STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

REGION 3 RIGHT OF WAY
6601 CENTENNIAL BOULEVARD
NASHVILLE TENNESSEE 37243
(615) 350-4200

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

MAY 09, 2016

Paul Holzen
CITY OF FRANKLIN
109 THIRD AVENUE SOUTH
FRANKLIN TN 37065

PROJECT#: 94092-2226-14 **COUNTY(s): Williamson**
FEDERAL: STP/HPP-397(10) **PIN #: 101454.01**
DESCRIPTION: Mack Hatcher Parkway West, From South of SR-96 West of Franklin to East of SR-106 (US-431) North of Franklin
TYPE: CH86 Move In
CONTRACT #: 7697 Supplement #1 **Chapter 86 Eligible: *YES***

Please refer to the above captioned project number on all correspondance concerning utility relocation.

Dear Mark Hilty,,

Enclosed are two (2) originals of the supplement contract between the State and your utility prepared to cover the adjustment of facilities belonging to your company on the above referenced project.

The Contracts must have ALL boxes checked and blank lines completed.

The Contract must be signed by **either**

1) an officer of the company (President, Vice-President, or General Manager)

OR

2) an individual that is specifically authorized by the board of directors to execute agreements and bind the company to those agreements. The individual must provide a letter of empowerment, signed by an officer of the company.

This project is currently scheduled for letting: *12/08/2017*

After copies of the contract have been executed on behalf of the utility, please return two (2) ORIGINALS to me for further handling. A signed original will be sent to you with the authorization to begin work once the contract is executed by TDOT.

Sincerely,

Monica Cromer

Monica Cromer | Asst. State Utility Coordinator
Right of Way Division
James K. Polk Bldg, 6th Floor
505 Deaderick Street, Nashville, TN 37243
p. 615-741-3331

Enclosure

cc:

ENGINEERING DEPARTMENT

Paul Holzen
Director/City Engineer

HISTORIC
FRANKLIN
TENNESSEE

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

April 26, 2016

COF No.
2011-0052

Michael Horlacher, P.E.
TDOT
State Utility Coordinator
Right-of-Way Office
James K. Polk Bldg, 6th Floor
505 Deadrick Street
Nashville, TN 37243

RE: TDOT Project# 94092-2226-14 PIN # 101454.01
(SR-397 (Mack Hatcher Parkway) Extension from S.R. 96 West to S.R. 109 (US-431))
County: Williamson
Supplement #1 to TDOT Contract# 7697 (Sewer)

Dear Mr. Horlacher,

Please find enclosed the paperwork that I am submitting to request that Supplement #1 to the TDOT Contract #7697 be approved. This request increases the construction cost from $302,912.17 to $1,130,781.00. The original construction cost estimate that was done almost 6 years ago was based on the sewer lines within the ROW remaining and being concrete capped only rather than relocated. The actual relocation and installation of the new lines increases the construction cost substantially. I have removed the engineering design costs as these have already been reimbursed.

If you have any questions or comments please call or email me.

Thank you for your help in this matter.

Sincerely,

Patricia McNeese

Patricia McNeese, P.E.
Utilities Engineer II

CC: Paul Holzen, Director/City Engineer, City of Franklin (via email)
Jonathan Marston, Assistant Director of Engineering, City of Franklin (via email)
Mark Hilty, Water Management Director, City of Franklin (via email)

Project No:	94092-2226-14 (sewer)
County:	Williamson
Date:	April 26, 2016

Submittal and completion of this form is required for consideration of reimbursement on this project.

Primary Contact:	Paul Holzen		
E-mail:	paul.holzen@franklintn.gov	Phone:	(615) 550-6679
Secondary Contact:	Patricia McNeese		
E-mail:	patricia.mcneese@franklintn.go	Phone:	(615) 550-6674
Utility Name:	City of Franklin		
Address:	109 Third Avenue South		
City, State:	Franklin, TN	Zip:	37065

Percent On Private:	36%	Private ROW - #Poles / Length of facility:	2115
Percent On Public:	64%	Public ROW - #Poles / Length of facility:	3720
Total Percentage:	100%	Total #Poles / Length of facility:	5835

TDOT USE ONLY

RG Approval and Date:	
Consult Appr. Date: / /	
Amount Approved:	$ -
HQ Approval and Date:	
CH86 Y / N	PIN#:
LET: / /	Contract #:
Easement Contract #	

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

REIMBURSEMENT REQUESTED (Please check ONE)

CHAPTER 86
- MOVE PRIOR ☐
- MOVE IN State Contract ☒
- Other ☐

NON-CHAPTER 86
- % Private / Public Relocation ☐
- % Private / Public MOVE IN State Contract ☐
- Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction / Construction	
Field Surveying	
Construction Inspection	
Reimbursable Expenses	

ENGINEERING COST:

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	$ 1,130,781.00
Installation Materials	$ -
Removal Labor	$ -
Site Costs	$ -
Material Provided to State	$ -
Salvage Materials	$ -
Non-Usable Materials	$ -

ESTIMATED CONSTRUCTION COST: $ 1,130,781.00

BETTERMENT

Description	Amount
Installation Labor	$ -
Installation Materials	$ -

ESTIMATED UTILITY BETTERMENT COST: $ -

ESTIMATED REPLACEMENT EASEMENT COST: $ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: $ 1,130,781.00

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT:	
CHAPTER 86 MOVE PRIOR:	$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	$ -
NON-CHAPTER 86 MOVE PRIOR:	$ -

Does Estimate Exceed $1.75M Cap? - N

Does Estimate Require 75% Cap? - N

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS $1.75M CAP:	$ -
AMOUNT OVER 75% REIMBURSEMENT:	$ -

UTLITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT:	$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	$ -

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

INSTALLATION LABOR AND MATERIALS; BETTERMENT; MATERIALS PROVIDED TO THE STATE

EQUIPMENT COST INCLUDED WITH INSTALLATION COST ☑

TDOT Item No.	Item Description (SEWER)	Qty	LABOR: In House Cost Unit Cost	LABOR: In House Cost Extended	LABOR: Contract (Bid/Continuing) Unit Cost	LABOR: Contract (Bid/Continuing) Extended	MATERIAL: Unit Cost	MATERIAL: Provided to State	MATERIAL: Install Extended	BETTERMENT: Labor	BETTERMENT: Material
797-08.05	6" PVC Gravity Sewer Service	475		$ -	$100.00	$ 47,500.00			$ -		
797-05.51	8" PVC Gravity Sewer 0-6' Depth	1,313		$ -	$137.00	$ 179,881.00			$ -		
797-05.52	8" PVC Gravity Sewer 6-12' Depth	453		$ -	$155.00	$ 70,215.00			$ -		
797-05.59	12" PVC Gravity Sewer 0-6' Depth	270		$ -	$175.00	$ 47,250.00			$ -		
797-05.10	12" DIP Gravity Sewer 6-12' Depth	25		$ -	$200.00	$ 5,000.00			$ -		
797-05.68	18" DIP Gravity Sewer 0-6' Depth	190		$ -	$250.00	$ 47,500.00			$ -		
797-08.08	6" Cleanout Assembly	15		$ -	$500.00	$ 7,500.00			$ -		
797-07.02	48IN Manhole 4-6' Depth	1		$ -	$5,500.00	$ 5,500.00			$ -		
797-07.03	48IN Manhole 6-8' Depth	1		$ -	$6,500.00	$ 6,500.00			$ -		
797-07.04	48IN Manhole 8-10' Depth	2		$ -	$7,000.00	$ 14,000.00			$ -		
797-07.05	48IN Manhole 10-12' Depth	1		$ -	$7,500.00	$ 7,500.00			$ -		
797-11.25	Retire in place 48" Manhole	8		$ -	$1,000.00	$ 8,000.00			$ -		
797-10.02	Connect to 8IN Sewer to Existing Manhole	2		$ -	$1,500.00	$ 3,000.00			$ -		
797-11.36	Remove Existing Sewer 15IN-24IN	195		$ -	$25.00	$ 4,875.00			$ -		
797-01.07	16" DIP Reclaimed water (force main)	940		$ -	$134.00	$ 125,960.00			$ -		
797-01.05	12" DIP Force Main	960		$ -	$90.00	$ 86,400.00			$ -		
795-08.03	16" Butterfly Valve	3		$ -	$5,500.00	$ 16,500.00			$ -		
795-08.05	12" Butterfly Valve	3		$ -	$2,500.00	$ 7,500.00			$ -		
797-08.01	DI Fittings	7,100		$ -	$4.00	$ 28,400.00			$ -		
797-06.82	36" Steel Casing Pipe	160		$ -	$200.00	$ 32,000.00			$ -		
797-06.81	30" Steel Casing Pipe	350		$ -	$175.00	$ 61,250.00			$ -		
797-06.80	24" Steel Casing Pipe	565		$ -	$150.00	$ 84,750.00			$ -		
797-11.36	Removal of Existing 16" Reclaimed water line	820		$ -	$20.00	$ 16,400.00			$ -		
797-11.35	Removal of Existing 12" Sewer Force main	820		$ -	$20.00	$ 16,400.00			$ -		
797-10.21	Connect to 16IN Force Main	2		$ -	$5,500.00	$ 11,000.00			$ -		
797-10.20	Connect to 12IN Force Main	2		$ -	$4,500.00	$ 9,000.00			$ -		
797-11.38	By Pass Pumping	1		$ -	$50,000.00	$ 50,000.00			$ -		
707-15.51	Mobilization	1		$ -	$75,000.00	$ 75,000.00			$ -		
797-07.57	Watertight manhole frame and cover	5		$ -	$700.00	$ 3,500.00			$ -		
797-07.58	Doghouse manhole	6		$	$7,500.00	$ 45,000.00			$ -		
209-01.10	Erosion Control	1		$ -	$7,500.00	$ 7,500.00			$ -		
				$ -		$ -			$ -		
TOTAL INSTALLATION COSTS				$ -		$ 1,130,781.00		$ -	$ -	$ -	$ -
				(To Page 4.1: F44)		(To Page 4.1: F44)		(To Page 4.1: F48)	(To Page 4.1: F45)	(To Page 4.1: F56)	(To Page 4.1: F57)

REMOVAL LABOR; SALVAGE AND NON-USABLE (JUNKED) MATERIALS

TDOT Item No.	Item Description	Qty	LABOR: In House Cost Unit Cost	LABOR: In House Cost Extended	LABOR: Contract (Bid/Continuing) Unit Cost	LABOR: Contract (Bid/Continuing) Extended	MATERIAL: Salvage / Reused	MATERIAL: Junked / Scrapped
				$ -		$ -		
				$ -		$ -		
				$ -		$ -		
				$ -		$ -		
				$ -		$ -		
				$ -		$ -		
				$ -		$ -		
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				$ -		$ -		
				$ -		$ -		
				$ -		$ -		
				$ -		$ -		
TOTAL REMOVAL COSTS				$ -		$ -	$ -	$ -
				(To Page 4.1: F46)		(To Page 4.1: F46)	(To Page 4.1: F49)	(To Page 4.1: F50)

SITE COSTS

(Move Prior Only)	
Clearing & Grubbing:	$ -
Traffic Control:	$ -
Erosion Control:	$ -
TOTAL SITE COST	$ -
	(To Page 4.1: F47)

If scrapped material is saleable, the estimated sale value must be shown as a credit. If no net value, must footnote that the item has no value.

Salvage Value to be established by using "Salvage Value Percentage" calculation.

Percentage:

Salvage Value: $ -

Revision 10-25-2013

COF
2011-0052

Chapter 86 Certification

In accordance with Tennessee Department of Transportation policy number 340-07, the following information is provided with regards to required compliance documentation for utility relocation reimbursement in accordance with TCA 54-5-804 and TCA 54-5-854.

PROJECT #/S: 94092-2226-14 (Sewer) **COUNTY/S:** Williamson

FEDERAL: STP/HPP-397(10) **PIN:** 101454.01

1. The utility is seeking reimbursement under provisions of TCA 54-5-804 as ameneded by Public Acts 2003, Chapter number 86.
2. To the best of my knowledge the utility is in compliance with TCA § 54-5-804(a)(1) and this policy in that the utility has returned its relocation plan, schedule, and cost estimate to the Department within 120 days after receipt of the Department's project plans, or within such additional time as may be allowed in accordance with TCA § 54-5-854(b).
3. To the best of my knowledge the utility is in compliance with TCA 54-5-804(b) in that the utility has a valid permit to locate its utility facility on the public highway right-of-way.
4. The utility is eligible for reimbursement in accordance with the Limitation provisions of the TDOT Policy 340-07 in that it is:

Municipally Owned [X] Utility District [ ] Utility Cooperative [ ]

5. The utility is considered to be a specific utility category listed in accordance with the Limitation provisions of the TDOT Policy 340-07:

- [ ] Water
- [x] Waste Water
- [ ] Gas [ ] Distribution [ ] Transmission
- [ ] Electric [ ] Distribution [ ] Transmission
- [ ] Communication [ ] CATV [ ] Phone [ ] Fiberoptic [ ] Broadband
- [ ] Street Lighting
- [ ] Other

Signature indicates this individual has the legal authority to sign contracts and agreements to obligate the utility.

Signature: **Date:** 3-8-16

Print Name: Dr. Kenneth Moore

Title: Mayor

Utility Name: City of Franklin

Utility Address: 109 Third Ave S

City, State, Zip: Franklin, TN 37065

Phone Number: (615) 791-3217

Fax Number:

Email Address: kenneth.moore@franklintn.gov

Supplemental Rev 04-22-2016

STP/HPP-397(10) / 94092-2226-14

TN TDOT Department of Transportation

Contract No. 7697

SUPPLEMENT TO UTILITY RELOCATION CONTRACT

THIS SUPPLEMENT #1 to Contract No. 7697 made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT", and **City of Franklin Water Management (Sewer)**, hereinafter called the "Utility".

WITNESSETH:

WHEREAS, TDOT and the Utility entered into Contract No. 7697, dated the 11th day of May, 2011, in which the parties agreed to certain matters concerning the relocation of utilities on PIN No. 101454.01, SR- 397 (Mack Hatcher Parkway) From SR-96 West of Franklin to SR-109 (US-431) North of Franklin, **located in** Williamson County, Tennessee.; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original contract;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To change the paragraph,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of $302,912.17, including the amount of $22,628.17 for the cost of engineering; including the amount of $0.00 for the cost of inspection provided by the Utility; including the amount of $0.00 for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of $0.00 for the cost over the maximum TDOT reimbursement amount, and of which 0 percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and 100 percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

To the following,

WHEREAS, the Utility has furnished TDOT with an estimate, plans, and specifications showing the cost and manner of relocating these facilities, which estimate is in the amount of $1,130.781.00, including the amount of $0.00 for the cost of engineering; including the amount of $0.00 for the cost of inspection provided by the Utility; including the amount of $0.00 for the cost of betterment to the Utility's facilities (hereinafter called the "Betterment Cost"), and including the amount of $0.00 for deposit for the utility work in the State contract, and of which 36 percent represents the pro-rata share to which the Utility is entitled to reimbursement for relocation of utility facilities located on private utility right-of-way, and 64 percent represents the pro-rata share for relocation of utility facilities located on public highway right-of-way, reimbursement being for the cost of construction, engineering and inspection, excluding betterment and the cost over the maximum TDOT reimbursement amount; and

Law Dept. Approved 07.25.16

It is understood that the above are the only changes made in said contract.

IN WITNESS WHEREOF, the parties have EXECUTED this agreement

UTILITY
City of Franklin Water Management (Sewer)

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
Kristen L. Corn, Assistant City Attorney

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
John C. Schroer
Commissioner

DATE: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold
General Counsel

"Exhibit A"

Project No: 94092-2226-14 (sewer)
County: Williamson
Date: April 26, 2016

Submittal and completion of this form is required for consideration of reimbursement on this project.

Primary Contact:	Paul Holzen		
E-mail:	paul.holzen@franklintn.gov	Phone:	(615) 550-6679
Secondary Contact:	Patricia McNeese		
E-mail:	patricia.mcneese@franklintn.go	Phone:	(615) 550-6674
Utility Name:	City of Franklin		
Address:	109 Third Avenue South		
City, State:	Franklin, TN	Zip:	37065

TDOT USE ONLY

RG Approval and Date:	Chris Johnson 5/6/16
Consult Appr. Date:	/ /
Amount Approved:	$ -
HQ Approval and Date:	mc 5/9/16
CH86 Y / N	PIN#: 101454.01
LET: / /	Contract #: 7697 Sup 1
Easement Contract #	N/A

Percent On Private:	36%	Private ROW - #Poles / Length of facility:	2115
Percent On Public:	64%	Public ROW - #Poles / Length of facility:	3720
Total Percentage:	100%	Total #Poles / Length of facility:	5835

Is Utility Chapter 86 Certified (Obtained from Certification Sheet)? y

(If project does not qualify for Chapter 86 Reimbursement, then "Percent on Private" will be used to calculate total amount due to Utility)

NO COST / NO REIMBURSEMENT (STOP HERE, REMAINDER OF FORM IS NOT REQUIRED) ☐

REIMBURSEMENT REQUESTED (Please check ONE)	CHAPTER 86	NON-CHAPTER 86
	MOVE PRIOR ☐	% Private / Public Relocation ☐
	MOVE IN State Contract ☒	% Private / Public MOVE IN State Contract ☐
	Other ☐	Utility Replacement Easement Reimbursement ☐

ENGINEERING

Description	Amount
Pre-Construction / Construction	
Field Surveying	
Construction Inspection	
Reimbursable Expenses	
ENGINEERING COST:	

CONSTRUCTION (LABOR & MATERIAL)

Description	Amount
Installation Labor	$ 1,130,781.00
Installation Materials	$ -
Removal Labor	$ -
Site Costs	$ -
Material Provided to State	$ -
Salvage Materials	$ -
Non-Usable Materials	$ -
ESTIMATED CONSTRUCTION COST:	$ 1,130,781.00

BETTERMENT

Description	Amount
Installation Labor	$ -
Installation Materials	$ -
ESTIMATED UTILITY BETTERMENT COST:	$ -
ESTIMATED REPLACEMENT EASEMENT COST:	$ -

If cost is listed above, separate Easement Contract is needed

ESTIMATED TOTAL CONSTRUCTION COST: $ 1,130,781.00

UTILITY REIMBURSEMENT

CHAPTER 86 MOVE-IN CONTRACT:	
CHAPTER 86 MOVE PRIOR:	$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	$ -
NON-CHAPTER 86 MOVE PRIOR:	$ -

Does Estimate Exceed $1.75M Cap? - N
Does Estimate Require 75% Cap? - N

AMOUNT TO BE PAID BY THE UTILITY

RELOCATION EXCEEDS $1.75M CAP:	$ -
AMOUNT OVER 75% REIMBURSEMENT:	$ -

UTLITY DEPOSIT (IF APPLICABLE)

CHAPTER 86 MOVE-IN CONTRACT:	$ -
NON-CHAPTER 86 MOVE-IN CONTRACT:	$ -

The Utility will reference the page number where designated on the form when other Detail Cost Estimate sheets are attached.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

X. Compliance with Governmentwide Suspension and Debarment Requirements

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

CIRCULAR LETTER

Section: 105.07 Cooperation with Utilities
Number: 105.07-04
Subject: Utility Diaries and Inspection Procedures
Date: December 15, 2007

On all projects requiring utility relocations, Form DT-0667 "Project Utility Diary" is to be used to document said relocations whether the work is reimbursable or not. When a utility is relocating at its own expense or under a lumps sum reimbursement contract, the "Description of Work Performed" section will be the only notation required. The notation shall indicate if the relocation is a non reimbursable or lump sum reimbursable contract. Form DT-0667 fulfills the requirements for documentation detailed in Section 109.05 of the Department of Transportation Construction Manual and Section 18-7 of the Standard Utility Procedures Manual.

1 Form DT-0667 is to be completed in the field by the utility inspector.
2 The original or white sheet is to be transmitted to the TDOT Project Supervisor's office and bound.
3 The first copy or yellow sheet is to be transmitted to the utility company on reimbursable relocations.
4 The second copy or pink sheet is to be retained in the utility diary.

If the utility relocation is included in the state contract, the utility will be responsible for inspecting all phases of the relocation, per TCA 54-5-804, 2003 Public Chapter 86. The TDOT inspector shall document the utility work activities performed in the daily project diaries. The inspector provided by the utility company will:

1 Complete Form DT-0667 as described above and submit it each estimate period, as directed by the TDOT Project Supervisor. Along with the item descriptions, the inspector will include the quantities and stations of installed items.
2 Complete "Installed Item Certification" portion of Form DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be signed to certify that the items installed during that estimate period met all applicable specifications.
3 Complete and attach Form DT-1716A to DT-1716 and submit it each estimate period, as directed by the TDOT Project Supervisor. This form will be used to summarize, by project number, the utility items installed during that estimate period. The TDOT inspector shall sign Form DT-1716A after ensuring it is consistent with the utility diaries and daily project diaries. The completed Form DT-1716A shall be referenced in the progress pay quantity documentation.
4 Complete "Final Acceptance of Work" portion of Form DT-1716 and submit it to the TDOT Project Supervisor's office when the utility relocation work is complete.

PROJECT UTILITY DIARY

CONTRACT NO: _____

PROJECT NO: _____

REF. NO: _____

DATE: _____

RECORDED BY: _____

PROJECT ENGINEER _____

UTILITY REPRESENTATIVE: _____
(For "Work Order" Reimbursable Projects)

UTILITY COMPANY _____

UTILITY CONTRACT NO. _____

DESCRIPTION OF WORK PERFORMED

LABOR

NAME	CLASSIFICATION	HOURS

LABOR USED TO RESTORE RECOVERED MATERIAL TO SUITABLE CONDITION FOR REUSE SHOULD BE INCLUDED ON THIS REPORT.

MATERIALS REMOVED

ITEM	U.S.	QUANTITY

IF BOTH PARTIES AGREE THAT MATERIAL IS NOT SALVAGEABLE, A CHECK IS TO BE ENTERED IN THE U.S. COLUMN

MATERIALS USED

ITEM	QUANTITY

TRANSPORTATION AND EQUIPMENT

TYPE	HOURS	MILES

SAMPLE

Distribution of copies:
- White: Reg. Eng.
- Yellow: Utility Co.
- Pink: Field

DT-0667
Rev. 4-90

UTILITY ITEM CERTIFICATION/FINAL ACCEPTANCE

Contract Number: _____ **Utility Company:** _____

Project Number(s): _____ **Utility Inspector:** _____
Print

_____

County(ies): _____

_____

Instructions: Please check appropriate box (or boxes) and fill out required information. For **Installed Item Certification**, attach **Summary of Installed Utility Items** sheet(s) for each project number and submit each estimate period as directed by the TDOT Project Supervisor.

☐ **Installed Item Certification**

On behalf of the above utility company, I certify that the materials used for the item(s) listed on the following page(s) meet and were installed in accordance with all applicable specifications. Any pertinent shop drawings or engineering changes have been approved.

Estimate Period: _____ **to** _____

_____ _____
Utility Inspector Signature **Date**

☐ **Final Acceptance of Work**

I certify that the utility relocation work is complete and is accepted by the above utility company.

_____ _____
Utility Inspector Signature **Date**

SUMMARY OF INSTALLED UTILITY ITEMS

Contract Number: _____ **Utility Company:** _____

Project Number: _____ **Utility Inspector:** _____
Print

County: _____

Estimate Period: _____ **to** _____

Item Number	Description	Unit	Installed Quantity

Page _____ of _____

DT-1716A
7-1-04

Buy America

Rev. 12-23-2013

The Tennessee Department of Transportation (TDOT) in compliance with Federal Highway Administration (FHWA) directive **Effective February 29, 2016**
All utility and railroad relocation construction must comply with
23 U.S.C. 313 and 23 CFR 635.410 **Buy America requirements**

All Utility / Railroad invoices submitted to TDOT for Payment
MUST ATTACH THIS CERTIFICATION.

Utility / Railroad Name

Street Address

City State Zip

Certification: All products used in the relocation construction and identified in the attached invoice that are manufactured of steel or iron for permanent installation meet or exceed the requirements set forth in 23 USC 313 and 23 CFR 635.410 Buy America requirements.

Certification documentation is available for review that includes but is not limited to, if available, the Mill Test Report (MTR) for ALL steel products that have the certification statement (or similar) that the steel/iron was "melted and manufactured in the United States." All manufacturing processes and coatings applied thereon have occurred in the United States.

Per the Utility / Railroad Relocation Contract:

The Utility / Railroad agrees to comply with all current, applicable provisions of 23 CFR 645A / 23 CFR 140 and 23 CFR 646.

The Utility acknowledges possession of 23 CFR 645A / The Railroad acknowledges possession of 23 CFR 140 and 23 CFR 646.

The Utility / Railroad is subject to audit for a period of three (3) full years after final payment has been received.

The Utility / Railroad shall comply with all applicable federal and state laws and regulations in the performance of its duties under this Contract. The Utility / Railroad agrees that remedies for non-compliance are set out in the applicable regulations and the Contract.

I have reviewed the material provided herein and attached and hereby certify ALL material on the attached invoice is in compliance with Buy America requirements.

Signature of representative Authorized for financial obligations Title Date

Code of Federal Regulations

Title 23 United States Code, Section 313

§ 313. Buy America

(a) Notwithstanding any other provision of law, the Secretary of Transportation shall not obligate any funds authorized to be appropriated to carry out the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title and administered by the Department of Transportation, unless steel, iron, and manufactured products used in such project are produced in the United States.

(b) The provisions of subsection (a) of this section shall not apply where the Secretary finds--

(1) that their application would be inconsistent with the public interest;

(2) that such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) that inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

[(4) Redesignated (3)]

(c) For purposes of this section, in calculating components' costs, labor costs involved in final assembly shall not be included in the calculation.

(d) The Secretary of Transportation shall not impose any limitation or condition on assistance provided under the Surface Transportation Assistance Act of 1982 (96 Stat. 2097) or this title that restricts any State from imposing more stringent requirements than this section on the use of articles, materials, and supplies mined, produced, or manufactured in foreign countries in projects carried out with such assistance or restricts any recipient of such assistance from complying with such State imposed requirements.

(e) Intentional violations.--If it has been determined by a court or Federal agency that any person intentionally--

(1) affixed a label bearing a "Made in America" inscription, or any inscription with the same meaning, to any product used in projects to which this section applies, sold in or shipped to the United States that was not made in the United States; or

(2) represented that any product used in projects to which this section applies, sold in or shipped to the United States that was not produced in the United States, was produced in the United States;

that person shall be ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991 pursuant to the debarment, suspension, and ineligibility procedures in subpart 9.4 of chapter 1 of title 48, Code of Federal Regulations.

(f) Limitation on applicability of waivers to products produced in certain foreign countries.--If the Secretary, in consultation with the United States Trade Representative, determines that--

(1) a foreign country is a party to an agreement with the United States and pursuant to that agreement the head of an agency of the United States has waived the requirements of this section, and

(2) the foreign country has violated the terms of the agreement by discriminating against products covered by this section that are produced in the United States and are covered by the agreement,

the provisions of subsection (b) shall not apply to products produced in that foreign country.

[(g) Redesignated (f)]

Updated: 04/07/2011

The following link is the current FHWA site for Buy America compliance and shall be reviewed:

http://www.fhwa.dot.gov/construction/cqit/buyam.cfm

Code of Federal Regulations

Title 23 – Highways

Volume: 1
Date: 2001-04-01
Original Date: 2001-04-01
Title: Section 635.410 - Buy America requirements.
Context: Title 23 - Highways.
CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION.
SUBCHAPTER F - TRANSPORTATION INFRASTRUCTURE MANAGEMENT.
PART 635 - CONSTRUCTION AND MAINTENANCE.
Subpart D - General Material Requirements.

§ 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note:For a waiver document affecting § 635.410, see 60 FR 15478, Mar. 24, 1995.
Updated: 04/26/2012