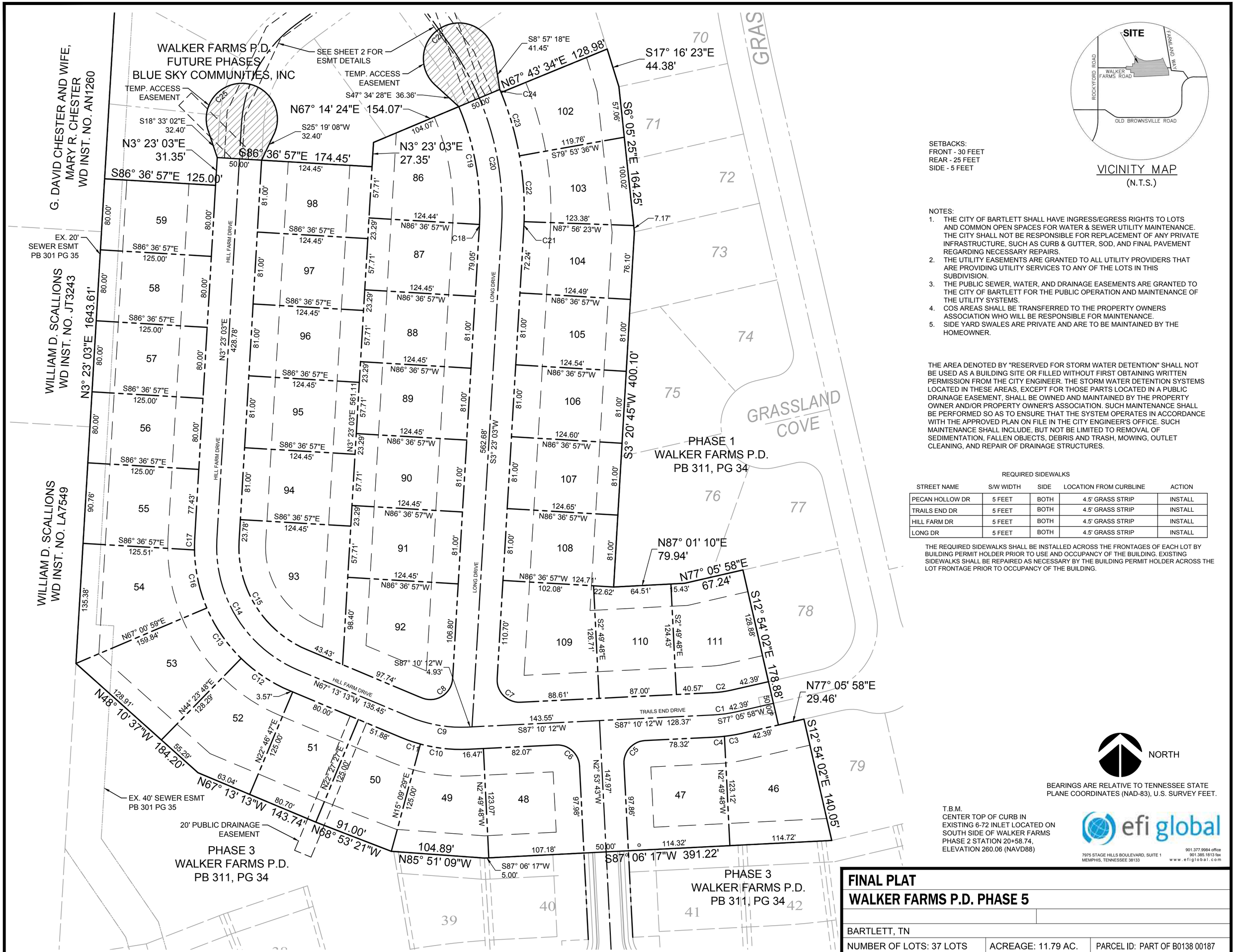
_____
CITY CLERK

_____
BONDING COMPANY

_____
LETTER OF CREDIT, APPROVED BY CITY ATTORNEY

BY: _____
CITY ENGINEER

DATE APPROVED BY BOARD OF MAYOR AND ALDERMEN_____



VICINITY MAP
(N.T.S.)

SETBACKS:
FRONT - 30 FEET
REAR - 25 FEET
SIDE - 5 FEET

NOTES:
1. THE CITY OF BARTLETT SHALL HAVE INGRESS/EGRESS RIGHTS TO LOTS AND COMMON OPEN SPACES FOR WATER & SEWER UTILITY MAINTENANCE. THE CITY SHALL NOT BE RESPONSIBLE FOR REPLACEMENT OF ANY PRIVATE INFRASTRUCTURE, SUCH AS CURB & GUTTER, SOD, AND FINAL PAVEMENT REGARDING NECESSARY REPAIRS.
2. THE UTILITY EASEMENTS ARE GRANTED TO ALL UTILITY PROVIDERS THAT ARE PROVIDING UTILITY SERVICES TO ANY OF THE LOTS IN THIS SUBDIVISION.
3. THE PUBLIC SEWER, WATER, AND DRAINAGE EASEMENTS ARE GRANTED TO THE CITY OF BARTLETT FOR THE PUBLIC OPERATION AND MAINTENANCE OF THE UTILITY SYSTEMS.
4. COS AREAS SHALL BE TRANSFERRED TO THE PROPERTY OWNERS ASSOCIATION WHO WILL BE RESPONSIBLE FOR MAINTENANCE.
5. SIDE YARD SWALES ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HOMEOWNER.

THE AREA DENOTED BY "RESERVED FOR STORM WATER DETENTION" SHALL NOT BE USED AS A BUILDING SITE OR FILLED WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM THE CITY ENGINEER. THE STORM WATER DETENTION SYSTEMS LOCATED IN THESE AREAS, EXCEPT FOR THOSE PARTS LOCATED IN A PUBLIC DRAINAGE EASEMENT, SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER AND/OR PROPERTY OWNER'S ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED PLAN ON FILE IN THE CITY ENGINEER'S OFFICE. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING, AND REPAIR OF DRAINAGE STRUCTURES.

REQUIRED SIDEWALKS

STREET NAME	S/W WIDTH	SIDE	LOCATION FROM CURBLINE	ACTION
PECAN HOLLOW DR	5 FEET	BOTH	4.5' GRASS STRIP	INSTALL
TRAILS END DR	5 FEET	BOTH	4.5' GRASS STRIP	INSTALL
HILL FARM DR	5 FEET	BOTH	4.5' GRASS STRIP	INSTALL
LONG DR	5 FEET	BOTH	4.5' GRASS STRIP	INSTALL

THE REQUIRED SIDEWALKS SHALL BE INSTALLED ACROSS THE FRONTAGES OF EACH LOT BY BUILDING PERMIT HOLDER PRIOR TO USE AND OCCUPANCY OF THE BUILDING. EXISTING SIDEWALKS SHALL BE REPAIRED AS NECESSARY BY THE BUILDING PERMIT HOLDER ACROSS THE LOT FRONTAGE PRIOR TO OCCUPANCY OF THE BUILDING.

NORTH

BEARINGS ARE RELATIVE TO TENNESSEE STATE PLANE COORDINATES (NAD-83), U.S. SURVEY FEET.

T.B.M.
CENTER TOP OF CURB IN EXISTING 6-72 INLET LOCATED ON SOUTH SIDE OF WALKER FARMS PHASE 2 STATION 20+58.74, ELEVATION 260.06 (NAVD88)

SCALE 1" = 60'

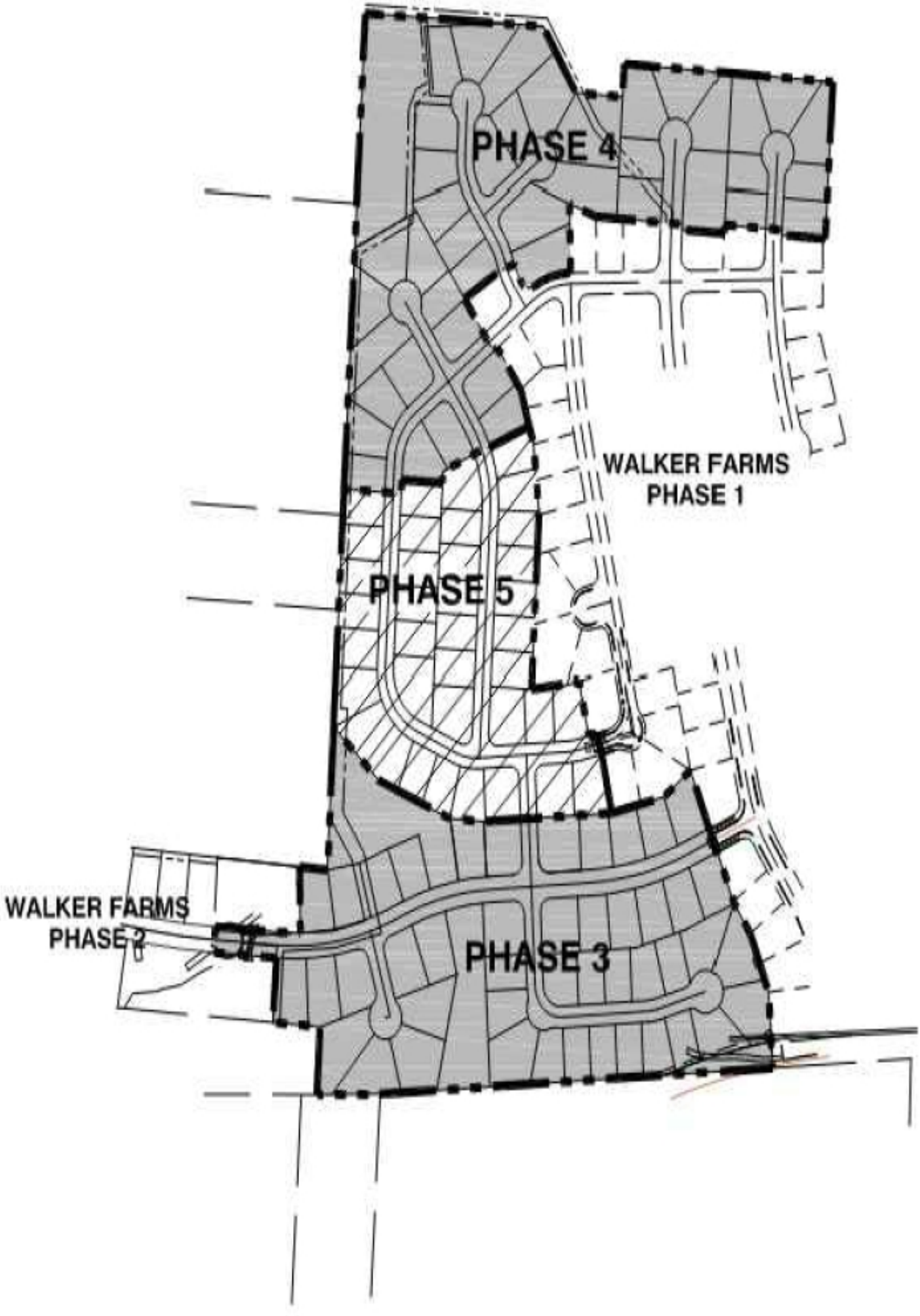
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD AS PER FEMA FIRM MAP 47157C0190G, DATED 2/6/13

efi global
7975 STAGE HILLS BOULEVARD, SUITE 1
MEMPHIS, TENNESSEE 38133
901.377.9984 office
901.385.1813 fax
www.efiglobal.com

FINAL PLAT
WALKER FARMS P.D. PHASE 5

BARTLETT, TN

NUMBER OF LOTS: 37 LOTS	ACREAGE: 11.79 AC.	PARCEL ID: PART OF B0138 00187
DEVELOPER: BLUE SKY COMMUNITIES, INC 177 CRESENT DR, COLLIERVILLE, TN	ENGINEER: EFI GLOBAL	
100-YEAR FLOOD ELEV: 248.0	FEMA MAP PANEL: 47157C0190G	MAP DATE: 02/06/2013
APRIL 6, 2026	SCALE: 1" = 60'	SHEET 1 OF 3



PHASING PLAN KEY MAP