PROPOSAL CONTRACT
FOR THE CONSTRUCTION OF
Contract No. CNV194

BLEDSOE, BRADLEY, CANNON, CLAY, COFFEE, CUMBERLAND, DEKALB, FENTRESS, FRANKLIN, GRUNDY, HAMILTON, JACKSON, MARION, MCMINN, MEIGS, OVERTON, PICKETT, POLK, PUTNAM, RHEA, SEQUATCHIE, VAN BUREN, WARREN, AND WHITE

Project No. 98200-4177-04 (PIN 114117.11)
The random on-call signing on various Interstate and State Routes.

Project Length - 0.000 miles
Completion Time - On or before 6/30/2022 (See Special Provision 108B)
**INSTRUCTIONS TO BIDDERS**

**BIDS TO BE RECEIVED**

**May 7, 2021**

Bids will be received via the internet until 10:00 A.M. and opened publicly in the Construction Division, Suite 700, James K. Polk Office Building, Nashville, Tennessee, 37243-0326 at that hour. Letting results, along with other resources noted in this document, are available on the Construction Division’s website at [https://www.tn.gov/tdot/tdot-construction-division.html](https://www.tn.gov/tdot/tdot-construction-division.html).

Proposed construction shall be performed in accordance with the Standard Specifications for Road and Bridge Construction of the Tennessee Department of Transportation, dated January 1, 2021, which are incorporated herein by reference and made a part hereof. Any reference to the Standard Specifications dated prior to January 1, 2021 shall be disregarded. In addition, 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 Headquarters Construction Office (615-741-2414). Information received from other offices of the Tennessee Department of Transportation is 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 Tennessee Department of Transportation (Department) that total bids, rather than unit prices, will be posted. Proposals shall be rejected as being irregular if they fail to contain a unit price for each item listed.

After a bidder has submitted a bid via Internet Bidding, it can be withdrawn using the electronic bidding program up until the time set for the opening of bids.

The awarding of the contract or rejection of all proposals will be made within thirty (30) days after the bid opening. Upon award, instructions along with appropriate contract documents will be forwarded to the awarded bidder.

The Tennessee Department of Transportation 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 Tennessee Department of Transportation 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. For more information call: (615) 741-5996.
PREQUALIFICATION OF BIDDERS:

Each prospective bidder and subcontractor will be required to file the “Prequalification Questionnaire” form provided on the Construction Division’s website. 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 Department prior to being given authorization to bid. A prospective subcontractor must be prequalified by and in good standing with the Department prior to being approved as a subcontractor. Each prospective bidder or subcontractor shall notify the Department if there is any subsequent change in the name, organization or contact information provided.

Prospective bidders’ “Prequalification Questionnaire” shall be filed with the Department 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 Department, 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 Department. 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 Department of substantiated evidence of unsatisfactory performance. The Department reserves the right to request additional information and documentation to clarify and/or verify any information submitted in an applicant’s prequalification application.

PRIME CONTRACTOR LICENSING REQUIREMENTS:

The Department shall require that all prime contractors, except mowing and litter removal contractors, are to be licensed with the State of Tennessee, Department of Commerce and Insurance (TDCI), Board for Licensing Contractors (BLC). The prime contractor must be 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)) for the type of work in the project which they will perform. Bidders may submit a proposal without having a license and will be considered for award for twenty-one (21) days after proposals are opened. If the Bidder does not have a license with the TDCI, on or before twenty-one (21) days after proposals are opened, the Bidder will be considered non-responsive and their proposal will be rejected.

SECRETARY OF STATE REQUIREMENTS:

Title 48 of Tenn. Code Ann. 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. This includes being duly incorporated, authorized to transact business, and/or in compliance with other requirements as detailed by the Secretary of State. Please contact the Secretary of State should you have any questions at (615) 741-2286 or visit www.sos.tn.gov/business-services.

The Department will not execute any contracts or approve subcontracts with contractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships, who are not in good standing with the Secretary of State (i.e. have a valid Certificate of Existence/Authorization). If a Bidder is not 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 then the Bidder will be considered non-responsive and their bid will be rejected.
ISSUANCE OF BIDDING DOCUMENTS:

TDOT no longer issues hard copy Proposal Contracts and will only accept internet bids and bid bonds. The internet bid and electronic bid bond executed by the Contractor and their Surety will be considered as a complete bid. All requests for authorization to bid must be submitted on the Bidding Authorization Form provided on the Construction Division’s website. This form must be complete before authorization to bid is given. Bidding authorization will be obtainable until 4:00 P.M. the day before the letting. A charge of $25.00 will be made for each bid that is authorized. Any bid submitted via the Internet that is not authorized will not be considered.

Addenda to the Proposal and amendments to the electronic bidding file will be posted on the Bid Express website. Addenda will be acknowledged by all bidders through the electronic bidding program. It is the bidder’s responsibility to monitor the Bid Express website for Addenda until 4:00 P.M. the day before the letting. The bidder will not be notified by the Department unless Addenda are issued after 4:00 P.M. the day before the letting. Failure to acknowledge receipt of Addendum Letters or to apply any applicable amendments to the electronic bidding file is grounds for rejection.

Standard Specifications for Road and Bridge Construction, Supplemental Specifications, the Bid Authorization Form, and a link to the Standard Drawing Library are available on the Construction Division’s website.

All sales of bid documents, such as Bid Authorization and Standard Specifications, must be paid at the time of purchase. A sales tax of 9.25% will be added to charges when the purchaser is located in-state. 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 to the Construction Division. This request shall be signed by an authorized signatory of each firm. In addition, a Bid Authorization Form must be submitted in the name of the joint venture.

ALTERNATE BID ITEMS:

If the proposal contains an alternate, the Contractor will be required to bid on only one alternate for each set of alternate items. The proper procedure for entering alternate bids is to enter prices for the intended alternate item(s) of construction and leave the undesired alternate item(s) of construction blank.

CERTIFICATION REGARDING SUBCONTRACTOR BID QUOTES:

The apparent low bidder for each project must provide a list of all subcontractors who provided a quote to perform work. The list shall be provided electronically on the TDOT form “Certification Regarding Subcontractor Bid Quotes” (Bidders List). The apparent low bidder shall submit this form before the close of business (4:30 PM, Central Time) five (5) calendar days after the date on which bids are required to be submitted (e.g., if bids are required to be submitted on a Friday, then the completed form is due by 4:30 PM on the following Wednesday). Emergency contracts will not require a bidders list. Failure to complete and submit this form within the time period required may result in the rejection of the bid.
**BID GUARANTY:**

Each bid must be accompanied by an electronic bid bond or a Cashier’s or Certified Check made payable to the Department of Transportation, or Irrevocable Letter of Credit naming the Department as beneficiary (for Mowing and Litter projects only), in an amount equaling not less than five percent (5%) of the amount bid.

If the bidder’s bond is offered as guaranty, the bond must be submitted electronically via Internet Bidding, must be made by a surety company qualified and authorized to transact business in the State of Tennessee and must be acceptable to the Department.

If a check is offered as guaranty, the check must be in the Department’s possession by 10:00 A.M. the day of the bid opening and must be attached to the signed Proposal Guarantee form, which is available for printing on the Construction Division’s website. The check of the successful bidder will be cashable at the discretion of the Commissioner, pending the satisfactory execution and acceptance of the contract and the contract bond.

Mowing and Litter Projects Only: If an Irrevocable Letter of Credit is offered as guaranty, the Proposal Guaranty Irrevocable Letter of Credit, which is also available on the Construction Division’s website, must be signed by an authorized official of an authorized financial institution and in the Department’s possession by 10:00 A.M. the day of the bid opening.

Clay Bright
Commissioner

The following information applies to Federal-Aid construction projects:

**NOTICE TO ALL BIDDERS:**

To report bid rigging activities call:

1-800-424-9071

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

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

**Proposal**

**Proposal Certification**

**Proposal Guaranty Bond**

**Proposal Guarantee**

**Contract**

**Contract Payment and Performance Bond**

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**Attention**

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

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

REGARDING

PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Installation of telecommunication and video surveillance equipment, services or systems shall contain no components from providers as listed in Title 2 Code of Federal Regulations (CFR) Part 200.216.

The prohibition on certain telecommunication and video surveillance services or equipment regulation in Title 2 CFR 200.216 shall apply to this contract. Take all necessary and reasonable steps in accordance with Title 2 CFR 200.216 to ensure that no prohibited telecommunication and video surveillance services or equipment are included in any of the work in this contract. As defined in Title 2 CFR 200.471, the regulation provides clarity that the telecommunications and video surveillance costs associated with Title 2 CFR 200.216 are unallowable for services and equipment from the providers.

It is prohibited from installing equipment, services, or systems that use covered telecommunications equipment or services from providers described in section 889 of the National Defense Authorization Act for Fiscal Year 2019 (NDAA 2019).

As described in section 889 of the NDAA 2019, “covered telecommunications equipment or services” means:

- Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term “covered foreign country” means the People’s Republic of China.

Any prohibited equipment installed must be removed and replaced at the contactor’s expense with acceptable equipment.
All work shall be completed in its entirety on or before the completion date listed on the cover of this proposal contract. If a work order is issued that extends the contract beyond the completion date, the extended date shall become the project completion date.

All work in each call-out shall be completed in its entirety within the time allotted per the notification to begin work. In the event the Contractor does not complete all of the work included in a call-out within the time allotted from the notification, the Department will make a deduction of five hundred dollars ($500.00) from monies due the Contractor for each calendar day that any work in the call-out remains incomplete, not as a penalty, but as liquidated damages. Liquidated damages, when applicable, will be applied independently to each call-out.

The deduction of liquidated damages from monies due the Contractor for failure to complete all work included in a call-out within the time allotted from notification shall continue either: (1) until completion of the on-call work by the Contractor or (2) through expiration of the seven day notice period issued by the Department when the work is performed by the Department or by others.

For on call-out work performed by the Department or by others after due notice, the Department will deduct the costs of such work from monies due or to become due the Contractor. If the cost of having the work performed by the Department or by others exceeds the amount which would have been payable under the contract for performance of the work, the Contractor and/or the Surety shall be liable and shall pay the Department the amount of such excess. In addition liquidated damages shall be deducted as provide herein.

As a further action, the Engineer may proceed as provided under Subsection 108.10.

Subsection 108.09 will not apply to this contract.
CERTIFICATION REGARDING
DEBARTMENT, 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.

Where the prospective Primary and/or Lower Tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(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.
SPECIAL PROVISION
REGARDING
LABOR (STATE PROJECTS ONLY)

The contractor will be required to comply with the provisions of Title 12, Chapter 4, Part 4, Tennessee Code Annotated, relative to payment of prevailing wages and also the following rules and regulations as established by the Tennessee Department of Labor:

1. Classify all laborers and mechanics conformably with schedule of classification in the contract.

2. Apprentices may be employed only under a bona fide apprenticeship program, registered with the Bureau of Apprenticeship, U.S. Department of Labor.

3. Wages rates must be posted in a prominent place on the site of construction and must be made available to all mechanics and laborers employed on the project at all times.

4. Pay all laborers and mechanics unconditionally and not less often than once each week the full wages earned.

5. Pay hourly rates which are not less than those listed for the class of labor being employed.

6. Pay overtime compensation as required by any applicable federal or state laws, rules or regulations.

7. Make no deductions from wages other than those authorized by law.

8. The contractor shall submit each week in which any contract work is performed a certified copy of all payrolls to the contracting agency. The address and social security number of each employee shall be shown the first time the employee appears on a payroll, and on any subsequent payroll when the employee's address changes.

The certifications will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Commissioner of Labor, and that the classifications set forth for each laborer and mechanic conform with the work performed. The contractor will make his employment records available for inspection by representatives of the contracting agency and the Department of Labor, and will permit such representatives to interview employees during working hours on a project.

Failure to submit payrolls within one week or to resubmit corrected payrolls within one week after notification may be reason to withhold progress payments.
The rates of pay for each classification of labor employees on this project as set out by the Labor Department of the State of Tennessee and made a part of this proposal contract, shall remain unchanged for the life of this contract.

Watchman and clerical employees are not to be covered by the Wage Scale, therefore, may be paid at or above the National Wage and Hour Law Rates.
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 handicap, race, religion, national origin or sex 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.
### 2021 Minimum Wage Scales for State Funded Construction

**January 1, 2021**

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<tr>
<th>Classification (English)</th>
<th>Classification (Spanish)</th>
<th>Basic Hourly Rates</th>
<th>Craft No.</th>
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<tr>
<td>Blaster</td>
<td>Proveedor do Explosivos</td>
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<tr>
<td>Bricklayer</td>
<td>Ladrillero</td>
<td>17.45</td>
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<td>Carpenter / Leadsperson</td>
<td>Carpintero o Líder</td>
<td>21.44</td>
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<td>Class &quot;A&quot; Operators</td>
<td>Operador Clase A</td>
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<td>Class &quot;B&quot; Operators</td>
<td>Operador Clase B</td>
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<td>Class &quot;C&quot; Operators</td>
<td>Operador Clase C</td>
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<td>Class &quot;D&quot; Operators</td>
<td>Operador Clase D</td>
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<td>Concrete Finisher</td>
<td>Terminador de Cemento</td>
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<td>Drill Operator (Caisson)</td>
<td>Operador de Perforadora</td>
<td>36.31</td>
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<td>Electrician</td>
<td>Electricista</td>
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<td>Farm Tractor Operator (Power Broom)</td>
<td>Operador de Tractor de Rancho</td>
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<tr>
<td>Ironworkers (Reinforcing)</td>
<td>Herrero</td>
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<td>Ironworkers (Structural)</td>
<td>Herrero de Estructura</td>
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<td>Large Crane Operator</td>
<td>Operador de la Grua</td>
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<tr>
<td>Mechanic (Class I) Heavy Duty</td>
<td>Mecanico Clase I</td>
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<td>Mechanic (Class II) Light Duty</td>
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<td>Painter / Sandblaster</td>
<td>Pintor o Lajador</td>
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<td>Skilled Laborer</td>
<td>Obrero Diestro</td>
<td>18.76</td>
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<td>Survey Instrument Operator</td>
<td>Operador de Agrimensor</td>
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<td>Sweeping Machine (Vacuum) Operator</td>
<td>Operador de Barredora</td>
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<td>Unskilled Laborer</td>
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<td>Worksite Traffic Coordinator</td>
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<td>SKILLED LABORER:</td>
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<td>Air Tool Operator, Asphalt Raker, Chain Saw Operator, Concrete Mixer Operator (less than 1 yard), Concrete Rubber/Edger, Fence Erector, Form Setter (Steel Road), Guardrail Erector, Mechanic's Helper (Tire Changer or Oil), Mortar Mixer, Nozzelman or Gun Operator (Gunite), *Pipelayer, Sign Erector</td>
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<td>CLASS &quot;A&quot; OPERATORS:</td>
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<tr>
<td>Backhoe/Hydraulic Excavator (3/4 yard and over), Crane (less than 20 tons see Crane Operator below), End Loader (3 yards and over), Motor Patrol (Finish), Pile Driver, Dragline</td>
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<tr>
<td>CLASS &quot;B&quot; OPERATORS:</td>
<td>05</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backhoe/Hydraulic Excavator (less than 3/4 yard), Bull Dozer or Push Dozer, End Loader (less than 3 yards), Motor Patrol (Rough), Tractor (Crawler/Utility), Scraper, Shovel, Trenching Machine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS &quot;C&quot; OPERATORS:</td>
<td>06</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt Paver, Concrete Finishing Machine, Concrete Paver, Scale, Spreader (Self-Propelled), Concrete Grinder, Asphalt Milling Machine, Boring Machine Operator (Horizontal)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CLASS &quot;D&quot; OPERATORS:</td>
<td>07</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bobcat, Central Mixing Plant, Concrete Pump, Concrete Saw, Curb Machine (Automatic or Manual), Dozer or Loader (Stockpile), Drill (Piling), Mulcher or Seeder, Rock Drill (Truck Mounted), Roller (Asphalt), Roller (Compaction Self-Propelled), Soil Stabilization Machine, Tractor (Boom &amp; Hoist), Bituminous Distributor Machine, Pump, Track Drill, Striping Machine Operator, Ditch Paving Machine</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CRANE OPERATOR:</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Means one who operates boom-type equipment equal to or greater than 20 tons to hoist and move materials, raise and lower heavy weights and perform other related operations; may oil, grease or otherwise service and make necessary adjustments to equipment as needed; and may perform other related duties. (Note: The equipment is used for such work as pouring concrete and setting steel. This work is subject to strict inspection and must conform closely to specifications. The equipment may also be used for other miscellaneous tasks for which crane or stick-type equipment is required which may include hoist operations and pile driving operations.)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Skilled Laborer - Pipelayer Classification

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

AND

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

OR

(b) which involves the construction or upgrading of industrial parks or sites and is located outside the five foot limitation.
The classification of pipelayer shall be applicable and the description of work under this classification shall be as follows:

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

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

Additional Information:
Wage Rates:  [http://www.tennessee.gov/labor-wfd/prevail.html](http://www.tennessee.gov/labor-wfd/prevail.html)

Poster Page:  [http://www.state.tn.us/labor-wfd/poster.htm](http://www.state.tn.us/labor-wfd/poster.htm)

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

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

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

Description  The scope of this contract is to furnish, fabricate and erect, in place, all materials necessary to complete the installation or repair of extruded panel or flat sheet signs specified by the Engineer. The locations designated for sign work will be on various routes in Region 2. Estimated quantities for work will be specified by the Engineer for each call-out. A $2,000 minimum work order, based on estimated quantities, will be required for each call-out.

Materials  Materials used in the installation and repair of signs shall conform to the requirements of the Standard Specifications and Supplemental Specifications for the items pertaining to this contract.

All sign and support materials which are removed to facilitate installation or repair are to become the property of the contractor and removed from State right-of-way.

All sign sheeting to be used under this contract shall be Type III micro-prismatic or better for all signs.

Construction Requirements  All work shall comply with the January 1st, 2021 edition of the Standard Specifications for Road and Bridge Construction, all its supplements and as modified within these Special Notes.

The Department reserves the right to perform sign installation and repair with its own forces or by construction contracts within the limits of this contract. In addition, these specifications, and orders issued by the Engineer relative to the work, describe acts, which in many cases if not promptly performed by the contractor, may result in danger to life or property and loss to the Department. In the event the contractor fails to complete all of the work required under any call-out within the time allotted from notification, the Department reserves the right for the Engineer, on seven days written notice, to have the necessary work performed by the Department or by others.

The contractor will be required to complete new sign installations or existing sign repair within 75 calendar days of notification for a call-out estimate less than $30,000. For a call-out estimate between $30,000 and $60,000 the contractor will be required to complete the work in 90 calendar days. For a call-out estimate that exceeds $60,000 the contractor will be required to complete the work in 105 calendar days. The contractor’s allotted time shall end when the Engineer signs off that the call-out work has been satisfactorily completed or when the calendar days expire, whichever comes first. Failure of the contractor to promptly perform the work may result in the work being performed by others at the contractor's expense in accordance with Special Provision 108B.

Item number 713-16.90, Reset Ground Mounted Sign, is intended for ground-mounted signs that have been knocked down and have no structural damage. All sign locations that require resetting will be provided to the contractor and shall be reset within fifteen (15) calendar days of contractor receipt.

The location and placement of all signs shall be approved by the Engineer prior to the commencement of any work.

All sign messages and symbols shall conform to the most recent and up-to-date copies of Standard Highway Signs and the Tennessee Supplement to Standard Highway Signs. Copies of the most recent
documents may be obtained from the Traffic Engineering Office, 1200 James K. Polk Building, Nashville, TN 37243-0333; phone 615/741-2466.

All sign sizes shall be "freeway" as defined in the above referenced publications unless otherwise noted on the sign schedule.

All signs with a "TN" designation are found in the Tennessee Supplement to Standard Highway Signs.

The Engineer will provide the contractor with layout drawings of all signs that do not appear in the above publications, showing letter, shield, arrow and border sizes and vertical and horizontal spacing of the sign message. These drawings will be supplied with the work orders or initially as a complete set. Completed sign layouts shall conform to all aspects of these drawings.

The letters, numerals, arrows, borders and symbols on all flat sheet signs shall be applied by the screening or overlay film process, except cut-out direct applied copy may be used on all guide signs. The letters, digits, arrows, borders, shields and alphabet accessories on all extruded panel signs shall be demountable and attached to the sign face as outlined in the standard specifications. The letters, digits, arrows, borders, shields and alphabet accessories on all overlay panel signs shall be direct applied. The cost for all letters, digits, arrows, borders, shields and alphabet accessories shall be included in Item Nos. 713-13.12 and 713-14.

All material splices shall be turned down so that water and dirt will flow away from the broken cells rather than accumulate in them.

The contractor will be required to straighten or replace all existing extruded panels that are bent prior to overlaying. See Basis of Payment.

The sign message shall be installed with the proper number of rivets as recommended by the manufacturer of the reflective sheeting. The excessive use of rivets will not be permitted.

All overlay panels are to be installed in proper order to insure color match of the reflective sheeting. The aluminum sheets shall be cut true and butted together not overlapped. The maximum allowable tolerance between any two panels shall not be more than 1/16 inch. The final attachment of the overlay panels is to be made by placing the sign message. Any open edges remaining are to be riveted at one foot intervals after the sign message is installed.

The contractor may overlay signs in-place or remove, overlay, and then reinstall them.

All existing demountable copy shall be removed before overlays are installed. If the existing sign has been previously overlaid, the overlay is to be removed. All copy and old overlays are to become the property of the contractor and removed from State right-of-way.

The contractor may be required to cut off existing extruded panels in the field before overlaying. See Basis of Payment.

The contractor may be required to furnish extruded panels to be used to enlarge existing signs or replace existing panels in poor condition for existing signs that are to be overlaid. Used panels in good condition will be acceptable. See Basis of Payment.

The contractor will be required to furnish and install post clips, if needed. Post clips shall be required at each connection point on extruded panel signs.
Where panels are added to a sign before overlaying and auxiliary supports are used to attach the sign, the sign shall be positioned having its original ground clearance unless otherwise noted.

Exit panels shall be overlaid with a single panel except where they are the same width as the sign; then they will be overlaid with the entire sign.

Sign footings shall be removed 6" below the ground line.

All flat sheet signs shall be removed as outlined on the sign schedule at the same time the new signs are being installed to prevent duplication and confusion to the motorist.

All flat sheet aluminum signs with a horizontal dimension of 30" and less shall be 0.080" thick. Those with a horizontal dimension greater than 30" shall be 0.100" thick.

The contractor shall plan his work schedule so that if an advance sign for an interchange is down, the exit direction sign shall be in place and visa-versa.

Once repairs begin on a sign the sign shall be returned to service condition standing in place by the end of the work day. Service condition standing in place means the sign is serving its intended purpose and is in its proper location with respect to vehicular traffic.

Once a sign and supports have been installed, the contractor will not be required to replace them at his own expense if they are damaged due to some outside force.

The contractor will not be permitted to park his equipment nor store materials within 30 feet of the roadway at night or on weekends.

The location of utilities may not be provided in the call-out documentation. Therefore in accordance with Section 705.06 of the Standard Specification the Contractor shall be responsible for notifying each utility owner of the intended plan of operation by calling Tennessee One-Call at 1-800-351-1111, and ensuring that utilities within the designated project limits have been properly located and marked prior to beginning work. The contractor should adjust sign locations to avoid conflict with existing utilities.

Nothing in the special provisions shall relieve the contractor of his responsibilities toward the safety and convenience of the general public and the residents along the highway.

Details for sign mounts on concrete median barriers can be found on standard traffic operations drawing T-S-21.

**Traffic Control**  
The Contractor shall establish and maintain traffic control work zones and all traffic control devices according to these notes, the State of Tennessee currently adopted edition of the Manual on Uniform Traffic Control Devices (MUTCD) defined under the Rules of Tennessee Department of Transportation Chapter 1680-3-1, and the Standard Specifications.

Arrow boards utilized for traffic control under this contract shall be “Type C” flashing boards as defined in the MUTCD or an approved equivalent (see Std. Dwg. T-WZ-FAB1).

Lane closures are required for the installation or repair of all overhead, cantilever, bridge, and barrier mounted signs. All ramp and lane closures including traffic control for mobile operations must be requested by the Contractor and approved in advance by the Engineer. All requests shall be made a minimum of seven (7) days in advance of the anticipated work for work orders. Since lane closures are
scheduled and approved in advance, if the Engineer determines that work cannot commence as scheduled, call-out time should be suspended until a future lane closure can be scheduled and approved.

All work including the set-up and removal of traffic control work zones shall only be allowed as scheduled and approved by the Engineer. The approved working schedule shall be determined using the table below based on the roadway classification and ADT for the work required in each roadway segment. No scheduled work or closures of any type shall be allowed during holidays or holiday weekends as specified in section 104.04 of the Standard and Supplemental Specifications.

<table>
<thead>
<tr>
<th>Roadway Classification</th>
<th>Roadway ADT</th>
<th>Working Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interstate and Access Controlled Highways*</td>
<td>ADT ≥ 25,000</td>
<td>8:00 PM – 6:00 AM</td>
</tr>
<tr>
<td></td>
<td>ADT &lt; 25,000</td>
<td>8:00 PM – 6:00 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9:00 AM – 3:00 PM</td>
</tr>
<tr>
<td>Multi-lane Highways (# of lanes &gt;2)*</td>
<td>ADT ≥ 25,000</td>
<td>8:00 PM – 6:00 AM</td>
</tr>
<tr>
<td></td>
<td>ADT ≤ 25,000</td>
<td>8:00 PM – 6:00 AM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9:00 AM – 3:00 PM</td>
</tr>
<tr>
<td></td>
<td>ADT &lt; 10,000</td>
<td>No Working Restrictions</td>
</tr>
<tr>
<td>Two Lane Highways (One lane in each direction)*</td>
<td>ADT ≥ 25,000</td>
<td>8:00 PM – 6:00 AM</td>
</tr>
<tr>
<td></td>
<td>ADT ≤ 5,000</td>
<td>8:00 PM – 6:00 AM</td>
</tr>
<tr>
<td></td>
<td>ADT &lt; 5,000</td>
<td>9:00 AM – 3:00 PM</td>
</tr>
<tr>
<td></td>
<td></td>
<td>No Working Restrictions</td>
</tr>
</tbody>
</table>

*Work requiring the use of shoulder closures (only) will be allowed between 9AM -3PM

Signs and channelizing devices for lane closures shall be erected immediately before work begins each day and shall be removed at the end of work each day to permit traffic to have unrestricted use of all traffic lanes when work is not in progress.

**Truck Mounted Attenuator with Mounted Message Board**

The following truck shall be utilized on all Interstate and Access Controlled Highways with ADT ≥ 25,000 ADT.

1. A truck mounted attenuator that meets the requirements of and be listed on the Department’s Qualified Products List. The attenuator truck cab & chassis must meet and/or exceed manufacturers recommended gross vehicle weight (GVW) requirements.
2. Four (4) strobe lights (with auto-dimmers) positioned rear facing
   a. Two (2) mounted under rear bumper
   b. Two (2) mounted at cab level
3. One (1) standard cab mounted light bar.
4. A truck mounted message board with a full matrix display and a minimum panel size of 72” W x 35” H mounted as per manufacturer specifications and in accordance with Sections 2L.04 and 6F.60 of the MUTCD for Portable Changeable Message signs
5. All Queue truck operators shall have the following mandatory training:
   a. Four Hour National Traffic Incident Management (TIM) Responder Training for Queue Truck Operators, or
   b. Approved equal training program developed by ATSSA, or

**Basis of Payment**

Any and all quantities that appear herein are strictly estimates used for bidding purposes only and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed during the term of this contract. The Contractor shall verify in the field all
dimensions, materials, and quantities shown in the estimate and notify the Engineer of any discrepancy with the work order before ordering material.

The accepted quantities of work will be paid for at the contract unit price bid for each item shown in the plans. The price shall be full compensation for all sign work as directed by the Engineer, including the furnishing of all labor, tools, equipment and incidentals to satisfactorily complete the work.

Mobilization costs for the sign work in this contract shall be included in the unit price bid for other items of work.

For concrete barrier mounted sign supports all costs for base plate(s), anchor bolts, and the welding to attach sign post shall be paid using Item No.713-30.09 or 713-30.10. The sign post for this type of installation shall be paid per pound using Item No. 713-11.02 for perforated square tube post or 713-11.05 for square tube post. Refer to Special Detail for signs mounts on concrete median barriers below.

The costs associated with cutting off, straightening, and/or replacing all existing extruded panels that are bent prior to overlaying are to be included in the unit price bid for other items of work.

The cost of furnishing and installing new or used panels to enlarge existing signs or replace existing panels in poor condition for existing signs to be overlaid shall be included in item 713-15.38.

All cost for shoulder work traffic control shall be included in unit prices bid on other items of work. Payment will be made for each lane closure, subject to the following:

(a) Only one lane closure payment will be made for lane closures erected at a single work site in a single day. Payment for lane closures will be made using Item No. 712-01.02 for daytime closures and Item No. 712-01.03 for night closures.
## ESTIMATED MAINTENANCE QUANTITIES

<table>
<thead>
<tr>
<th><strong>ITEM NO.</strong></th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>712-01.02</td>
<td>LANE CLOSURE</td>
<td>EACH</td>
<td>15</td>
</tr>
<tr>
<td>712-01.03</td>
<td>LANE CLOSURE (NIGHT WORK)</td>
<td>EACH</td>
<td>4</td>
</tr>
<tr>
<td>712-08.03</td>
<td>ARROW BOARD (TYPE C)</td>
<td>EACH</td>
<td>7</td>
</tr>
<tr>
<td>712-08.20</td>
<td>TRUCK MOUNTED ATTENUATOR W/MESSAGE BOARD</td>
<td>DAY</td>
<td>24</td>
</tr>
<tr>
<td>713-01.01</td>
<td>CLASS A CONCRETE (FOUNDATION FOR SIGN SUPPORTS)</td>
<td>C.Y.</td>
<td>9</td>
</tr>
<tr>
<td>713-01.02</td>
<td>STEEL BAR REINFORCEMENT (FOUNDATION FOR SIGN SUPPORTS)</td>
<td>LB.</td>
<td>2400</td>
</tr>
<tr>
<td>713-04.02</td>
<td>STEEL I-BEAMS &amp; W-F BEAMS FOR SIGN SUPPORTS</td>
<td>LB.</td>
<td>3000</td>
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<tr>
<td>713-06</td>
<td>STEEL I-BEAMS &amp; W-F-BEAMS(BREAKAWAY) SIGN SUPPORT</td>
<td>LB.</td>
<td>12500</td>
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<tr>
<td>713-11.02</td>
<td>PERFORATED/KNOCKOUT SQUARE TUBE POST</td>
<td>LB.</td>
<td>23</td>
</tr>
<tr>
<td>713-11.05</td>
<td>SQUARE TUBE SIGN SUPPORT</td>
<td>LB.</td>
<td>10</td>
</tr>
<tr>
<td>713-13.02</td>
<td>FLAT SHEET ALUMINUM SIGNS (0.080&quot; THICK)</td>
<td>S.F.</td>
<td>30</td>
</tr>
<tr>
<td>713-13.03</td>
<td>FLAT SHEET ALUMINUM SIGNS (0.100&quot; THICK)</td>
<td>S.F.</td>
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<tr>
<td>713-13.12</td>
<td>FLAT SHEET ALUM SIGNS OVERLAY (0.080&quot; THICK)</td>
<td>S.F.</td>
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<td>713-13.14</td>
<td>FLORESCENT YELLOW SIGN SHEETING</td>
<td>S.F.</td>
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<td>713-14</td>
<td>EXTRUDED ALUMINUM PANEL SIGNS</td>
<td>S.F.</td>
<td>2600</td>
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<tr>
<td>713-15.01</td>
<td>REMOVAL OF EXISTING SIGN POST</td>
<td>EACH</td>
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<tr>
<td>713-15.03</td>
<td>RMVL OF LG BARRIER MOUNT SGNS W/SDL SUP</td>
<td>EACH</td>
<td>30</td>
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<tr>
<td>713-15.10</td>
<td>RMVL OF SM BARRIER MOUNT SGN W/FL PL</td>
<td>EACH</td>
<td>30</td>
</tr>
<tr>
<td>1  713-15.36</td>
<td>REMOVE SIGN, SUPPORT &amp; FOOTING</td>
<td>EACH</td>
<td>8</td>
</tr>
<tr>
<td>2  713-15.37</td>
<td>INSTALLATION OF SIGN MESSAGE(LETTER,#,ARROW,SHIELD)</td>
<td>S.F.</td>
<td>15</td>
</tr>
<tr>
<td>3  713-15.38</td>
<td>EXTRUDED ALUMINUM PANELS FOR OVERLAYING BACKGROUND</td>
<td>S.F.</td>
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<tr>
<td>4  713-16.90</td>
<td>RESET GROUND MOUNTED SIGN</td>
<td>EACH</td>
<td>10</td>
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<tr>
<td>713-17.02</td>
<td>INSTALL AUXILIARY SUPPORT FOR EXIT NUMBER PANEL</td>
<td>EACH</td>
<td>5</td>
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<tr>
<td>713-17.04</td>
<td>INSTALL AUXILIARY SUPPORT ON EXISTING SIGN</td>
<td>L.F.</td>
<td>60</td>
</tr>
<tr>
<td>5  713-20.30</td>
<td>SIGN ADJUSTMENTS</td>
<td>EACH</td>
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<td>6  713-30.09</td>
<td>BARRIER MOUNTED SIGN SUPPORT (SADDLE)</td>
<td>EACH</td>
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<tr>
<td>7  713-30.10</td>
<td>BARRIER MOUNTED SIGN SUPPORT (PERF/KNOCKOUT)</td>
<td>EACH</td>
<td>2</td>
</tr>
</tbody>
</table>

**FOOTNOTES:**

1. All legend will be paid for by the square foot, using the maximum dimension, height and width, for each individual letter, numeral, arrow, shield, etc.

2. Used panels in good condition are acceptable.

3. Steel beams for replacement of ground mount sign supports above hinge. To include any hardware required for installation. New supports shall be attached to existing overhead trusses and shall be paid for under item 713-04.02.

4. Adjustments may include but are not limited to any of the following when no new material is required: removal of sign message, removal of auxiliary support, removal of extruded panel, relocating sign to different supports, relocating sign & supports above hinge to different location, etc. Where adjustments are interrelated there will be only one payment per sign.
5. To include installation and all associated hardware.

6. This is also to include the price for sign removal if needed.


8. Includes all cost for labor and materials necessary to install base plate on top of median barrier walls, including all necessary hardware and grout.
DIRECTIONAL RAMP SIGNING
SINGLE SIGNING MOUNTED ON BRIDGE PARAPET w/HANDRAIL
SUPPORT TO BE AS SHOWN OR APPROVED EQUAL

NOTE: BRIDGES WITHOUT HANDRAILS USE SAME DETAIL w/SUPPORTS AS SIGN MOUNTED CONC. MEL. BARRIER.

AFTER UNIT IS FABRICATED IT SHALL BE GALVANIZED PER ASTM A123.

Item No. 713-30.08
Item No. 713-30.08

1/4" DIA.

1 1/2" x 1 1/2" PERFORATED/KNOCKOUT ø 1.702 LBS./FT.

1/4" PLATE

CONCRETE EXPANSION
3/4" ANCHOR & BOLT
4" LONG

MAIN LINE
MOUNTED ON BRIDGE PARAPET w/HANDRAIL
SUPPORT TO BE AS SHOWN OR APPROVED EQUAL

NOTE: BRIDGES WITHOUT HANDRAILS USE SAME DETAIL w/SUPPORTS AS SIGN MOUNTED CONC. MED. BARRIER.

AFTER UNIT IS FABRICATED IT SHALL BE GALVANIZED PER ASTM A123.

4'-0"

1 1/2" x 1 1/2" PERFORATED/KNOCKOUT ø 1.702 LBS./FT.

2'-0"

3/4"

4'-3"

CONCRETE EXPANSION
3/4" ANCHOR & BOLT
4" LONG

MAIN LINE
SIGNS MOUNTED ON CONC. MED. BARRIER
MOUNTED BACK TO BACK.
SUPPORT TO BE AS SHOWN OR APPROVED EQUAL

NOTE: AFTER UNIT IS FABRICATED IT SHALL BE GALVANIZED PER ASTM A123.

NOTE FOR ALL SUPPORTS: ANY NEWLY EXPOSED STEEL SURFACE SHALL BE TOUCHED UP ACCORDING TO SECTION 713.04(b) OF THE STANDARD SPECIFICATIONS.
Tennessee Department of Transportation

Letting ID: 20210507
05/07/2021 10:00:00 AM

Contract ID: CNV194
Call: 006
Bid Bond

☐ Only check this box if submitting an official bank check as guaranty (If a check is offered as guaranty, the check must be in the Department's possession by 10:00 A.M. the day of the bid opening and must be attached to the signed Proposal Guarantee Form. The Proposal Guarantee Form is downloadable from the TDOT website. If an Electronic Bid Bond is submitted below as guaranty, the bidder accepts the terms of the State of Tennessee Department of Transportation Proposal Bond contained in the Proposal Contract.)

Bond ID: STN21730681
Surety Registry Co.: Surety2000

The fields below should be automatically populated once the bond is verified.

Bond Form: Bid Bond in Accordance with Contract Specifications
Contract No: CNV194
Principal: Superior Traffic Control, LLC
Surety: Boston Indemnity Company, Inc./Great Midwest Insurance Company
Bond Pct: 5
Max Bond Amnt:
Executed by:
Execution Date: 04/21/2021 01:51:05 PM
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<tr>
<th>Line Number</th>
<th>Item Number</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Extension Price</th>
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<tr>
<td>Section 0001 MAINTENANCE</td>
<td></td>
<td></td>
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<tr>
<td>0010</td>
<td>712-01.02</td>
<td>15.000</td>
<td>EACH</td>
<td>$275.0000</td>
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<td>LANE CLOSURE</td>
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<td>0020</td>
<td>712-01.03</td>
<td>4.000</td>
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<td>$1,200.0000</td>
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<td>LANE CLOSURE (NIGHT WORK)</td>
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<td>0030</td>
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<td>7.000</td>
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Section 0001 Total: $186,004.70

Item Total: $186,004.70
TENNESSEE DEPARTMENT OF TRANSPORTATION

ADDENDUM LETTER ACKNOWLEDGEMENT

All Addendum Letters will be posted on the Bid Express website. It is the bidder's responsibility to monitor the Bid Express website until 4:00 P.M. the day before the letting. The bidder WILL NOT be notified by the Department unless Addenda are issued after 4:00 P.M. the day before the letting. By signing this bid with a digital signature, the bidder acknowledges that any and all Addenda have been considered in this bid.

ADDITIONAL ACKNOWLEDGEMENTS: By signing this bid with a digital signature, the bidder and surety acknowledge that, if awarded this contract, the Proposal Contract and Addenda posted on TDOT's Bid Express webpage at the time of the letting are the same documents that will be executed electronically by reference when signing the Contract and the Contract Payment and Performance Bond and agree that the documents are incorporated by reference with the same force and effect as if attached.

In addition, the bidder acknowledges the contract between the parties consist of the following, all of which constitute one instrument:

(a) Instructions to Bidders
(b) Proposal Contract Book (Posted to TDOT's Bid Express webpage)
(c) Addenda (Posted to TDOT's Bid Express webpage)
(d) All additional project specific information provided (Posted to TDOT's Bid Express webpage)
(e) Contract Payment and Performance Bond (or Irrevocable Letter of Credit, for mowing contracts)
(f) Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2015 Edition
(g) Supplemental Specifications
(h) Special Provisions
(i) Contract Plans, revisions and additions
(j) Tennessee Department of Transportation Standard Drawings

INTERNET BIDDING CERTIFICATION

By signing this bid with a digital signature, which is considered a valid binding signature, the bidder certifies to the below under penalty of perjury:
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Where the prospective Primary/Lower Tier participant is unable to certify to any of the statements in the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary/Lower Tier Covered Transactions contained in the Proposal Contract, such prospective participant shall explain below:

CAD PLAN FILES DISCLAIMER AND LIMITATION OF LIABILITY AGREEMENT

By signing this bid with a digital signature, which is considered a valid and binding signature, the bidder accepts the terms and conditions below regarding the use of the CAD plan files posted on the TDOT Construction Division website:

The Tennessee Department of Transportation (TDOT) is committed to providing electronic access to files. TDOT does not possess a staff that is available to provide technical support to outside parties who receive CAD files. It is important, therefore, that all potential users of these files read the following disclaimer and accept its terms as prerequisite to the use of the files.

1. TDOT makes no warranty of any kind, express or implied, with respect to the file(s) subject to this agreement, and specifically makes no warranty that said file(s) shall be fit for any particular purpose. Furthermore, any description of said file(s) shall not be deemed to create an express warranty that such file(s) shall conform to said description.

2. Receiver assumes all risk and liability for any losses, damages, claims or expenses resulting from the use or possession of any file(s) furnished by TDOT pursuant to this agreement.

3. Receiver agrees to indemnify, defend and hold harmless TDOT, its officers, agents, and employees from and against any and all claims, suits, losses, damages and costs, including reasonable attorney's fees, arising from or by reason of receiver's use or possession with respect to any of the file(s) furnished by TDOT pursuant to this agreement, and such indemnification shall survive acceptance of said file(s) by receiver.
4. All design files are MicroStation drawing files (*.dgn). Receiver agrees that TDOT cannot provide the file(s) in other file formats and agrees to accept the files(s) in the format provided. Receiver agrees that TDOT cannot be held responsible for problems arising from files which have been converted for use in non-native applications (e.g. MicroStation design files to Autocad).

5. Since revisions or additions to the design file(s) may occur at any time, the receiver agrees to indemnify, defend and hold harmless TDOT, its officers, agents, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated design files, and such indemnification shall survive acceptance of said file(s) by receiver.

6. The design file(s) are copyrighted by the Tennessee Department of Transportation and may not be resold.

7. These terms and conditions constitute the complete and final agreement of the parties hereto.
By submitting this Proposal, the bidder represents that it has carefully examined the site of the work described herein, has become familiar with local conditions and the character and extent of the work; has carefully examined the Plans, the Standard Specifications for Road and Bridge Construction (January 1, 2021) adopted by the State of Tennessee, Department of Transportation, with subsequent revisions which are acknowledged to be a part of this Proposal, the Special Provisions, the Proposal Form, the Form of Contract, and the Form of Contract Payment and Performance Bond (or the Form of Contract Performance Irrevocable Letter of Credit, for mowing contracts); and thoroughly understands their stipulations, requirements, and provisions.

The 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 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 therefor 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 Department 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 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 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 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 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 (or Contract Payment and Performance Irrevocable Letter of Credit, for mowing contracts only) within ten days after receipt of notice of the award. The bidder must execute the required documents by affixing an electronic signature to each document through the electronic signature process provided by the Department. The bidder submits herewith the required Proposal guaranty (or Proposal Irrevocable Letter of Credit, for mowing contracts only) in an amount of not less than five per cent of the total amount of the Proposal offered and agrees and consents that the Proposal guaranty (or Proposal Irrevocable Letter of Credit) shall immediately be at the disposal of the Department, not as a penalty, but as an agreed liquidated damage if the required Contract and Contract Payment and Performance Bond (or Irrevocable Letter of Credit) are not electronically executed within ten days from receipt of the notice of award.

By submitting this Proposal, the bidder, if awarded the contract, hereby agrees to register with the plans collaboration software designated by the Department prior to the Preconstruction Meeting. The bidder further agrees that correspondence related to project or plans revisions and any request for information (RFI) will be communicated through this tool once work begins, excluding no plans contracts.

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:

NOTE: This Proposal is electronically signed with submittal of the electronic bid. See Project Bids, Miscellaneous Data, Internet Bidding Certification, Item A.
PROPOSAL CERTIFICATION

The bidder, being first duly sworn, certifies 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 bidder further certifies that it 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.

NOTE: This Proposal Certification is digitally signed with submittal of the electronic bid. See Project Bids, Miscellaneous Data, Internet Bidding Certification, Item B.
STATE OF TENNESSEE

DEPARTMENT OF TRANSPORTATION

PROPOSAL GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety are held and firmly bound unto the Department of Transportation in the full and just sum of five (5) percent of the total amount bid by the Principal for the project stated, 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 Department of Transportation 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 a bond (or Irrevocable Letter of Credit, for mowing contracts) 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 electronically execute such the Contract and/or such additional documents as may be required and to provide the required bond (or Irrevocable Letter of Credit, for mowing contracts) within the time period specified above, then the amount of the Proposal Bond shall be immediately paid to the Department of Transportation, 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.

NOTE: This Proposal Guaranty Bond is digitally signed with submittal of the electronic bid. See Project Bids, Bid Bond.
STATE OF TENNESSEE

DEPARTMENT OF TRANSPORTATION

PROPOSAL GUARANTEE

CONTRACT NO. ______________

Bidder: __________________________________________________________________
Print Name of Bidder

KNOW ALL MEN BY THESE PRESENTS, that the above-named Bidder has tendered the attached cashier’s or certified check in an amount equal to five (5) percent of the total amount it bid for the project stated above, payable to the State of Tennessee, Department of Transportation, 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 Department of Transportation 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 a bond with good and sufficient surety (or Contract Performance Irrevocable Letter of Credit, for mowing contracts), 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 electronically execute such the Contract and/or such additional documents as may be required and to provide the required bond (or Irrevocable Letter of Credit for mowing contracts) within the time period specified above, then the Department of Transportation 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.

By: _______________________________  Date: _______________________________

__________________________  Print Name and Title

NOTE: If a check is offered as the bid guaranty, the check and the executed Proposal Guarantee must be received by the Department prior to the time of the letting.
This agreement is made and executed between the State of Tennessee, Department of Transportation, hereinafter referred to as the “Department” and Superior Traffic Control, LLC hereinafter referred to as the “Contractor.”

WITNESSETH

The Department 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) Instructions to Bidders
   (b) Proposal Contract Book (Posted to TDOT’s Bid Express webpage)
   (c) Addenda (Posted to TDOT’s Bid Express webpage)
   (d) All additional project specific information provided (Posted to TDOT’s Bid Express webpage)
   (e) Contract Payment & Performance Bond (or Irrevocable Letter of Credit, for mowing contracts)
   (f) Items of work and unit prices submitted at the time of bid
   (g) the Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction, January 1, 2021 Edition (hereinafter referred to as the “2021 Standard Specifications”)
   (h) Supplemental Specifications
   (i) Special Provisions
   (j) Contract Plans, revisions and additions
   (k) Tennessee Department of Transportation Standard Drawings
   (l) Starting Notice
   (m) Supplemental Agreements / Construction Changes

   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 2021 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 skillful manner, to the satisfaction of the appropriate official of the Department.
4. The Department 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 2021 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 State of Tennessee 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 State under this Contract. The books, records and documents of the Contractor insofar as they relate to the work performed or money received under this contract shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, 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 State of Tennessee as an additional insured.

7. The Contractor shall indemnify and hold harmless the State, the Department 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 Department may retain from the monies due to the Contractor under this Contract a sum deemed sufficient by the Department to protect the Department 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. The Work Order will stipulate the date this Contract is effective as the expected start date for construction, but the work will not proceed until the Preconstruction Conference has been held. The days tabulated against the time limit will begin on the date this Contract is effective or the date the Contractor begins work, whichever occurs first. All other requirements in regard to the beginning of construction set forth in the Proposal and Special Provisions will apply from this date.

9. Upon execution of this Contract, the Contractor agrees to register with the plans collaboration software designated by the Department prior to the Preconstruction Meeting. The Contractor agrees that correspondence related to project plans or plans revisions and any request for information (RFI) shall be communicated through this tool during construction of the project. This paragraph shall not apply to no plans contracts.
IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and executed by their respective authorized agents or officials, and, by signing this Contract, the parties agree that the electronic signature provided is the legal equivalent of a manual signature.

Superior Traffic Control, LLC

Contractor

By: Ryan Wallace

Authorized Agent/Official

05/28/2021

Date

Ryan Wallace

Name

STATE OF TENNESSEE

DEPARTMENT OF TRANSPORTATION

Approved:

John H. Reinbold

Department Attorney

06/03/2021

Date

Clay Bright

Commissioner

06/03/2021

Date

This Contract is accepted on 06/03/2021 and is effective on 06/24/2021.

Once executed by the Commissioner, Regional Operations shall proceed with scheduling the Preconstruction Conference.
CONTRACT PAYMENT AND PERFORMANCE BOND

CONTRACT NO. CNV194

Be it known that Superior Traffic Control, LLC, as Principal, and Great Midwest Insurance Company, as Surety(ies), all authorized to do business in the State of Tennessee, hereby bind themselves to the State of Tennessee, Department of Transportation, and other potential claimants, for all obligations incurred by the Principal under its contract with the State of Tennessee, Department of Transportation, for the construction of the above identified contract; in the full contract amount of $186,004.70.

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 satisfactory 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 Tennessee Department of Transportation and all “Claimants,” as contemplated by T.C.A. Title 54, chapter 5, in the full contract amount of $186,004.70, in order to secure the payment in full of all timely claims under the project.

Performance Bond. To the Tennessee Department of Transportation in the full contract amount of $186,004.70, 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 Department 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 Department 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 Department the amount of such excess.
In witness whereof we have signed this instrument as dated, and, by signing this Contract Payment and Performance Bond, the parties agree that the electronic signature provided is the legal equivalent of a manual signature.

Principal/Contractor: Superior Traffic Control, LLC

By: ______________________________ ______________________________
    Ryan Wallace
    Authorized Agent/Official
    Date
    05/28/2021

Surety: Great Midwest Insurance Company

By: ______________________________ ______________________________
    Patrick Beless
    Attorney-in-Fact
    Date
    06/01/2021

Brown & Brown of Tennessee
Bonding Agency Name
6 Cadillac Drive, Suite 200
Street Address
Brentwood, TN 37027
City, State, Zip
615-385-8301
Phone