

STATE

(Rev. 9-7-21)

(Rev. 12-15-21)

(Rev. 12-19-22)

(Rev. 6-1-23)

OF

TENNESSEE

January 1, 2021

Supplemental Specifications – 100SS

of the

Standard Specifications for Road and Bridge Construction

January 1, 2021

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

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

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

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

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

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

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

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

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

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

- Item 105-01 – Construction Stakes, Lines and Grades
- Item 202-01 – Removal of Asbestos
- Item 203-40 – Rock Anchors, Anchor Blocks, Tie Back Anchors
- Item 209 – Project EPSC
- Item 411-12 - Scoring
- Item 411-33 – Stamped Asphalt
- Item 501-03 – Concrete Shoulder Rumble Strip
- Item 503-01 – Grinding Concrete Pavement
- Item 602-03 – Steel Structures
- Item 602-04 – Steel Structures
- Item 602-10.81 – Heat Straightening
- Item 603-02 – Repainting Steel Structures
- Item 603-05 – Containment and Disposal of Waste
- Item 604-04.01 – Applied Texture Finish (New Structures),
- Item 604-04.02 – Applied Texture Finish (Existing Structures)
- Item 604-04.10 – Graffiti Protection
- Item 604-04.20&.21 – Painting or Staining Concrete Surfaces
- Item 604-04.62 – Clean and Texture Finish Median Barrier
- Item 604-05.31 – Bridge Deck Grooving (Mechanical)
- Item 604.07 – Retaining Wall
- Item 604-42.01 – Underwater Divers
- Item 606-26.05 – Core Drilling for Piles (Abandoned)
- Item 617 – Bridge Deck Sealant
- Item 619 – Polymer Modified Concrete Overlay
- Item 624 – Retaining Wall
- Item 625-01.08,10,11 – Inclinometer, Camera Drilled Shaft Inspections
- Item 705 – Guardrail

- Item 706 – Guardrail Adjusted, Removed and Reset
- Item 707 – Fences
- Item 712 – Temporary Traffic Control
- Item 713 – Highway Signing
- Item 714 – Roadway and Structure Lighting
- Item 716 – Pavement Markings
- Item 721 – Landscape and Irrigation
- Item 724 – Landscape Lighting
- Item 725 – ITS items
- Item 730 – Traffic Signals
- Item 740 – Geosynthetics
- Item 79* – Utilities
- Item 801 – Seeding
- Item 802 – Landscape Plantings
- Item 803 – Sodding
- Item 805 – Erosion Control
- Item 806 – Project Mowing

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

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

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

A. Project Durations Less Than 9 Months

B. Project Durations 9 Months to 24 Months

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

- vi. The quantity and estimated daily production rate for controlling activities;
- vii. Description of the calendars including identification of workdays per week, holidays, number of shifts per day, and number of hours per shift;
- viii. Description of how the schedule accommodates adverse weather days for each month; and

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

3. Baseline CPM Schedule.

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

4. Schedule Updates.

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

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

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

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

C.4. Schedule Updates. Update the CPM schedule on a quarterly (3 months) ~~monthly~~ 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 1st Paragraph and Revise No. 2:

The Engineer will determine the progress of the Contract by either the time versus money straight line method or the schedule updates submitted by the Contractor. If actual construction falls behind the plan of operations or schedule by more than 15% or 60 calendar days, whichever is less, ~~submit~~offer for approval a revised schedule that reflects timely completion. ~~Otherwise, t~~The Engineer may request a revision of the ~~ed~~ 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

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

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

Table 108.11-1: Payment Schedule for CPM Project Schedule

Estimate Number Requirement or Percent of Total Contract Amount of Previous Estimate	Total Percent of CPM Project Schedule Lump Sum Bid Item
Estimate # 1 <u>Initial Project Schedule</u>	20 <u>10%</u>
Estimate # 3 <u>Baseline CPM Schedule</u>	40%
20%	50%
40%	60%
60%	70%
80%	80%
95%	100%

Subsection 108.12, (pg. 99), 9-7-21; **Method of Measurement**; 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**; **Method of Measurement**; Add new 2nd Paragraph and Revise existing 2nd and 3rd Paragraphs:

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

If the Contractor fails to provide ~~quarterly~~ monthly CPM schedule updates, or address the Engineer's comments regarding the ~~quarterly~~ 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 ~~that~~ the month's ~~ly~~ ly 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**.