

# PROPOSAL CONTRACT

FOR THE CONSTRUCTION OF

**Contract No. N/A**

PIN: N/A

County: Hamilton

State Project No.: N/A

Local Agency Reference No.: N/A

Description Of Project: Intersection of US 41 (Ringgold Rd) and John Ross Rd  
Strain Pole Removal and Replacement

Project Length: 0.01 mile

Completion Time: On or Before 30 days after Notice to Proceed

By: \_\_\_\_\_

City, \_\_\_\_\_

St.: \_\_\_\_\_

Surety: \_\_\_\_\_

TDOT Version: 3/15/19

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<b><i>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 <a href="http://www.tn.gov/tdot/section/tdot-construction-division">http://www.tn.gov/tdot/section/tdot-construction-division</a>.</i></b>		
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## **ATTENTION**

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

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

**THE CITY OF EAST RIDGE, TN**

**INSTRUCTIONS TO BIDDERS**

**BIDS TO BE RECEIVED**

**11/14/2023**

Sealed bids for the construction of the following projects will be received by the CITY OF EAST RIDGE, TN, **1517 Tombras Avenue, East Ridge, TN 37412** until 2:00 EST **PM 11/14/2023** and opened publicly at **1517 Tombras Avenue, East Ridge, TN 37412, 2:00 EST PM 11/14/2023**. The reading of the bids will begin at **2:05 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 East Ridge - Mike Ailey (423-867-7711)**. Information received from other offices of the CITY OF EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN, 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 EAST RIDGE, TN will be subject to approval by the Tennessee Department of Transportation. The CITY OF EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN will be promoted thereby.

The CITY OF EAST RIDGE, TN 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 EAST RIDGE, TN.

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 EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN, 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 EAST RIDGE, TN. 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 State or Local Government funds and without 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) on construction contracts where the total cost is twenty-five thousand (\$25,000) or more. In accordance with T.C.A. 62-06-119, proposals and bid documents shall be prepared and administered as follows:

#### **62-06-119. Bid documents -- Penalties.**

(a) Any person or entity preparing plans, specifications or any other documentation for inclusion in an invitation to bid or comparable bid document including any electronic bidding documents, shall reference this chapter in such documentation and include a specific statement informing the invited bidder that it is necessary for such bidder to be properly licensed at the time of the bid and provide evidence of compliance with the applicable provisions of this chapter before such bid may be considered.

(b) The person or entity involved in the preparation of the invitation to bid or comparable bid documents, including any electronic bid documents, shall direct that the following information be written upon the bid envelope or provided within the electronic bid document:

(1) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the prime contract;

(2) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the masonry contract where the total cost of the materials and labor for the masonry portion of the construction project exceeds one hundred thousand dollars (\$100,000);

(3) The name, license number, expiration date thereof, and license classification of the contractor applying to bid for the electrical, plumbing, heating, ventilation, or air conditioning contracts except when such contractor's portion of the construction project is less than twenty-five thousand dollars (\$25,000);

(4) For each vertical closed loop geothermal heating and cooling project, the company name, department of environment and conservation license number, classification (G, L or G,L) and the expiration date, except when the geothermal portion of the construction project is in an amount less than twenty-five thousand dollars (\$25,000);

(5) Prime contractor bidders who are to perform the masonry portion of the construction project which exceeds one hundred thousand dollars (\$100,000), materials

and labor, the electrical, plumbing, heating, ventilation or air conditioning or the geothermal heating and cooling must be so designated; and

(6) Only one (1) contractor in each of the classifications listed above shall be written on the bid envelope or provided within the electronic bid document.

(c) Failure of any bidder to furnish the required information shall void such bid and such bid shall not be considered. Upon opening of the bid envelope or initial opening of an electronic bid, the names of all contractors listed shall be read aloud at the official bid opening and incorporated into the bid. Prior to awarding a contract, the awarding person or entity and its authorized representatives shall verify the accuracy, correctness and completeness of the required information, and any discrepancies found in the spelling of names of bidders, transposition of license numbers, or other similar typographical errors or omissions may be corrected within forty-eight (48) hours after the bid opening excluding weekends and state-recognized holidays.

(d) No invitation to bid may require that any subcontractor be identified, listed or designated until the final bid submission by the prime contractor, or that any prime contractor accept the bid of any subcontractor until the final bid submission by the prime contractor. This subsection (d) shall apply only to design/bid/build procurements where cost is the primary criterion for the contract award.

(e) Any person or entity, public and private, awarding a bid to a contractor who is not licensed in accordance with this chapter shall be subject to the penalty provided in T.C.A. 62-06-120(b).

(f) Notwithstanding the Uniform Administrative Procedures Act, compiled in title 4, chapter 5, relative to the amount of civil penalties that may be imposed, the board may impose a civil penalty not to exceed five thousand dollars (\$5,000) for willful violation of this section.

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 EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN.

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

## **ISSUANCE OF BIDDING DOCUMENTS**

This CITY OF EAST RIDGE, TN 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 **\$50.00** plus **9.25%** 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 **\$0.15** per sheet. Individual Plan sheets and individual Standard Drawings will be furnished at **\$0.15** per sheet. Tabulations of bids will be furnished at **\$0.15** 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 EAST RIDGE, TN. 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 EAST RIDGE, TN.

## **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 EAST RIDGE, TN 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 EAST RIDGE, TN 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.**

**STATE**

**OF**

**TENNESSEE**

(Rev. 9-7-21)  
(Rev. 12-15-21)  
(Rev. 12-19-22)  
(Rev. 6-1-23)  
(Rev. 8-21-23)

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.** ~~An action taken~~A written document issued by the Department, ~~when the Contractor has filed a claim,~~ that ~~allows the Department to compensate the Contractor for completed additional work and/or time~~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 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 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 3<sup>rd</sup> Paragraph and Revise 4<sup>th</sup> 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~~claim~~ 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 105.16, (pg. 49-55), 8-21-23; Claims for Adjustment and Disputes; Revise Subsection:****105.16 ~~Claims-Request~~ for Equitable Adjustment (REA) and Disputes**

~~The claims process described within~~ This subsection details the optional REA process ~~within the Department~~ for receiving, reviewing, and deciding on ~~claims~~REAs submitted to the Department. If such ~~claims~~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 Claim**

If the Contractor has followed the process under 104.03 to Contract Change Notification requesting ~~ing~~ additional compensation, time, or both under **104.02 or 108.07**, ~~has provided notification in accordance with 104.03, and the Contractor disagrees with the Engineer's decision or does not agree with the Contract adjustments made by the Department, has denied the request for a change to the Work,~~ the Contractor may provide notice of intent to file a REA claim. 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 filing~~ the notice of intent to file a REA claim, if the subject work is not yet complete, the Contractor shall maintain adequate records related to the REA claim, including records of the disputed labor, equipment and materials, and, ~~if applicable, monthly~~ schedule updates per 108.03 showing ~~critical path~~compensable delays to the completion date. If applicable, Uupdate and disclose this information to the Department monthly. The Department may audit ~~claim~~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 claim is not given, or if the Engineer is not given sufficient opportunity for keeping strict account of the Contractor's actual Work costs, 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 claim. Nothing in this Subsection shall be construed as establishing any REA claim contrary to the terms of **104.02 or 108.07**.

**B. Submission of REA Claim**

Within ~~ninesixty (960)~~ calendar days after submitting the notice of intent to file a REA claim, or within ~~ninesixty (960) calendar days after completion of the completed~~ disputed Work, whichever is later, or within such time agreed upon by the parties in writing, the Contractor shall submit a complete ~~claim~~ REA package. The ~~claim~~REA package shall include all documents supporting the ~~claim~~REA and provide sufficient detail to enable the Department to ascertain the basis and amount of the REA claim. If requested by the Contractor, the Department may extend the ~~ninesixty (960) calendar day~~ period in writing. As a minimum, the following information shall be submitted with each REA claim:

1. A ~~claim~~ REA certification containing the language shown in Figure 105.16-1 ~~for direct claims by the Contractor, or Figure 105.16-2 for pass-through claims, as appropriate; this figure can be found on the Department's Construction Division website.~~
2. A detailed factual statement of the REA claim for additional compensation, time, or both, providing all necessary dates, locations, and items of work affected by the REA claim, 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.

~~—The date on which facts were discovered that gave rise to the claim;~~

- 3. The specific provisions of the Contract that support the REA claim and a statement of the reasons why such provisions support the REA claim;
- 4. If an extension of contract time is sought, a schedule analysis as required by 108.07; and
- 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.

#### **B.C. REA Informal Claim Meeting**

~~Upon written request by the Contractor submitted with its notice of intent to file a claim, and w~~Within thirty (30) ~~calendar days of receiving the Contractor's REA submittals~~such request, the Department ~~will contact the Contractor in writing to schedule a meeting to~~will afford the Contractor an opportunity to discuss the disputed matters informally with ~~the~~ Department ~~official having the authority to resolve the dispute.~~ ~~If the Contractor elects to participate in a meeting, T~~he Contractor ~~shall~~may 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 the Informal Claim~~REA Meeting are ~~an attempt to mutually resolve a REA claim without litigation~~compromise negotiations and are not admissible ~~for any purpose in any proceeding~~litigation in accordance with Tennessee Rule of Evidence 408, ~~contemplated in this Subsection 105.16, or any formal administrative hearing.~~

~~If as a result of the Informal Claim Meeting the Department and the Contractor reach an agreement to resolve the claim, 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 at any time after the Informal Claim Meeting issue a Change Directive providing for additional compensation, time, or both, as the Department determines to be fair and reasonable. The Contractor shall perform the Work in accordance with the Change Directive, but such performance shall not constitute a waiver of the Contractor's claim regarding the disputed work. The Contractor may continue to pursue a claim as provided in this section.~~

~~C.A. Submission of Claim~~

~~Within ninety (90) calendar days after submitting the notice of intent to file a claim, or within ninety (90) days of the completed disputed Work, whichever is later, or such time agreed upon by the parties in writing, the Contractor shall submit a complete claim package. The claim package shall include all documents supporting the claim and provide sufficient detail to enable the Department to ascertain the basis and amount of the claim. If requested by the Contractor, the Department may extend the ninety (90) day period in writing. As a minimum, the following information shall be submitted with each claim:~~

- ~~1. A claim certification containing the language shown in Figure 105.16-1 for direct claims by the Contractor, or Figure 105.16-2 for pass-through claims, as appropriate;~~
- ~~2.1. A detailed factual statement of the claim for additional compensation, time, or both, providing all necessary dates, locations, and items of work affected by the claim;~~
- ~~3.1. The date on which facts were discovered that gave rise to the claim;~~
- ~~4.1. The specific provisions of the Contract that support the claim and a statement of the reasons why such provisions support the claim;~~
- ~~5.1. If an extension of contract time is sought, a schedule analysis as required by 108.07; and~~
- ~~6.1. If additional compensation is sought, the amount and specifics of the compensation.~~



**CONTRACTOR'S CLAIM CERTIFICATION**

~~Under penalty of law for perjury or falsification, the undersigned, (Authorized Representative) \_\_\_\_\_, (title) \_\_\_\_\_, of (company) \_\_\_\_\_, hereby certifies that the claim of \$ \_\_\_\_\_ for extra compensation and \_\_\_\_\_ Days additional time, made herein for work on this Contract:~~

~~(1) Is true and made in good faith~~

~~(2) The supporting data is accurate and complete;~~

~~(3) The claim is fully supported under the Contract between the parties; and~~

~~(4) The claim amount accurately reflects the Contractor's actual incurred costs or delay.~~

~~I have reviewed the documents submitted and know the facts and information to be true based upon my personal knowledge and belief.~~

~~This claim package contains all available documents that support the claims made herein and I understand that no additional information, other than for clarification and data supporting previously submitted documentation, may be presented by me.~~

~~\_\_\_\_\_ Dated \_\_\_\_\_/s/ \_\_\_\_\_~~

~~\_\_\_\_\_ Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_~~

~~\_\_\_\_\_~~

~~NOTARY PUBLIC~~

~~My Commission Expires: \_\_\_\_\_~~

Figure 105.16-1: Contractor's Claim Certification

**PASS THROUGH CLAIM CERTIFICATION**

Under penalty of law for perjury or falsification, the undersigned,  
 (Authorized Representative) \_\_\_\_\_, (title) \_\_\_\_\_ (company),  
 hereby certifies that the claim of  
 \$ \_\_\_\_\_ for extra compensation and \_\_\_\_ Days additional time,  
 made herein for work on this Contract:

(1) ~~Is true and made in good faith~~  
 (2) ~~The supporting data is accurate and complete;~~  
 (3) ~~The claim is fully supported under the Contract between the parties; and~~  
 (4) ~~The claim amount accurately reflects the Contractor's actual incurred costs  
 or delay.~~

I have reviewed the documents submitted and know the facts and information  
 to be true based upon my personal knowledge and belief.

This claim package contains all available documents that support the claims  
 made herein and I understand that no additional information, other than for  
 clarification and data supporting previously submitted documentation, may be  
 presented by me.

Dated \_\_\_\_\_/s/\_\_\_\_\_  
 \_\_\_\_\_  
 Subscribed and sworn before me this \_\_ day of \_\_\_\_\_  
 \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Dated \_\_\_\_\_/s/\_\_\_\_\_  
 \_\_\_\_\_

The Contractor certifies that the claim being passed through to TDOT is passed  
 through in good faith and is accurate and complete to the best of my knowledge  
 and belief.

Dated \_\_\_\_\_/s/\_\_\_\_\_  
 \_\_\_\_\_  
 Subscribed and sworn before me this \_\_ day of \_\_\_\_\_  
 \_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**Figure 105.16-2: Pass Through Claim Certification**

**D. Department Decision**

When the Contractor properly files a ~~REA claim~~ and allows for reasonable and timely access to the Contractor's ~~relevant~~ books and records, the Department will review the ~~REA claim~~ and render a written decision to the Contractor to either affirm or deny the ~~REA package claim~~, in whole or in part, within sixty (60) calendar days after receipt of the ~~claim 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. at such time agreed upon by the parties.~~

The Department will assemble and maintain ~~the REA claim~~ record consisting of ~~the REA all information submitted by the Contractor in support of the claim~~ and all other information considered by the Department in reaching a decision. Once the Department assembles the ~~claim 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 ~~claim 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, Informal Claim Meeting the Department and the Contractor reach an agreement to resolve the REA claim, 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 at any time after the Informal Claim Meeting issue a Change Directive providing for additional compensation, time, or both, as the Department determines to be fair and reasonable. The Contractor shall perform the Work in accordance with the Change Directive, but such performance shall not constitute a waiver of the Contractor's claim regarding the disputed work. The Contractor may continue to pursue a claim as acknowledged provided in this Subsection.~~

~~If the Department decides to affirm the claim, an adjustment will be made in accordance with 108.07 and 109.04 as applicable. If the Department denies the REA claim, the Contractor may either accept the Department's decision as final or file 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. appeal to the Department's authorized representative identified in the final decision letter within sixty (60) calendar days from the receipt of the Department's decision.~~

~~If a written appeal is not properly or timely filed, the Engineer's decision is final and binding, and the Contractor waives any further rights to pursuing the claim.~~

~~If the Department fails to render a written decision within sixty (60) calendar days after receipt of the claim package, or within any extended time period as agreed to by the parties, the Department will send written notice to the Contractor that the decision period has ended and that the Contractor's time period for written appeal has begun.~~

**E. Appeal Process**

~~When a claim is appealed in writing, the Department will provide the claim record to the duly authorized representative responsible for review of the appeal. Within fifteen (15) calendar days after the submission of the appeal, either party may submit a written request for a hearing with the duly authorized representative. The duly authorized representative will review the claim and render a decision to affirm, overrule, or modify the Department decision within sixty (60) calendar days or such time agreed upon by the parties after receiving the written appeal.~~

~~The Department will not consider any new information that was not previously made a part of the claim record, other than clarification of the previously submitted documentation. The Contractor shall have sixty (60) calendar days to accept or reject the duly authorized representative's decision. The Contractor shall notify the Department of its acceptance or rejection in writing. If the Contractor accepts the duly authorized representative's decision, the decision will be implemented with a Change Order in accordance with the applicable Contract provisions. If the Contractor disagrees with the decision, the Department may issue a Change Directive to implement the decision, and the Contractor shall perform the Work in accordance with the Change Directive. Performance of the Work in accordance with the Change Directive shall not constitute a waiver of the Contractor's right to pursue a formal claim with the Claims Commission as provided below.~~

~~The Contractor may file a claim with the Tennessee Claims Commission in accordance with TCA § 9-8-307. The parties understand and agree that the Contractor's failure to bring suit within one hundred eighty (180) calendar days of the duly authorized representative's Department's decision, or such other time agreed upon by the parties, shall be deemed an acceptance of the decision and a complete bar to any such claims or causes of action based on the claim.~~

**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 3<sup>rd</sup> 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 1<sup>st</sup> Paragraph, **C.4**; Revise 1<sup>st</sup> 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.D**, (pg. 88-89), 6-1-23; **Schedule Revisions**; Revise 1<sup>st</sup> 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 108.11, (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**

<b>Estimate Number or Percent of Total Contract Amount of Previous Estimate</b>	<b>Total Percent of CPM Project Schedule Lump Sum Bid Item</b>
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**

<b>Requirement or Percent of Total Contract Amount of Previous Estimate</b>	<b>Total Percent of CPM Project Schedule Lump Sum Bid Item</b>
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 2<sup>nd</sup> Paragraph and Revise existing 2<sup>nd</sup> and 3<sup>rd</sup> 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 109.06**, (pg. 116), 8-21-23; **Compensable Delay Costs**; Revise 2<sup>nd</sup> 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 3<sup>rd</sup> 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 ~~requested by~~ the Contractor and the Department can-not 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; ~~and~~

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.

**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 2<sup>nd</sup> 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 100T-23~~. 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.

STATE

OF

TENNESSEE

(Rev. 12-15-21)

January 1, 2021

(Rev. 12-19-22)

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 4<sup>th</sup> Paragraph:**

The Department will make compressive strength test specimens in accordance with AASHTO R 100T-23.

**Subsection 705.06**, (pg. 697-698), 12-19-22; **Installation of Posts; Revise 1<sup>st</sup>, 2<sup>nd</sup>, Nos. 1,2,3, & 4 and 4<sup>th</sup> 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 ~~so as~~ 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. ~~Alternatively, the Contractor may d~~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.:

- ~~1. Within 18 inches of the ground surface, drill an oversized or elongated hole 24 inches into the rock. Set the post at the roadside edge of the hole, and backfill the hole with the cutting spoils.~~
- ~~a. If using wooden posts, either drill a single oversized hole 23 inches in diameter, or three overlapping holes 10 inches in diameter, to a length of 23 inches.~~
- ~~b. For steel posts, drill a single oversized hole, 20 inches in diameter, or three overlapping holes 8 inches in diameter, to a length of 20 inches.~~

~~2.—Below 18 inches of the ground surface, drill holes 12 inches into the rock or to the depth shown on the Plans. The holes shall be 8 inches in diameter for steel posts, and 12 inches in diameter for wood posts.~~

~~3.—If solid rock is encountered~~ ~~W~~hen 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.

~~4.—~~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 7<sup>th</sup> 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 7<sup>th</sup> 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 1<sup>st</sup> 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 ~~the outside diameter of the pipe plus~~ 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 1<sup>st</sup> 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 & 1<sup>st</sup> 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.B, (pg. 735-736), 12-15-21; THP Troopers and Uniformed Law Enforcement Officers; Revise 2<sup>nd</sup> 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:**

<i>Item</i>	<i>Pay Unit</i>
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 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 11<sup>th</sup> 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. with the first and second partial pay estimates paid on the Contract. Payment will be made at the rate of 50% of lump sum price for Mobilization on each of these partial pay estimates provided the amount bid for Mobilization does not exceed 5% of the total amount bid for the Contract. If the amount bid for the item of Mobilization exceeds 510% of the total amount bid for the Contract, the Department will pay 2-1/2% of the total amount bid on each of the first partial payment estimates, and that portion exceeding 510% on the last partial pay estimate. Payments will be made according to Table 717.03-1.

**Table 717.03-1: Payment Schedule for Mobilization**

<u>Payment Estimate Number or Completion of Contract</u>	<u>Payment Amount whichever is least</u>	<u>Accumulated Payment whichever is least</u>
<u>Estimate # 1</u>	<u>25% Lump Sum Item or 2.5% Contract Price</u>	<u>25% Lump Sum Item or 2.5% Contract Price</u>
<u>5% of Contract (Excluding previous mobilization payments and stockpile payments per 109.09)</u>	<u>25% Lump Sum Item or 2.5% Contract Price</u>	<u>50% Lump Sum Item or 5.0% Contract Price</u>
<u>10% of Contract (Excluding previous mobilization payments and stockpile payments per 109.09)</u>	<u>25% Lump Sum Item or 2.5% Contract Price</u>	<u>75% Lump Sum Item or 7.5% Contract Price</u>
<u>50% of Contract (Including previous mobilization payments and stockpile payments per 109.09)</u>	<u>25% Lump Sum Item or 2.5% Contract Price</u>	<u>100% Lump Sum Item or 10.0% Contract Price</u>
<u>Last Partial Pay Estimate</u>	<u>Portion Exceeding 10%</u>	<u>Portion Exceeding 10%</u>

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.

As an exception to the above, where the Work covered by the Contract is limited exclusively to the resurfacing of an existing pavement, including projects involving the milling off of a portion of the existing pavement prior to the laying down of new asphalt cement concrete layer(s), the Department will pay the entire lump sum price for the item of Mobilization, less the retainage provided for in Title 54-5-121, TCA, with the first partial pay estimate paid on the Contract, provided the amount bid for Mobilization does not exceed 5% of the total amount bid for the Contract. If the amount bid for the item of Mobilization exceeds 5% of the total amount bid for the Contract, the Department will pay 5% of the total amount bid for the Contract on the first partial pay estimate, and the portion exceeding 5% on the last partial pay estimate.

**Subsection 722.06.E, (pg. 803), 12-19-22; Interior Utility Services; Revise Subsection E:**

**E. Telephone, ~~Answering Machine~~, and ~~Internet Facsimile Machine~~**

Provide telephone service with ~~an answering machine~~ voicemail and two incoming phone lines.; Provide internet service with wifi and two data ports for wired connections. ~~a facsimile machine, and two incoming phone lines.~~

**Subsection 722.09, (pg. 805), 12-19-22; Concrete Cylinder Storage; Revise 1<sup>st</sup> 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 ~~will control~~ shall have access to the storage ~~facility~~ shed/building. Equip the storage ~~facility~~ shed 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~~ box or curing tank and heater/circulator shall comply with AASHTO M 201, and proper curing of the cylinders shall be in accordance with AASHTO R 100T-23. 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. ~~The storage facility shall be equipped with a measuring device that will record the minimum and maximum temperatures inside of the curing area.~~

**STATE**

**OF**

**TENNESSEE**

(Rev. 12-15-21)  
(Rev. 12-19-22)  
(Rev. 1-30-23)

January 1, 2021

**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, 2<sup>nd</sup>, and 3<sup>rd</sup> Paragraphs:**

- Portland Cement.....AASHTO M 85
- ~~Blended Hydraulic Cement Portland blast furnace slag cement (Type IS)~~ AASHTO M 240
- ~~Portland pozzolan cement (Type IP) .....~~AASHTO M 240
- ~~Portland limestone cement (Type IL).....~~AASHTO M 240

The maximum allowable equivalent alkalis ~~is 0.60%~~ for ~~all Portland cements~~ is 0.60 % and ~~blended cements when~~ used in ~~roadways concrete riding surfaces~~ with aggregates meeting the requirements of **903.24. This includes Class CP, A Paving, and DS concrete mixtures.**

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 1<sup>st</sup> 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 1<sup>st</sup> Paragraph first sentence:**
- 622.02, (pg. 664), Revise Materials List:**

**Subsection 903.03, (pg. 904-905), 12-19-22; Coarse Aggregate for Concrete; Revise 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> and 7<sup>th</sup> 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 in Portland cement concrete 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 consisting of Size No. 57 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**. ~~Ramps using Class A paving concrete or any riding surface travel lane consisting of Size No. 57 shall 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.

~~Coarse aggregate in Portland cement concrete bridge decks and overlays on interstates and four or more lane highways consisting of Size No. 57 shall meet 903.24~~

The coarse aggregates for travel lanes and bridge decks shall be crushed and consist of stone, slag, gravel, quartzite, gneiss, or combination thereof, ~~with an~~ The absorption of plus 4 material ~~shall not to~~ 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 903.11.C.3, (pg. 920), 12-19-22; Grading OGFC; Remove 2<sup>nd</sup> 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 1<sup>st</sup>, 2<sup>nd</sup> 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. ~~The contractor shall provide a Type A laboratory as defined by 106.06 capable of verifying gradation at the location of stockpiled material where blending occurs~~

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**. ~~The contractor shall provide a Type A laboratory as defined by 106.06 capable of verifying gradation at the location where blending occurs~~

**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	<del>±6.0</del> ±5.0
No. 8	45-70	±5.0
No. 16	28-50	±5.0
No. 30	19-34	<del>±4.0</del> ±5.0
No. 50	12-25	±4.0
No. 100	7-18	<del>±2.0</del> ±3.0
No. 200	4-15	±2.0

**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**

<b>Practices</b>	<b>AASHTO Test Method</b>	<b>CRS-2P</b>	<b>RS-2</b>	<b>RS-1</b>	<b>CRS-1</b>
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, % <sup>(1)</sup>	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

<sup>(1)</sup> Straight-sided mold, 20-cm elongation, 5min hold, 25 °C

**Subsection 914.01**, (pg. 977), 12-19-22; **Non-Reinforced Concrete Pipe**; Revise 2<sup>nd</sup> Paragraph:

Manufacture all non-reinforced concrete pipe to meet the Department’s procedure for the Manufacture and Acceptance of Precast ~~Concrete Products, Drainage Structures, Noise Wall Panels, and Retaining Wall Panels.~~

**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 916.07**, (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 2<sup>nd</sup> Paragraph:**

**916.05.H.3**, (pg. 986), **Revise 1<sup>st</sup> Paragraph:**

**916.05.I, .1, .2**, (pg. 987), **Revise Heading, 1<sup>st</sup>, 2<sup>nd</sup> Paragraphs:**

**916.06**, (pg. 988), **Revise Heading, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup> Paragraphs:**

**916.07.A**, (pg. 989), **Revise 1<sup>st</sup> and 2<sup>nd</sup> Paragraphs:**

**916.07.B**, (pg. 989), **Revise 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> Paragraphs:**

**916.08**, (pg. 989-999), **Revise 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> Paragraphs:**

**919.04**, (pg. 1012), **Revise Heading, 1<sup>st</sup> Paragraph, List:**

**919.05.A, .B**, (pg. 1012-1013), **Revise Heading, 1<sup>st</sup> Paragraphs:**

**712.02**, (pg. 732), **Revise Materials List:**

**712.02.B, .G**, (pg. 732-733), **Revise 1<sup>st</sup> Paragraphs:**

**712.04**, (pg. 734), **Revise 2<sup>nd</sup> Paragraph:**

**712.04.H.2.a(2), .2.e**, (pg. 740-741), **Revise 1<sup>st</sup> Paragraphs:**

**712.06.1, .2**, (pg. 743), **Revise 1<sup>st</sup> Paragraphs:**

**713.04.A**, (pg. 749), **Revise 1<sup>st</sup> Paragraph:**

**713.04.F**, (pg. 753), **Revise 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup> Paragraphs:**

**713.06.3**, (pg. 754), **Revise 1<sup>st</sup> Paragraph:**

**716.01**, (pg. 784), **Revise 1<sup>st</sup> Paragraph:**

**716.02**, (pg. 784), **Revise Materials List:**

**716.03.B.2.b**, (pg. 789), **Revise 8<sup>th</sup> Paragraph:**

**716.03.B.3, .4**, (pg. 790), **Revise 1<sup>st</sup> Paragraph:**

**716.04**, (pg. 790-791), **Revise Heading, 7<sup>th</sup> Paragraph:**

**716.05**, (pg. 791-792), **Revise Heading, 1<sup>st</sup> Paragraph:**

**716.06**, (pg. 792), **Revise 2<sup>nd</sup> Paragraph:**

**716.07.A**, (pg. 795), **Revise 11<sup>th</sup> 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 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
<del>Korean Lespedeza</del> 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
<del>Korean Lespedeza</del> 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
<del>Annual Lespedeza</del> White Clover	30

**Table 918.01-6: Temporary Seeding**

Seed Group (Season)	Kind of Seed	Percent by Weight
<b>Group D</b> (January 1 – May 1)	Annual Rye Grass	33-1/3%
	<del>Korean Lespedeza</del> White Clover	33-1/3%
	Spring Oats	33-1/3%
<b>Group E</b> (May 1 – July 15)	Sorghum-Sudan Crosses <sup>(1)</sup> or German Millet <sup>(2)</sup>	100%
		100%
<b>Group F</b> July 15 – January 1	Cereal Rye	66-2/3%
	Annual Rye Grass	33-1/3%

<sup>(1)</sup> Dekalb Sudan SX11, Lindsey 77F, TN Farmer’s Co-op GHS-1 or GHS-2A.

<sup>(2)</sup> German Millet, GaHi-1

**Subsection 921.09, (pg. 1022), 12-19-22; Grout; Revise Subsection:**

~~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. Submit grout mix designs to the Department's Materials and Tests. Grout designs shall use hydraulic cement meeting Portland cement conforming to the requirements of 901.01 or an appropriate alternative from the Department's Qualified Products List, and 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. ~~Obtain the Engineer's approval of the formulation and the admixture or the premixed grout.~~ Mix and use the grout in accordance with the manufacturer's recommendations. ~~These special grouts will be classified~~ Grouts will be reviewed as follows:

Type I — ~~Non-shrinking Grout~~

Type II — ~~Non-shrinking, Fast-setting Grout~~

**A. 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.

**B. 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**

**O F**

**T E N N E S S E E**

(Rev. 2-17-15)

January 1, 2021

**SPECIAL PROVISION**

**REGARDING**

**UNBALANCED BIDS**

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

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Department, the right is reserved to reject such bid at the discretion of the Department or to award the Contract and limit progress payments on units of work performed on any excessively priced items to costs that are satisfactorily documented by the Contractor plus 20 percent, until 85 percent of the Contract has been completed. Upon completion of 85 percent of the Contract, the Contractor will be reimbursed in accordance with **Subsection 109.08** of the Standard Specifications for the accepted quantities of work performed on the excessively priced items.

**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**

(Rev. 9-7-22)

January 1, 2021

**CERTIFICATION REGARDING**

**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

**PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

The prospective Primary and/or Lower Tier participant certifies, by signing and submitting this proposal, to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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.

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 the preceding paragraph of this certification; and

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.

Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and

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.

Where the prospective Primary and/or 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.

(Exceptions to the above are to be submitted on a separate sheet with the bid proposal)

For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**STATE**

**OF**

**TENNESSEE**

(Rev. 9-7-22)

January 1, 2021

**SPECIAL PROVISION**

**REGARDING**

**NON-DISCRIMINATION IN EMPLOYMENT**

Bidders are cautioned as follows:

By signing this bid, the bidder will be deemed to have signed and agreed that all persons, firms or corporations supplying goods, material, equipment or service of any kind to the State of Tennessee will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability and further, that while under contract with the State will show proof upon request that all employment practices including, but not limited to, promotion, rates of pay, transfers, recruitment, recruitment advertising, terminations, layoffs and training and apprenticeship programs are not discriminatory in nature.

Each contractor shall be required to post in conspicuous places, available to all employees and applicants for employment, notices of non-discrimination.

**S T A T E**

**O F**

**T E N N E S S E E**

(Rev. 12-15-20)

January 1, 2021

**SPECIAL PROVISION**

**REGARDING**

**TENNESSEE DEPARTMENT OF TRANSPORTATION STANDARD**

**SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION**

**Description**

Any and all references concerning the January 1, 2015 Standard Specifications for Road and Bridge Construction shall be interpreted as the January 1, 2021 Standard Specifications for Road and Bridge Construction.



**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 contractor's expense with acceptable equipment.

**SPECIAL PROVISION**

**REGARDING**

**HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS**

**Scope**

These design requirements shall apply to **713**-Highway Signing, **714**-Roadway and Structure Lighting, and **730**-Traffic Signals of the current Standard Specifications.

**Description**

The design of the supports for overhead sign bridges and butterfly configurations, high mast lighting, luminaires, CCTV camera poles, and traffic signal strain poles and mast arm structures shall be in accordance with the American Association of Highway and Transportation Officials (AASHTO) LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 1<sup>st</sup> edition, with addenda.

**General Conditions**

All overhead sign bridges and butterfly sign structures, traffic signal strain poles and mast arm structures and high mast light poles 90-feet or greater in height, shall be designed using the Fatigue Category 1 provisions found in the subject specifications except that, design for galloping-induced fatigue and truck-induced gust fatigue, are excluded. Fatigue designs are not required for luminaire poles less than 55-feet in height, span-wire poles, or roadside sign poles.

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

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

The design coordination instructions are as follows:

- a. The Basic Wind Speed shall be 120 mph for Extreme 1 Limit State.
- b. The Design Life shall be 50 years resulting in a 1,700 year Recurrence Interval.

STATE

OF

TENNESSEE

(Rev. 12-18-95)

January 1, 2021

**SPECIAL PROVISION**

**REGARDING**

**TEMPORARY TRAFFIC CONTROL (SIGNALIZATION)**

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Controller Voltage Monitor function.

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

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

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

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

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

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

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

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

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

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

Microwave Vehicle Detector

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

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

## **PROPOSAL**

### **TO THE CITY OF EAST RIDGE, TN, 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, 2015) 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 EAST RIDGE, TN 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 EAST RIDGE, TN, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond are not executed within ten (10) days from receipt of the notice of award.

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](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 \_\_\_\_\_ composed of officers, partners, or owners as  
a \_\_\_\_\_ follows:  
(Type of business entity)

\_\_\_\_\_ Name/Title Name/Title

\_\_\_\_\_ Name/Title Name/Title

\_\_\_\_\_ Name/Title Name/Title

\_\_\_\_\_ Bidder (2)\*

By: \_\_\_\_\_

\_\_\_\_\_ Printed Name and Title

\_\_\_\_\_ Address

\_\_\_\_\_ City/State/Zip

Bidder (2) being \_\_\_\_\_ composed of officers, partners, or owners as  
a \_\_\_\_\_ follows:  
(Type of business entity)

\_\_\_\_\_ Name/Title Name/Title

\_\_\_\_\_ Name/Title Name/Title

\_\_\_\_\_ Name/Title Name/Title

## BID FORM

Item No.	Description	Unit	Quantity	Unit Price	Total
712-01	TRAFFIC CONTROL	L SUM	1		
730-01.04	MODIFICATION OF EXISTING SIGNAL EQUIPMENT	L SUM	1		
730-09.20	SPAN WIRE ASSEMBLY	LIN FT	245		
730-24.08	FOUNDATION (TRAFFIC STRAIN POLE)	EACH	1		
<b>Total</b>					

**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: \_\_\_\_\_

\_\_\_\_\_ Notary Public  
Printed Name and Title  
My commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_ Sworn to and subscribed before me  
Bidder (2)  
this \_\_\_\_\_ day of \_\_\_\_\_,  
By: \_\_\_\_\_

\_\_\_\_\_ Notary Public  
Printed Name and Title  
My commission expires \_\_\_\_\_

(Seal)

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

**CITY OF EAST RIDGE, TN, TENNESSEE**

**PROPOSAL BOND**

**CONTRACT NO. \_**

Principal: \_\_\_\_\_  
Print Name of Principal

Surety: \_\_\_\_\_  
Print Name of Surety

**KNOW ALL MEN BY THESE PRESENTS**, that we, the Principal and Surety above named, are held and firmly bound unto the CITY OF EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN, 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 EAST RIDGE, TN, TENNESSEE**

**PROPOSAL GUARANTEE**

**CONTRACT NO. [Title]**

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 EAST RIDGE, TN, 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 EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN, TENNESSEE**

**CONTRACT NO. [Title]**

This agreement is made and executed in three (3) originals, between the CITY OF EAST RIDGE, TN, and \_\_\_\_\_ hereinafter referred to as the "Contractor."

**WITNESSETH**

The CITY OF EAST RIDGE, TN 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 EAST RIDGE, TN.
4. The CITY OF EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN, the State, the Comptroller of the Treasury, the Tennessee Department of Transportation, or their duly appointed representatives.
6. The Contractor shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Contractor shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the CITY OF EAST RIDGE, TN as an additional insured.
7. The Contractor shall indemnify and hold harmless the CITY OF EAST RIDGE, TN 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 EAST RIDGE, TN may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the CITY OF EAST RIDGE, TN to protect the CITY OF EAST RIDGE, TN 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 EAST RIDGE, TN, TENNESSEE**

This Contract is accepted \_\_\_\_\_ day of \_\_\_\_\_, this \_\_\_\_\_  
and is effective on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
[CITY/COUNTY Official]

Approved:

\_\_\_\_\_  
CITY OF EAST RIDGE, TN  
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. [Title]**

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 EAST RIDGE, TN, and other potential claimants, for all obligations incurred by the Principal under its contract with CITY OF EAST RIDGE, TN, 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 EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN 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 EAST RIDGE, TN 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: \_\_\_\_\_ Attorney-in-Fact By: \_\_\_\_\_ 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 EAST RIDGE, TN 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

**DRUG-FREE WORKPLACE AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned, principal officer of \_\_\_\_\_ an employer of five (5) or more employees contracting with the City of East Ridge, Tennessee to provide auction services, hereby states under oath as follows:

1. The undersigned is a principal officer of \_\_\_\_\_ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.

2. The Company submits this Affidavit pursuant to T. C. A. § 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide auction services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.

3. The Company is in compliance with T. C. A. § 50-9-113.

Further affiant saith not.

\_\_\_\_\_  
Principal Officer (signature)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me personally appeared \_\_\_\_\_ (print name), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**STATEMENT OF COMPLIANCE  
IRAN DIVESTMENT ACT**

In compliance with the Iran Divestment Act (State of Tennessee 2016, Public Chapter No. 817), which became effective on July 1, 2016, certification is required of all bidders on contracts over \$1,000.00

*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 hereto 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 T. C. A. §12-12-106.*

*I affirm, under the penalties of perjury, this statement to be true and correct.*

<hr/>	<hr/>
Date	Signature of Bidder
	<hr/>
	Print name and title
	<hr/>
	Company

A bid shall not be considered for award nor shall any award be made where the foregoing certification has not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. The City of East Ridge, Tennessee may award a bid to a bidder who cannot make the certification, on a case-by-case basis, if:

(1) The investment activities in Iran were made before July 1, 2016, the investment activities in Iran have not been expanded or renewed on or after July 1, 2016, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The City of East Ridge, Tennessee makes a determination that the goods or services are necessary for the City of East Ridge to perform its functions and that, absent such an exemption, the political subdivision will be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.