



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build RFP

Book 1 Instructions to Proposer (ITP)

I-40 Resurfacing and Rehabilitation

From Levee Road Overhead to Hollywood Street Overhead
Shelby County, Tennessee

Project Identification Number (PIN): 130352.00

State Project Number: 79I040-S1-011

Federal Project Number: NH-I-40-1(370)

DB Contract# DB2501

March 2025

This page intentionally left blank.

Table of Contents

| | | |
|-------|---|----|
| 1 | Project and Procurement Information..... | 1 |
| 1.1 | Project Description | 1 |
| 1.1.1 | Project Limits and Existing Conditions | 1 |
| 1.1.2 | Project Description | 1 |
| 1.2 | Project Goals | 2 |
| 1.3 | Procurement Schedule/Submittal Deadlines | 2 |
| 1.4 | General Design-Builder Project Obligations | 3 |
| 1.5 | RFP Communication | 4 |
| 1.5.1 | General Procurement Communication Protocols | 4 |
| 1.5.2 | General TDOT Communication Protocols..... | 4 |
| 1.5.3 | Confidential (One-on-One) Meetings | 5 |
| 1.5.4 | RFP Questions and Addenda Process | 6 |
| 1.5.5 | Prohibited Communications and Contingency Fee | 7 |
| 1.6 | Organizational Conflicts and Ineligible Firms..... | 8 |
| 1.7 | Changes in Proposer Organization or Key Personnel after Submittal of the SOQ..... | 9 |
| 1.7.1 | Changes to Key Individuals | 9 |
| 1.7.2 | Changes to the Proposer’s Organization | 10 |
| 1.8 | Nondiscrimination in Contracting/EEO Requirements | 10 |
| 1.9 | Disadvantaged Business Enterprise (DBE) Program Requirements..... | 11 |
| 1.10 | Proposal Modifications or Withdrawal..... | 11 |
| 1.11 | Confidentiality | 12 |
| 1.12 | Proposal Meetings | 12 |
| 1.13 | Modifying or Issuing a New RFP | 12 |
| 1.14 | Cost of Preparation and Stipend | 13 |
| 2 | Alternative Technical Concepts..... | 14 |
| 2.1 | Eligibility and Disclaimers..... | 14 |
| 2.2 | Submittal Requirements..... | 14 |
| 2.2.1 | TDOT Review | 15 |
| 2.2.2 | ATC Inclusion in the Proposal..... | 16 |

| | | |
|-------|--|----|
| 3 | Proposal Submittal Instructions..... | 17 |
| 3.1 | Submission and Format Requirements | 17 |
| 3.1.1 | Technical Proposal | 17 |
| 3.1.2 | Price Proposal | 18 |
| 3.1.3 | Forms | 18 |
| 3.2 | Technical Proposal Volume I (Cover Letter, Forms, and Evidence of Authority)..... | 18 |
| 3.2.1 | Cover Letter..... | 18 |
| 3.2.2 | Forms | 18 |
| 3.2.3 | Evidence of Corporate Existence; Certificate of Authority | 19 |
| 3.2.4 | Evidence of Authority to Enter into Joint Venture; Execute Joint-Venture Agreement | 19 |
| 3.2.5 | Evidence of Proposal Signatory Authority | 19 |
| 3.3 | Technical Proposal Volume II (Technical Approach)..... | 19 |
| 3.3.1 | Project Management Approach | 19 |
| 3.3.2 | Construction Approach | 20 |
| 3.4 | Technical Proposal Volume III (Technical Approach Appendices)..... | 21 |
| 3.4.1 | Key Personnel (Level “2” Personnel) Resumes | 21 |
| 3.4.2 | Open-ended DBE Performance Plan (OEPP)..... | 21 |
| 3.4.3 | Preliminary Roadway Schematic/Concept Plans | 21 |
| 3.4.4 | ATC Approval Letter and Form ATC | 22 |
| 3.4.5 | Proposal CPM Schedule..... | 22 |
| 3.5 | Price Proposal Content and Disclaimers | 24 |
| 3.5.1 | Price Proposal Contents | 24 |
| 3.5.2 | Instructions Regarding Preparation..... | 25 |
| 3.5.3 | Price Proposal Disclaimers | 25 |
| 4 | Evaluation and Selection Process..... | 26 |
| 4.1 | Responsiveness Criteria | 26 |
| 4.1.1 | Clarification, Waiver, or Omitted Proposal Responses..... | 26 |
| 4.2 | Selection Criteria..... | 26 |
| 4.2.1 | Relative Weights and Scoring of the Proposal | 26 |
| 4.2.2 | Determining a Total Proposal Score and Selection of the Apparent Design-Builder..... | 28 |

5 Contract Execution; Delivery of Required Documents..... 29

5.1 Selected Design-Builder Required Submittals 29

5.2 Modification of Contract 29

5.3 Federal-Aid Construction Project Requirements..... 30

1 PROJECT AND PROCUREMENT INFORMATION

This **RFP Book 1 (ITP/Instructions to Proposers)** is issued by the Tennessee Department of Transportation (“TDOT”) to all firms and teams of firms (the “Proposers”) that TDOT has shortlisted for the request for proposal (RFP) to solicit competitive proposals for I-40 Resurfacing and Rehabilitation From Levee Road Overhead to Hollywood Street Overhead Shelby County Design-Build Project (the Project). The instructions and details described herein follow the processes and practices described in this RFP and TDOT’s *DB Procurement Best Practices*.

TDOT hereby invites such Proposers to submit competitive, sealed proposals (“Proposals”) for completing the Project’s administration, preconstruction coordination, design, and construction work as more specifically described in **RFP Book 2 (Design-Build Contract)** and **RFP Book 3 (Project Specific Information)** (collectively the “Contract Documents”).

This **RFP Book 1 (ITP)** contains:

- A description of the Project, general proposal procedures, and the RFP’s procurement process;
- Submittal requirements for the Proposer’s Technical Proposal, Price Proposal, alternative technical concepts (ATCs), and other necessary pre-award forms and documents;
- The evaluation criteria used to review and score a Proposer’s Technical Proposal and Price Proposal; and
- The post-selection procedures and documents needed to award the Project to the apparent Design-Builder.

The Proposers shall use **RFP Book 1 (ITP)** in conjunction with the other RFP documents to develop and submit all proposed ATCs prior to the Proposal due date, responsive Technical Proposals, sealed Price Proposals, and other required pre-award submittals.

1.1 Project Description

1.1.1 Project Limits and Existing Conditions

Project Limits/Location: *I-40 improvements From Levee Road Overhead to Hollywood Street Overhead Shelby County*

The condition of the current concrete pavement, which opened to interstate traffic over 40 years ago, has deteriorated due to Alkali Silica Reactivity (ASR), a chemical reaction in the concrete that causes distress, faulting, and pop-outs. The project mainline includes 12 ramp connections, 10 mainline bridges, and several overhead signs. Bridge repairs will be limited to I-40 mainline bridges and not overpass bridges.

1.1.2 Project Description

The proposed I-40 Shelby County project (PIN 130352.00), which stretches from the Levee Road overpass to the interchange with Hollywood Street, will replace the existing concrete pavement with an asphalt surface through rubblizing and/or crack & seating existing concrete pavement. The project is approximately 2.85 miles in length.

Project horizontal and vertical designs should match existing; no major widening anticipated. Existing vertical bridge clearances should remain the same. Bridge repairs will be limited to I-40 mainline bridges and not overpass bridges. No improvements will be made to overhead signs. Traffic will be maintained on the existing roadway and bridges.

Project Construction Funding: The funding source for the Project is the Transportation Modernization Act (TMA) dollars, thereby requiring that the Design-Builders adhere to all pertinent state, federal, and local requirements State **and** Federal funding.

Environmental Clearance. TDOT has obtained a C-List Categorical Exclusion for the project.

Existing Utilities: No utility impacts are expected for this Project. If Utilities are encountered, it will be the responsibility of the DB Team to coordinate with the appropriate provider.

Owner-Furnished Materials: TDOT is to provide the following during the RFP phase .

- Simplified Functional Plans
- Geotechnical Borings to be provided as an addendum
- Bridge Inspection Reports

Restrictions and Constraints:

- All existing bridge and overhead sign clearances must be maintained
- Lane Closures must be maintained as per SP108B

1.2 Project Goals

The Project is intended to achieve the following goals:

1. Minimize inconvenience to the public during construction and maximize safety of workers and the traveling public.
2. Provide a management system or approach that ensures the requirements of the Project will be met or exceeded.
3. Provide a high-quality project that minimizes future maintenance.
4. Provide a solution consistent with TDOT Roadway Design Standards.
5. Adhere to local, state, and federal environmental regulations and/or permits that are required in executing and/or completing the Project.
6. Incorporate best management practices to control sediment, storm water runoff/discharge, or other environmental parameters that are established for the Project.
7. Implement innovative solutions to maximize the return on taxpayer investment by reducing costs or improving quality of the transportation system.
8. Complete construction as quickly as possible.
9. Provide a visually pleasing finished product.
10. Deliver on the construction schedule and obtain final project acceptance no later than October 30, 2027.

1.3 Procurement Schedule/Submittal Deadlines

The following procurement schedule and submittal deadlines are set out below. TDOT will not consider any submittal received after the deadlines stated below.

| Event/Submittal | Date/Time |
|--|--|
| Confidential (One-on-One) Meetings: ATC discussions | April 9, 2025 TBD Local Time |
| Deadline for submittal of Form QR, requests for QPL determination, organizational or Key Individual change requests, SOQ conflicts of interests update, and/or alternate technical concepts (ATCs) | April 21, 2025 4:00 PM Local Time |
| Deadline for TDOT’s last response on Form QR, requests for QPL determination, organizational changes, SOQ resubmittals, and/or alternate technical concepts (ATCs) determination | April 28, 2025 4:00 PM Local Time |
| Deadline for issuance of last addendum | |
| Technical Proposal and Price Proposal Due Date | May 16, 2025 10:00 AM Central Technical Proposal emailed to TDOT/PM Price Proposal through Bid Express |
| Public Price Proposal opening | May 30, 2025 |
| Anticipated award of design-build contract (or rejection of all Proposal) | June 30, 2025 |
| Anticipated issuance of initial notice to proceed | July 9, 2025 |

1.4 General Design-Builder Project Obligations

If awarded, the Design-Builder’s obligations generally include the following, all of which are more specifically described in the Contract Documents.

- Furnish all design services, quality management, materials, equipment, labor, transportation, and incidentals required to complete the Project according to the Readiness-for-Construction plans (RFC plans), TDOT’s Standard Specifications (as amended), and the Contract Documents.
- Perform the construction work according to the line(s), grade(s), typical sections, dimensions, and other details shown on the RFC plans, as modified by change order or other written directive issued by TDOT.
- Perform all work necessary to comply with the Contract Document requirements.
- Determine the full Project requirements through a comprehensive examination of the RFP, the Project site, and all Contract Documents.
- Identify and obtain all necessary clearances required to construct the Project.
- Coordinate the construction/relocation of utilities with the appropriate utility owners.
- Prepare all documents necessary to obtain the Project’s environmental permits.
- Follow all reference guidance as stated in TDOT’s *Design-Build Standard Guidance* and the specific technical requirements detailed in Book 3 (Project Specific Information).
- Coordinate/communicate with all stakeholders listed in the RFP or as identified during the Project.

1.5 RFP Communication

The Regional Alternative Delivery Project Manager (the TDOT primary point of contact) for this procurement and the Project is:

Mr. Christian Canady, P.E.
Christian.Canady@tn.gov
Alternative Delivery Division
Tennessee Department of Transportation
300 Benchmark Place
Jackson, TN 38301
Phone:(901) 237-0018

The above listed point of contact is to be the Proposer's single point of contact for all communications during the procurement process prior to the Proposal due date. The Proposer's single point of contact for communications during the procurement process shall be the only contact person to request information.

If awarded, the Design-Builder is expected to partner with the following:

1. TDOT Project Management Team
2. TDOT Specialty Groups:
Materials and Tests Division
3. Stakeholder/Stakeholder Groups:
 - a. Federal Highway Administration (FHWA)
 - b. Shelby County and the City of Memphis
 - c. Memphis Police and Fire Department
 - d. Shelby County Public Schools and Shelby County Parks and Recreation
 - e. Tennessee Department of Environment and Conservation (TDEC)
 - f. U.S. Army Corps of Engineers
 - g. U.S. Coast Guard
 - h. United States Postal Service
 - i. Local hospitals, businesses, and commercial developments

1.5.1 General Procurement Communication Protocols

All correspondence and submittals described in this **RFP Book 1 (ITP)** are to be submitted electronically and addressed to the TDOT primary point of contact.

1.5.2 General TDOT Communication Protocols

TDOT may post advance notices of addenda or other procurement information on the Project website and may also utilize e-mail alerts to all Proposers.

The Proposers may not rely on oral communications, or on any other information or contact that occurs outside the official communication process specified herein. Official communications will only be disseminated in writing, by email or via the website by TDOT.

1.5.3 Confidential (One-on-One) Meetings

TDOT may conduct confidential (one-on-one) meetings with each Proposer on the dates set forth in Section 1.3, and on such other dates as designated by TDOT in writing to all Proposers. The intent of the one-on-one meetings is to discuss:

- Issues, risk allocation, and clarifications regarding the RFP terms and overall Project details as part of an industry review process for a draft RFP release (if used).
- The Proposer's questions and TDOT feedback on its ATC submittals after release of the final RFP.

TDOT reserves the right to disclose to all Proposers any issues raised during any of the one-on-one meetings; provided, however, that TDOT will not disclose such issues if TDOT determines that disclosure (a) would (x) impair the confidentiality of information submitted as part of this procurement or (y) reveal a Proposer's confidential business strategies or (b) is not necessary for purposes of fairness and transparency. Except for meetings that TDOT expressly indicates are optional, participation at such meetings by the Proposers is to be mandatory. Representatives of TDOT, FHWA, and their consultants may attend and participate in one-on-one meetings.

Any communication at the one-on-one meetings is subject to the following rules:

- The meetings are intended to provide clarification to Proposers to enhance understanding of and responsiveness to the RFP and to provide Proposers with a better understanding of the Project and Project-related documents or communications provided by TDOT.
- TDOT will not discuss with any Proposer any information submitted as part of this procurement (including other Proposals or other Proposers' ATCs) other than its own.
- Proposers shall not seek to obtain commitments from TDOT in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers. Accordingly, TDOT will reasonably attempt to provide material information about the Project or procurement that TDOT reveals or discusses in response to questions raised in a one-on-one meeting to all other Proposers.
- The discussions or any statements made by either party shall not be binding on such party.
- No part of the evaluation of Proposals will be based on the conduct or discussions that occur during these meetings.

During one-on-one meetings, Proposers may ask questions, and TDOT may provide responses. However, any responses provided by TDOT during one-on-one meetings may not be relied upon unless such questions were submitted in writing and TDOT provided written responses in accordance with Section 1.5.4. Such questions and responses are to be provided in writing to all Proposers, except to the extent such questions are deemed by TDOT to contain confidential or proprietary information relating to a particular Proposal or ATCs (unless, in either case, TDOT believes such disclosure is necessary in the interest of maintaining a fair procurement process or complying with applicable state and federal laws).

1.5.4 RFP Questions and Addenda Process

1.5.4.1 QUESTIONS AND REQUESTS FOR CHANGE OF CONTRACT TERMS OR SPECIFICATIONS

The Proposers may provide questions on the RFP, Reference Documents (including the base technical concept/BTC), Contract Documents (**Book 2 or Book 3**) provisions, and specifications that the Proposer considers unclear or incomplete.

To be considered, the questions must identify:

- The document title, page, and subsection where the language is located;
- A question or description of the unclear language or omission, or the specific discrepancies between identified provisions that result in ambiguity; and
- A reason for the requested change, supported by factual documentation, and the proposed change (as applicable).

All requests are to be submitted to the TDOT primary point of contact by the deadline listed in Section 1.3 and are only be accepted on Form QR in electronic format by email.

1.5.4.2 REQUESTS FOR QPL PRODUCT DETERMINATION

In accordance with [TDOT's Materials and Tests SOP 1-9](#) (*Material Exceptions for Alternative Delivery Project*), the Proposer may request to use a product in lieu of a product on TDOT's qualified product list (QPL). For all requests, the Proposer is to provide:

- Explanation of intent to use alternate materials/products;
- Type of material or product not meeting current specification or procedures:
 - Difference of materials/products proposed;
 - Benefit of proposed materials/products;
- History of material/product (list of projects utilizing, date of usage, quantity, etc.);
- Manufacturer's certification and recommendation of placement/usage;
- Submittal of contract documentation:
 - Standard/alternate drawings, plans, specifications, mix designs (using local materials to the extent possible), etc. documenting how the materials/product is to be utilized on the Project;
 - Proposed Quality Control Plan for use on the Project (see part 2 of the SOP for requirements); and
 - Proposed method of acceptance (see part 3 of the SOP for requirements).

The Proposer is to not submit any proprietary items, unless specified in accordance with 23 CFR § 635.411 and approved by TDOT prior to the request.

TDOT may reject any request without recourse by the Proposer. TDOT has no obligation to review the product and shall not be liable for failure to accept or act upon any request. TDOT shall be the sole judge of the acceptance or rejection of a product. If a formal response has not been issued by TDOT thirty (30) days prior to the Proposal due date listed in Section 1.3, the product shall be deemed rejected.

Of note, certain Proposer QPL requests and TDOT responses may remain confidential, as determined by TDOT, until the time of awarding a design-build contract.

1.5.4.3 TDOT RESPONSE TO QUESTIONS AND RFP ADDENDUM

As it deems appropriate for the procurement process and in its discretion, TDOT provides responses to all:

- Requests for answers; and
- Requests for change of Contract Document terms or specifications.

If TDOT determines that a request raises an issue that should be resolved by amending an RFP provision, specification, or contract term, TDOT may issue a formal addendum clearly identifying the change as amending, revising, or modifying the RFP, specification, or contract term. TDOT may issue addenda up to thirty (30) days prior to the Proposal due date, unless TDOT extends the Proposal due date concurrent with issuance of an addendum.

TDOT is to post all addendum or response information in writing on the Project website for all Proposers to view. Of note, Proposer questions and TDOT responses are not confidential material.

1.5.5 Prohibited Communications and Contingency Fee

Commencing with the issuance of the Request for Qualifications (RFQ) and continuing until the earliest of (i) award and execution of a contract, (ii) rejection of all Proposals by TDOT, or (iii) cancellation of the procurement, no Proposer or representative thereof is to have any communications regarding the RFP, Contract Documents, or procurement process described herein with:

1. Any employee of TDOT, including members of the Selection Committee;
2. Shelby County and the City of Memphis
3. Memphis Police and Fire Department
4. Any employee of FHWA
5. Any TDOT staff, advisors, contractors, or consultants involved with the procurement, including those referenced in Section 1.6, except for communications expressly permitted by the RFP, or except as approved in writing in advance by TDOT, in its sole discretion.

Additionally, no member of Proposer's organization (employees, agents, Principal Participants, Major Participants, the lead designer, Key Personnel, or the Technical Manager) may communicate with members of another Proposer's organization to give, receive, or exchange information, or to communicate inducements, that constitute anti-competitive conduct in connection with this procurement.

The Proposers are also not to contact stakeholders (as listed in this Section) regarding the RFP content or the requirements for the Project. Stakeholder staff includes employees of city(ies) and county(ies) in which the Project or any part of it is located. Prohibited communications do not include contact with regulatory/county/city officials for the limited purpose of obtaining information regarding available detour routes and conditions associated with such use or regulatory/county/city guidelines.

The foregoing restriction does not, however, preclude or restrict communications regarding matters unrelated to the RFP, Contract Documents, or procurement process or to limit participation in public meetings or any public or Proposer meeting related to the RFP.

Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of TDOT, and any Proposer's failure to comply with this prohibition is to render it ineligible for proposing under this RFP.

Additionally, any person, firm, or entity submitting a Proposal and competing for a design-build contract is also prohibited from offering or paying a contingency fee of any type that is directly tied to specific actions or work designed to help the Proposer obtain a design-build contract through this procurement process.

1.6 Organizational Conflicts and Ineligible Firms

As defined in TDOT Rule 1680-05-04-.02(19), “organizational conflict of interest” means that because of other activities or relationships with other persons or entities, a Proposer is unable or potentially unable to render impartial assistance or advice to TDOT, or the Proposer’s objectivity in performing the contract work is or might be otherwise impaired, or the Proposer has an unfair competitive advantage. As a general rule, no person or firm that has assisted TDOT in preparing the RFQ or RFP will be allowed to participate as a Proposer or in any capacity on a Proposer’s team; provided, however, TDOT may determine that there is not an organizational conflict of interest where (i) the role of a person or firm was limited to the provision of preliminary design, reports, or similar “low level” documents that may be incorporated into the RFP but did not include assistance in the development of instructions to design-builders/proposers or evaluation criteria; or (ii) all documents and reports delivered to TDOT by the person or firm are made available to all potential design-builders.

Further, if a person or firm has participated in preparing the NEPA or TEER document for the Project, such person or firm shall not be allowed to respond to the RFQ or RFP for the Project if (i) the NEPA or TEER document for the Project is not complete prior to the date on which the RFQ or RFP has been advertised; or (ii) the person or firm has any continuing decision-making responsibilities with respect to the NEPA or TEER process for the Project after the date on which the RFQ or RFP has been advertised.

As such, the Proposer is prohibited from teaming with, receiving any advice from, or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including:

1. Alfred Benesch & Company, Inc.
2. Jacobs Engineering Group Inc.
3. Bacon Farmer Workman Engineering & Testing, Inc.
4. THY, Inc.
5. Affiliates (including parent companies, subsidiary companies, Persons under common ownership, joint venture members and partners, and other financially liable parties for a Person) of any of the above.

Such persons and entities are also prohibited from participating on a Proposer team as a contractor, subcontractor, consultant, or subconsultant.

The Proposer is to comply with the following disclosure requirements if:

- The Proposer finds that a Principal Participant, Major Participant, lead designer, or any Key Personnel listed in its statement of qualifications (SOQ) are no longer eligible to be part of its organization or team for this procurement due to a conflict of interest (as defined in 23 CFR 636),
- The Proposer’s organization has changed since submittal of the Proposer’s SOQ, or
- Additional potential conflicts of interest have developed since the Proposer’s submittal of its SOQ.

If the Proposer’s organization has changed and the change has been approved by TDOT, or additional potential conflicts of interest have developed since the Proposer’s SOQ submittal, the Proposer is to submit

a new SOQ for the section in question and make a full disclosure of all potential organizational conflicts of interest, as described in TDOT Rule 1680-05-04-.07(5) and 23 CFR § 636.116, other than those already disclosed in the SOQ. The Proposer is to submit any revised SOQ section(s) for TDOT review prior to the deadline listed in Section 1.3.

If the Proposer's organization has not changed and no additional potential conflicts of interest have developed since initial submittal of the Proposer's SOQ, the Proposer is to submit a signed statement that no potential organizational conflicts of interest currently exist other than those already disclosed within the Proposer's SOQ. The *Design-Build Standard Guidance* and the COI Guidelines provided with Form COI includes additional details regarding the state's conflict of interest standards and disclosure regarding former TDOT employees.

By submitting its Proposal, the Proposer agrees that, if an organizational conflict of interest is thereafter discovered, the Proposer must make an immediate and full written disclosure to TDOT that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, TDOT may, in its sole discretion, disqualify the Proposer. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose exists, and the Proposer has entered into a design-build contract for the Project, TDOT may, in its sole discretion, terminate the contract. In either case, TDOT reserves all legal rights and remedies.

The Proposers are also advised that the TDOT's guidelines in this RFP are intended to augment applicable federal and state law, including federal organizational conflict of interest laws and rules, TDOT Rule 1680-05-04-.07(5) requirements, and the laws and rules relating to the National Environmental Policy Act (NEPA). Such applicable law also applies to Proposer teams and teaming and may preclude certain firms and their entities from participating on a Proposer team.

1.7 Changes in Proposer Organization or Key Personnel after Submittal of the SOQ

The Proposer must submit with any response to this RFP the same information about the proposed Principal Participant, lead designer, Major Participant, or other team member that was originally submitted in the SOQ in response to the RFQ, including legal and financial information (pass/fail) and technical evaluation information. If a team member is proposed to be added, deleted, or substituted, the Proposer must submit such additional information as may be required by TDOT to demonstrate that the changed organization still meets the RFQ criteria upon which shortlist selection was based.

1.7.1 Changes to Key Individuals

By listing "Key Individuals" in the SOQ, the Proposer agrees to make the listed personnel available to complete the work, at whatever level and capacity the Project requires. In order for a Proposer to remain qualified to submit a Proposal and be awarded the contract after it has been placed on the shortlist, unless otherwise approved in writing by TDOT, the Proposer's Key Individuals as identified in the SOQ must remain intact for the duration of the procurement (i.e., until execution of the contract).

"Key Individuals" identified in the SOQ are not to be modified during the RFP procurement process or in the Proposal without written approval of TDOT. TDOT may revoke an awarded contract if any Key Personnel/Individual is removed, replaced, or added to without TDOT's written approval.

TDOT does not approve requests for modification without justification. Examples of justification could include death of a team member, changes in employment status, bankruptcy, inability to perform, or organizational

conflict of interest. Additionally, the written request must document that the proposed removal, replacement, or addition is equal to or better than the Key Personnel or Major Participant provided in the SOQ.

To secure TDOT's approval, the Proposers is to provide a written request to the TDOT primary point of contact by the deadline listed in Section 1.3 that includes:

- The nature and reason for the desired change, and
- A statement of how the change is to meet the required qualifications for the position/responsibility.

In its discretion, TDOT uses the criteria specified in the RFQ and the qualification submitted by the Proposer in the SOQ to evaluate all requests.

The written approval to modify the Key Personnel shall be included in Technical Proposal Volume I. A Proposer's failure to comply with this requirement may be justification for removing the Proposer from further consideration for this Project.

1.7.2 Changes to the Proposer's Organization

By listing "Major Participants" in the SOQ, the Proposer agrees to make the listed team members available to complete the work, at whatever level and capacity the Project requires. In order for a Proposer to remain qualified to submit a Proposal, unless otherwise approved in writing by TDOT, the Proposer's organization as identified in the SOQ must remain intact for the duration of the procurement (i.e., until execution of the contract).

"Major Participants" identified in the SOQ are not to be modified during the RFP procurement process or in the Proposal without written approval of TDOT. TDOT does not approve requests for modification without justification. Examples of justification could include changes in the ownership of Proposer or Major Participants identified in its SOQ, including additions, deletions, reorganizations, changes in equity ownership interests, and/or role changes in or of any of the foregoing.

To secure TDOT's approval, the Proposers is to provide a written request to the TDOT primary point of contact by the deadline listed in Section 1.3 that includes:

- The nature and reason for the desired change, and
- A statement of how the change is to meet the required qualifications for the position/responsibility.

If a request is submitted, the Proposer shall provide such additional information as may be required by TDOT (including a consent to assignment) that demonstrates that the changed team meets the RFQ and RFP criteria. In its discretion, TDOT uses the criteria specified in the RFQ and the qualification submitted by the Proposer in the SOQ to evaluate all requests.

The written approval to modify the Proposer's organization shall be included in Technical Proposal Volume I. A Proposer's failure to comply with this requirement may be justification for removing the Proposer from further consideration for this Project.

1.8 Nondiscrimination in Contracting/EEO Requirements

The Proposer is required to follow Federal Equal Employment Opportunity (EEO) policies.

The Proposer agrees that no person is to be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of any contract or in the employment practices of the Proposer on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee constitutional or statutory law.

The Proposer is to, upon request, show proof of such nondiscrimination and post in conspicuous places, available to all employees and applicants, all notices of nondiscrimination.

1.9 Disadvantaged Business Enterprise (DBE) Program Requirements

TDOT has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation, 49 CFR Part 26. It is the policy of TDOT that DBEs, as defined in 49 CFR Part 26, and other small businesses are able to compete fairly in contracts financed in whole or in part with public funds.

TDOT's updated directory of DBEs can be viewed at the following website:

<http://www.tn.gov/tdot/topic/small-business>

Consistent with this policy, TDOT does not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any federal-aid contract because of sex, race, religion, or national origin.

In this regard, the Proposer is to take all necessary and reasonable steps (in accordance with 49 CFR Part 26) to ensure that DBEs have the maximum opportunity to compete for and perform the design-build contract.

1.10 Proposal Modifications or Withdrawal

Prior to the Proposal due date, a Proposer may submit written modifications identified either by redlined text or on the Proposer's letterhead indicating the revisions with reference to the Proposal or form section, subsection, paragraph (if applicable) and page number.

The Proposer must submit to the TDOT primary point of contact, either in person or via email, its Proposal modifications with an affirmation signed by each of the original signatories that the modifications amend the terms of the Proposal previously submitted.

If the initial Proposal has been modified by hand-written interlineations, strikeouts, or erasures, each such alteration must be initialed in blue ink by the signatory to the Proposal and submitted to TDOT's primary point of contact.

A Proposer may withdraw its Proposal, either in person or via email, prior to the Proposal due date by submitting written notice to the TDOT primary point of contact on the Proposer's letterhead signed by an authorized representative. The notice must include the name and telephone number of the Proposer's representative that will be contacted to arrange for the Proposer to retrieve the withdrawn Proposal.

A Proposer may also withdraw its Proposal in person prior to the Proposal due date upon presentation of identification and evidence of authorization to act for the Proposer. If possible, TDOT will return all Proposal materials at the time an in-person withdrawal is presented.

Withdrawal of a Proposal does not preclude a Proposer from subsequently submitting a new Proposal, so long as that new Proposal is properly submitted and received by the TDOT primary point of contact prior to the Proposal due date.

If the Proposer withdraws its Proposal and TDOT chooses to issue a new, revised, or modified RFP after the Proposal due date, the Proposer must state within its withdrawal written notice its request to be considered eligible to submit a Proposal in this instance. If the withdrawal is in person or the written notice does not state this request, the Proposer is no longer considered eligible for the Project and is not eligible to receive a stipend per Section 1.14.

Proposals received after the Proposal Due Date are to be returned unopened to the Proposer. TDOT does not consider any Proposal modifications submitted after the Proposal due date. Nor does TDOT acknowledge Proposal withdrawals submitted after the Proposal due date. In these instances, the Proposer is not eligible for a stipend per Section 1.14.

If the Proposer does not submit a Proposal by the Proposal due date and TDOT chooses to issue a new, revised, or modified RFP, the Proposer is to be considered non-responsive to the requirements set forth herein. As a result, the Proposer is not eligible to respond to any additional RFP requests from TDOT on this Project and is not eligible to receive a stipend per Section 1.14.

1.11 Confidentiality

Documents submitted pursuant to this RFP are subject to the Tennessee Public Records Law, including without limitation T.C.A. §10-7-503 to 10-7-506. In accordance with T.C.A. § 10-7-504(a)(7), TDOT retains records submitted in response to this RFP as confidential until contract award, unless otherwise provided by law. TDOT shall not be liable for disclosure or release of information when authorized or required by law to do so. TDOT shall also be immune from liability for disclosure or release of information.

During the procurement process, the following Proposer submittals and TDOT responses are to remain confidential until after award of a design-build contract:

- Certain QPL requests and TDOT's approval,
- Organizational change requests,
- SOQ section resubmittal to address organizational conflicts of interests,
- Alternate technical concepts (ATCs),
- Information discussed at any confidential procurement-related meeting, and
- Technical Proposal and Price Proposal.

1.12 Proposal Meetings

If listed in Section 1.3, TDOT may elect to hold mandatory or volunteer meetings with the Proposers. If requested, the Proposer is expected to bring (a) appropriate members of its anticipated Key Personnel, and if required by TDOT, (b) senior representatives of the proposed designer and technical manager.

1.13 Modifying or Issuing a New RFP

TDOT reserves the right, in its sole discretion, to:

- Reject any or all Proposals;
- Issue a new RFP;
- Cancel, modify, or withdraw the RFP in its entirety;
- Solicit subsequent "best and final offers" (BAFOs) from the Proposers; and
- Modify the RFP process (with appropriate notice to the Proposers).

A best and final offer (BAFO) is a request for a proposer to modify its Technical and/or Price Proposal after the Proposal due date because all Price Proposals exceed an acceptable range of TDOT's estimate. If this

does occur, TDOT will issue a best and final RFP, which may make minor changes to the scope of work and/or contract requirements to allow Proposers to revise their technical and/or price proposals.

Alternately, TDOT reserves the right to redistribute a new or modified RFP, outside the issuance of a BAFO RFP, to the eligible shortlisted Proposers if in the judgment of TDOT that this is in the best interest of TDOT or the public.

This may occur at any time prior to the execution of the design-build contract, without incurring any obligations or liabilities.

1.14 Cost of Preparation and Stipend

A stipend of \$65,000 is to be awarded to each shortlisted Proposer that provides a responsive, but unsuccessful Proposal. If award of a design-build contract is not made, all shortlisted Proposers that have submitted responsive Proposal are eligible to receive the stipend.

If TDOT chooses to continue the process by revising, modifying, or issuing a new RFP, or issuing a BAFO, a stipend is only to be paid to each eligible Proposer responding to the additional request and/or requirement.

Each responsive, but unsuccessful Proposer is to submit a request for stipend to the TDOT primary contact within thirty (30) days after the award of the design-build contract or the decision not to award.

If the Proposer requests and accepts the stipend, TDOT reserves the right to use any ideas, ATCs, or information contained in the Technical Proposals in connection with any design-build contract awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Proposers. Unsuccessful Proposers may elect not to request a stipend, and thus refuse payment, to retain any rights to its Proposal and the ideas, ATCs, and information contained therein.

The decision to issue a new RFP, a modified/revised RFP, or a BAFO indicates TDOT's decision to continue with the award and not to cancel the Project. In these instances, TDOT is to pay the stipend only once after the conclusion of the entire procurement process.

2 ALTERNATIVE TECHNICAL CONCEPTS

To accommodate innovation that may not be specifically allowed by the RFP, the Proposer has the option of submitting alternative technical concepts (ATCs). An ATC is a confidential query to TDOT that requests a variance to the requirements of the RFP or other Contract Documents that is equal or better in quality or effect as determined by TDOT, in its sole discretion, and that have been used elsewhere under comparable circumstances.

The Proposer may include an ATC in the Proposal only if the ATC has been approved by TDOT.

2.1 Eligibility and Disclaimers

An ATC shall in no way take advantage of an error or omission in the RFP. If, as determined by TDOT in its sole discretion, a Proposer's ATC is deemed to take advantage of an error or omission in the RFP, TDOT may revise the RFP without acknowledgment or disclosure of the ATC.

By approving an ATC, TDOT acknowledges that the ATC may be included in the design and Readiness-for-Construction (RFC) plans; however, approval of any ATC in no way relieves the Proposer of its obligation to satisfy:

- Other design-build contract requirements not specifically identified in the ATC submittal;
- Any obligation that may arise under applicable laws and regulations; and
- Any obligation mandated by the regulatory agencies as a permit condition.

A proposed ATC is not acceptable if it:

- Merely seeks to reduce quantities, performance, or reliability, or seeks a relaxation of the contract requirements;
- Requires the addition of a separate TDOT or other agency project (such as expansion of the scope of the Project to include additional roadways);
- Requires a change in state or federal law;
- Increases the amount of time required for Substantial Completion; or
- Requests a change to the TDOT-specified pavement designs to reduce pavement section requirements.

2.2 Submittal Requirements

The Proposer may submit a max of 6 ATCs per week after release of the RFP and until the deadline for ATC submittals listed in the procurement schedule in Section 1.3. Of note, TDOT recommends that the Proposer not wait until the deadline to submit its initial version(s) of any ATC(s) on the chance that the ATC is deemed to be incomplete or would require resubmittal that could not happen after the ATC deadline.

The Proposer is to submit one (1) electronic copy in Adobe.pdf format that is searchable alongside a completed Form ATC for each ATC submittal.

Each ATC shall include the following information:

1. Description. Provide a detailed description and schematic drawings of the ATC configuration or other appropriate descriptive information (including, if appropriate, product details [i.e., specifications, construction tolerances, special provisions] and a traffic operational analysis, if appropriate).

2. Usage. Describe where and how the ATC is to be used on the Project.
3. Deviations. Reference all requirements of the RFP that are inconsistent with the proposed ATC, explain the nature of the deviations from said requirements, and submit a request for approval of such variance(s).
4. Analysis. Submit an analysis justifying use of the ATC and why the variance to the requirements of the RFP should be allowed.
5. Impacts. Discuss potential impacts on vehicular traffic, the environment, community, safety, Project life-cycle, design life, and future repair and maintenance.
6. History. Provide a detailed description of other projects where the ATC has been used, the success of such usage, and names and telephone numbers of project owners that can confirm such statements.
7. Risks/Opportunities. Describe any added risks or opportunities to TDOT and other entities associated with implementing the ATC.
8. Costs. Describe the ATC implementation costs to TDOT, the Proposer/Design-Builder, and other entities (right-of-way, utilities, mitigation, long term maintenance, etc.). Include an estimate of any cost savings that would accrue to TDOT or related third-party(ies) should the ATC be approved and implemented.
9. Schedule. Identify any reduction in the time to reach Substantial Completion resulting from implementing the ATC, including, as appropriate, a description of the methods and commitments to reducing time on the Project.
10. Environmental. Provide a preliminary analysis of potential impacts on environmental clearances (including impacts to any current environmental approvals, changes to an environmental permit application, and/or changes or need for additional governmental/environmental approvals) and an analysis of whether the Proposer believes a reevaluation or supplemental environmental document(s) would or would not be required and why if the ATC were to be approved and implemented.
11. Right-of-Way. Any change to the Project right-of-way is considered an ATC that requires TDOT review and approval. If the Proposer's ATC requires additional or modified right-of-way compared to the BTC, the Proposer is to submit an Initial Right-of-Way (ROW) Acquisition Exhibit containing the ROW Acquisition Sheets and ROW Acquisition Table that includes all proposed areas of right-of-way and easements and proposed Property Maps/Present Layouts that clearly depict the proposed acquisitions. The format of this submittal is to adhere to TDOT Roadway Design format.
12. Traffic modeling. Provide the Proposer's traffic modeling files and summary of the revisions made to the project's traffic model if the ATC modifies the Project's geometry, number of lanes, or other configuration element.

The Proposer shall include the ATC, if approved, in its Price Proposal if the Proposer elects to include the ATC in its Technical Proposal.

2.2.1 TDOT Review

TDOT is to select a panel to review each ATC, which may include members of the Design-Build Review Committee (DBRC). The Proposer shall make no direct contact with any member of the review panel. Unapproved contact with any member of the review panel is to result in a disqualification of that ATC or, in TDOT's discretion, disqualification of the Proposer.

TDOT may request additional information regarding a proposed ATC at any time. TDOT intends to return responses to, or request additional information, within ten (10) business days of the original submittal. If additional information is requested, TDOT may provide a response within ten (10) business days of receipt of all requested information.

Under no circumstances is TDOT responsible or liable to the Proposer or any other party as a result of disclosing any ATC materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of TDOT or their respective officers, employees, contractors, or consultants.

TDOT reviews each ATC and intends to respond on Form ATC with one of the following determinations:

1. The ATC is approved for inclusion in the Proposal (with such conditions, modifications, or requirements as identified by TDOT in its approval);
2. The ATC is not approved;
3. The ATC is not approved in its present form, but may be approved upon satisfaction, in TDOT's sole discretion, of certain identified conditions that shall be met or certain clarifications or modifications that shall be made upon resubmittal;
4. The submittal does not qualify as an ATC but may be included in the Proposal without an ATC (i.e., the concept complies with the baseline requirements of the RFP);
5. The submittal does not qualify as an ATC and may not be included in the Proposal; or
6. The ATC is deemed to take advantage of an error or omission in the RFP, in which case the ATC will not be considered, and the RFP is to be revised to correct the error or omission.

2.2.2 ATC Inclusion in the Proposal

The Proposer may incorporate one or more approved ATCs as part of its Proposal, with specific discussion within the Technical Proposal. Except for incorporating an approved ATC, the Technical Proposal may not otherwise contain exceptions to, or deviations from, the requirements of the RFP. If TDOT responded to an ATC by stating that it is approved with certain conditions noted, these conditions must be stipulated and met in the Technical Proposal and design-build contract. In addition to providing assurances to meet all attached conditions, the Proposer is to also include a copy of the ATC approval letter with the approved Form ATC in Volume III of Technical Proposal as described in Section 3.

The Price Proposal shall reflect all incorporated ATCs.

Approval of an ATC in no way implies that the ATC will receive a favorable review from the DBRC. The Technical Proposals is to be evaluated as aligned with the evaluation criteria listed in Section 4, regardless of whether ATCs are included.

3 PROPOSAL SUBMITTAL INSTRUCTIONS

The Proposal consists of two parts: 1) the Technical Proposal and 2) Price Proposal. By submitting a Price Proposal and executing the signature sheets contained in the RFP, the Proposer acknowledges that it understands the procurement process, submittal requirements, and evaluation criteria contained in this **RFP Book 1 (ITP)**.

3.1 Submission and Format Requirements

3.1.1 Technical Proposal

The Proposer is to submit the Technical Proposal electronically by email and include the following:

- Recipient is the TDOT primary point of contact at the address listed in Section 1.5;
- Subject Line “DB2501 Design-Build Technical Proposal -- Procurement Sensitive Information”.
- Proposer’s name, contact person’s name, mailing address, “I-40 Resurfacing and Rehabilitation from Levee Road Overhead to Hollywood Street Overhead, Shelby County Design-Build Project (DB2501)”

All narrative sections in the Technical Proposal are to be Arial font with a minimum font size of 11-points. The Proposer may use smaller font sizes for charts, diagrams, graphs, and tables.

The Proposer is to organize its Technical Proposal into three volumes in the order listed in this Section 3.1.1.

- **Technical Proposal: Volume I (Cover Letter, Forms, and Evidence of Authority)** – There is *no page limit* on the information required to be submitted under Volume I. The Proposer is to place the required forms after a tab labeled “Forms.”
- **Technical Proposal: Volume II (Technical Approach)** – Responses under Volume II shall be limited to a maximum of 30 pages, not including cover/title page or section dividers. All other information submitted in Volume II is to be counted in calculating page count.
- **Technical Proposal: Volume III (Technical Proposal Appendices)** – There is *no page limit* on the information required to be submitted under Volume III (Technical Approach Appendices). The Proposer is to include a tab for each major section described in Section 3.4.

Technical Proposal pages shall be 8-½ inch x 11-inch white paper. Drawings or sketches shall be submitted on 11-inch x 17-inch and/or 8 ½-inch x 11-inch white paper. The Proposal CPM schedule plots shall be on 8-½-inch x 11-inch or 11-inch x 17-inch paper. Double-sided pages shall be used except for pre-printed information, such as corporate brochures, and the original copy of all signed forms, which are to be single-sided. Where page limits are required, each 8 ½-inch by 11-inch page counts as one (1) page towards any assigned page limits; each 11-inch by 17-inch page counts as two (2) pages towards any assigned page limits.

The Technical Proposal should present information clearly and concisely. Text or other information that is difficult to read may be disregarded, potentially resulting in either a lowered score or rejection of the Proposal as non-responsive.

The Proposer is to submit one (1) original of its Technical Proposal, labeling the original Technical Proposals “ORIGINAL”.

3.1.2 Price Proposal

The Proposer is to submit its Price Proposal using internet bidding with an electronic bid bond. The Proposer **shall not** submit a hardcopy of its Price Proposal. The internet bid and electronic bid bond executed by the Proposer and its surety is considered a complete Price Proposal to be printed at the time of the public opening.

TDOT posts letters recognizing RFP addenda/amendments to the electronic bidding file on the Alternative Delivery or internet bidding with electronic bid bond website. The Proposer is to acknowledge addenda by completing the Technical Proposal Signature Page (Form TPSP) and including the form in Volume I. Also, by submitting the EBS bid file within a Proposer's Price Proposal, the Proposer is acknowledging all addenda associated with the Price Proposal. It is the Proposer's responsibility to notify all affected manufacturers, suppliers, and subcontractors of any change. Failure to acknowledge receipt of addenda or to apply any applicable amendments to the electronic bidding file is grounds for rejection. The electronic bid "A" shall be the Total Bid Amount using any incorporated ATCs.

3.1.3 Forms

The forms referenced in this **RFP Book 1 (ITP)** and **RFP Book 2 (Design-Build Contract)** can be downloaded from Alternative Delivery website.

3.2 Technical Proposal Volume I (Cover Letter, Forms, and Evidence of Authority)

3.2.1 Cover Letter

The Proposer is to provide a cover letter (a maximum of two pages) that includes:

- The Proposer's desire to be considered for the Project;
- The official names and roles of all Principal Participants, the lead designer, and the Project Manager; and
- A single point of contact and the address and telephone and email address to which communications should be directed.

An authorized representative of the Proposer's organization is to sign the cover letter. If the Proposer is not yet a legal entity or is a joint venture or general partnership, authorized representatives from all Principal Participants are to sign the letter.

Additionally, if the Proposer requests to add, delete, or substitute a Principal Participant, or substitute its lead designer or any Key Personnel that it identified in its SOQ, the Proposer must make such request in this cover letter. In addition to including such a substitution or change request in its cover letter, the Proposer must follow the procedures and submit the information required under this RFP.

3.2.2 Forms

The Proposer is to include the following completed/executed forms in the order listed below in Volume I:

- Form TPSP – Technical Proposal Signature Page (**Note:** If the Proposer is a joint venture or partnership, each joint venture or partner must sign Form TPSP);
- Form C – Receipt of Addendum/Clarification;
- Form QR – RFP Question Request (include the most current Form QR with all TDOT answers);

- Form AT – Attestation regarding Personnel Used in Contract Performance;
- Form COI – Conflict of Interest Disclosure Statement; and
- Form LC – Lobbying Certification (submit a blank form if not applicable).

3.2.3 Evidence of Corporate Existence; Certificate of Authority

The Proposer is to submit the following (as applicable):

- A Certificate of Good Standing issued by the Proposer’s state of residence; or
- For entities not in the State of Tennessee, a Certificate of Authority to transact business in Tennessee.

3.2.4 Evidence of Authority to Enter into Joint Venture; Execute Joint-Venture Agreement

If the Proposer is a joint venture, the Proposer is to submit a copy of the joint venture agreement. Also, for each joint venturer, the Proposer is to submit the partnership agreement or corporate resolution authorizing it to enter into the joint venture and authorizing named individuals to execute the joint venture agreement on the joint venturer’s behalf.

3.2.5 Evidence of Proposal Signatory Authority

The Proposer is to submit bylaws, or the corporate resolution, partnership agreement, or joint venture agreement evidencing authority of each signatory to the Technical Proposal Signature Page (TPSP) and Proposal firm offer to execute it on behalf of the Proposer.

3.3 Technical Proposal Volume II (Technical Approach)

The Proposer’s Technical Approach (Volume II) is to consist of three sections in response to this RFP and the Project’s goals, scope of work, and Reference Documents provided by TDOT.

- Project Management Approach (see Section 3.3.1)
- Design Approach (see Section 3.3.2)
- Construction Approach (see Section 3.3.3)

3.3.1 Project Management Approach

The Proposer’s project management approach is to include, at a minimum, a description of the specific processes and rationale related to:

1. **Team organization and structure.**
 - a. Provide an organization chart depicting the Proposer’s design and construction team, including the Proposer’s quality and safety structure and all Key Personnel (both for level “1” personnel listed in the RFQ and the level “2” personnel listed in Section 3.4.1).
 - b. List the city and state where all Key Personnel (both level “1” and level “2” personnel) and Proposer design and construction staff are to be located for the duration of the Project.
2. **Project Administration.** Describe the Proposer’s administrative and operational approach to perform the work, including:

- a. Communication and coordination procedures between TDOT and the Proposer and how the Proposer's design staff is to interface with its construction staff;
- b. An approach for controlling costs and administering change management for both Proposer/Design-Builder-initiated (from the design or in the field) and TDOT-initiated changes;
- c. and Issue/risk. Include a risk register or matrix identifying no fewer than ten (10) risks that the Proposer believes are the most significant risks to both the Proposer and TDOT. Design Approach

The Proposer's design approach is to include, at a minimum, a description of the following:

1. Design development and review logistics.

- a. Describe how the Proposer facilitates a design development and review process to ensure quality submittals and responsiveness in resolving TDOT and other agency comments.

2. Proposer-specific technical solutions. Describe the Proposer's design approach (e.g., technical solutions), and identify any element of the Proposer's design that could be considered innovative, including a description of alternatives considered, with respect to each of the following design disciplines:

- a. Roadway;
- b. Geotechnical, including any geotechnical investigations to be performed by the Proposer;
- c. Maintenance of traffic (MOT);
- d. Environmental permits;
- e. Structures, including identification of:
 - i) All bridge types to be repaired, including any special design features or constructability techniques required

3.3.2 Construction Approach

The Proposer's construction approach is to include, at a minimum, a description of the following:

1. Construction staging and phasing.

- a. Illustrate the Proposer's construction staging and phasing plan, indicating the timing and sequencing of the Proposer's major work activities.
- b. Describe any traffic control strategies and how traffic is to be maintained for each construction phase.
- c. Depict all (if any) proposed detours and haul routes.

2. Safety.

- a. Discuss the Proposer's overall approach to work zone safety.
- b. Describe any unique safety considerations, including any proposed improvements to be implemented prior to or during construction that may enhance either work force or public safety during and after the construction phase.
- c. Describe or outline the process for coordinating design and construction functions, including both design and construction components and all Subcontractor activities. Include a brief description

(Construction Management Plan) of the Design-Builder proposes to deal with unexpected disruptions (e.g., weather- or crash-related).

3. **Site maintenance.** Detail how the Proposer is to maintain the Project site during the construction phase, including both routine (e.g., sweeping, mowing) and emergency maintenance procedures.
4. **Proposer-specific construction solutions.** Describe the Proposer's construction approach, and identify any element of the Proposer's construction approach that could be considered innovative, including a description of alternatives considered, for the following types of work:
 - a. Ensuring environmental compliance (for SWPPP/EPSC and environmental water quality permits).

3.4 Technical Proposal Volume III (Technical Approach Appendices)

The Proposer is to include the following submittals as appendices to support the narrative in Volume II (Technical Approach). TDOT may reference the information presented in these Volume III appendices to further evaluate what is presented in Volume II (Technical Approach).

3.4.1 Key Personnel (Level "2" Personnel) Resumes

The Proposer is to provide resumes (not to exceed one (1) page for each resume) for the following Level "2" Personnel:

- Prequalified Utilities Design Engineering/Coordination Coordinator
- Design Lead Engineer – Structures/Bridge Repair
- Design Lead Engineer – Roadway
- Design Lead Engineer - Pavement
- Design Lead Engineer – Geotechnical
- Design Lead Engineer – Maintenance of Traffic
- Erosion Prevention and Sediment Control Inspector
- Construction Lead – Structures/Bridge Repair
- Traffic Control Supervisor
- Quality Control Manager

3.4.2 Open-ended DBE Performance Plan (OEPP)

The Proposer is to provide an open-ended DBE Performance Plan (OEPP) on Form OEPP that includes:

- Details for the types of subcontracting work or services (with projected dollar amounts) that the DBT will solicit DBEs to perform;
- An estimated time frame in which actual DBE subcontracts are to be executed; and
- A list of any DBEs currently or anticipated to be contracted alongside associated scopes of work.

3.4.3 Preliminary Roadway Schematic/Concept Plans

The Proposer is to submit half-size plan sheets of its preliminary roadway schematic/concept plans. It is not the intent for the Proposer to submit fully developed design plans, but instead, include details sufficient to illustrate color, texture, pattern, emblems, proportion, corridor consistency, or other such visual effects. For

those details used in multiple locations, typical details will suffice with the locations for use noted in narrative or graphic form.

The preliminary schematic/concept plans are to include, at a minimum, the following:

- Show plan view of design concepts with key elements noted;
- Show preliminary drawings of bridge elements (as applicable);
- Identify preliminary horizontal and vertical alignments of all roadway elements; and
- Show typical sections for the roadway mainline.

3.4.4 ATC Approval Letter and Form ATC

The Proposer is to include a copy of each ATC approval letter with the approved Form ATC.

3.4.5 Proposal CPM Schedule

The Proposer is to prepare a Proposal CPM schedule to a Level IV work breakdown structure (WBS) to represent all design and construction work beginning at the Project's notice to proceed and extending through the Project's substantial completion (a "Contract Completion Date"). The Proposer is to submit its schedule both as a hard copy (in color) and electronically in Primavera format (.xer) meeting the requirements in Section 2.2 of **Book 3 (Project Specific Requirement)**, TDOT's Circular Letter 108.03.C, Chapters 2, 3, and 9 of the *Design-Build Standard Guidance*, and as consistent with TDOT's Project Sections and Pay Items (see list below).

The purpose of a Proposal CPM schedule is to ensure the Proposer has an adequate plan for execution of the work. The Proposal CPM schedule shall illustrate a meeting or exceeding of the Contract requirements where Project risks are mitigated with schedule logic and work sequencing. The schedule is to provide relevant detail, including right-of-way (for timing to acquire any proposed properties), environmental, third-party/Utilities, Department, administration, design, procurement, construction, contractual milestones, and major closure activities. The Proposal CPM schedule **shall not** include any cost-loading.

3.4.5.1 PROJECT SECTION AND PAY ITEMS

The Proposer is to submit a description of Pay Item Breakdowns, including the physical features and activities included in the Pay Item and all work included in the Pay Item Totals, as reflected on the Schedule of Items.

105-01.20 Design-Build Construction Stakes, Lines & Grades

- Field Survey
- Construction Staking

105-01.55 Design-Build Design Services

(All Design Activities shall be included in this item.)

- Definitive Design and Reviews
- Readiness-for-Construction Plans and Reviews, Specification and quantity estimates
- Working Drawings
- As-Built Plans and Reviews

105-08.20 Design-Build Contract Management

- Project Administration

- Project progress (scheduling)
- Contract progress submittals for payment

109-10.01 Trainee

- Trainee at the unit price \$0.80 per hour for each hour approved training provided, as indicated in SP1240

203-01.95 Design-Build Grading & Roadways

- Road and Drainage excavation
- Borrow excavation (rock)
- Borrow excavation (other than solid rock)
- Undercutting

204-05.50 Design-Build Geotechnical

- Borings
- Geotechnical Investigations
- Sinkholes

209-01.50 Design-Build Environmental Management

- EPSC measures, EPSC installation
- EPSC inspections
- Permit Acquisitions

301-50.50 Design-Build Pavement

- Any aggregate base
- Any Bituminous Plant Mix Base (HM) (A, BM-2, Etc.)
- Any Bituminous Concrete Surface (HM) (D, E)
- Treated Permeable Base Or Lean Concrete Base
- Any Portland Cement Concrete Pavement (\leq 10 in. Thickness)
- Any Portland Cement Concrete Pavement ($>$ 10 in. Thickness)
- Tack, Prime coat

604-10.95 Design-Build Bridges

- Components (steel, deck drains, etc.)
- Bridge Repairs
- Inspections

610-10.50 Design-Build Drainage

- Catch Basins
- Storm Drainage System

- Side drain
- Under drain

712-01.75 Design-Build Maintenance of Traffic

- Work Zone Safety Plan
- Temporary Barrier Rail
- Concrete Median Barrier
- Guardrail
- Changeable Message Sign
- Traffic Control
- Project photography and videography

714-40.75 Design-Build Utilities (if determined by ATCs)

- Coordination
- Relocation
- Lighting
- ITS

713-15.25 Design-Build Signing (if determined by ATCs)

- Footings
- Installation
- Removal and Disposal

716-99.50 Design-Build Striping/Pavement Markings

- Material
- Raised Pavement Markers
- Snowplowable Raised Pavement Markers

717-99.95 Design-Build Mobilization

3.5 Price Proposal Content and Disclaimers

The Proposer is to submit responses for each element below, using the required forms as instructed and inputting the requested information into the internet bidding with electronic bid bond. All prices quoted shall be in U.S. currency as of the Proposal due date.

3.5.1 Price Proposal Contents

The Proposer is to include the following as part of its Price Proposal.

- Electronic Price Proposal (including specified Contract Completion Time)
 - The Proposer is to specify the number of calendar days after receipt of the initial notice to proceed required for completion of the Project within its Price Proposal. Completion of the project is completion of all work to be done under the design-build contract (except for

plant/vegetation establishment and punch list items as defined in the *Design-Build Standard Guidance*) and TDOT has provided final acceptance as stated in TDOT's Standard Specifications.

- The number of calendar days specified by the Proposer in its Price Proposal is to be placed in the design-build contract prior to execution of said contract.
- Electronic Proposal Security in the amount of five percent (5%) of the Proposal Price.
 - The Proposal Security may be submitted in the form of a Proposal Bond or Proposal Guarantee issued by an insured institution or certified check payable to the Tennessee Department of Transportation.
 - If the Proposer bidder's bond is offered as guaranty, the bond must be made by a surety company that is qualified and authorized to transact business in the State of Tennessee and must be acceptable to TDOT.

3.5.2 Instructions Regarding Preparation

The Proposer is to complete and submit its Price Proposal in compliance with the following:

- Provide a lump sum price for each Pay Item Total in each Pay Item.
 - The lump-sum price shall represent the total price to complete and integrate all work represented by that Pay Item into the Project, inclusive of associated overhead, labor, materials, equipment, tools, transportation, and Project administration.
 - These **are not** bid items and will be used as a basis in developing the cost-loaded Project CPM schedule after award.
- Utilize the same titles, contents, and limits as are shown on Schedule of Items.

3.5.3 Price Proposal Disclaimers

The Proposer is cautioned that the total price proposed in the Price Proposal "Schedule of Items" (the "A") is to become the Contract Amount upon contract execution and constitutes total compensation to the selected Design-Builder for performing the contract, including all minimum contract requirements.

The fact that a selected Proposer's Technical Proposal may contain elements that do not meet or exceed all minimum contract requirements, as determined by TDOT (in its sole discretion), does not entitle the selected Proposer to receive compensation more than the amount of its Proposal Price as a condition of performing the minimum contractual requirements or any other design-build contract obligation. Nor shall such fact entitle the selected Proposer to perform below minimum contract requirements or fail to perform any other design-build contract obligation.

4 EVALUATION AND SELECTION PROCESS

TDOT evaluates all Proposals submitted in accordance with this **RFP Book 1 (ITP)**. As part of the evaluation and selection process, TDOT may reject all Proposals or any Proposal that:

- Does not comply with the requirements set forth in the RFP, and TDOT Rule 1680-05-04, or applicable state law; or
- Does not meet the applicable standards of responsibility.

4.1 Responsiveness Criteria

Prior to any evaluation of the Technical Proposal or opening of the Price Proposal, TDOT completes a responsiveness check. A Proposer's failure to properly submit the following submittals in the prescribed format and organization may render the Proposal non-responsive:

- The Technical Proposal (all three volumes that include all completed forms) have been submitted in electronic format by the due date and adhering to the format and content requirements detailed in Section 1.3 and Sections 3.1 through 3.4 (respectively);
- The Electronic Price Proposal and Schedule of Items has been submitted as described in Section 3.5; and
- The Electronic Proposal Security (Proposal Bond or Proposal Guarantee) has been submitted as detailed in Section 3.5.

4.1.1 Clarification, Waiver, or Omitted Proposal Responses

As permitted by law, the TDOT point of contact may seek clarification to request items that may be missing in a Proposal that do not affect the scoring of a Technical or Price Proposal. This includes any DBRC requests that a Proposer provide additional information used when developing its Price Proposal, which may be design assumptions, summary of quantities, mobilization assumptions, and construction staging assumptions.

Additionally, TDOT may waive minor informalities and irregularities it deems necessary or advisable.

Unless TDOT determines that a Proposal is not compliant with the RFP requirements or intentionally incomplete (i.e., is a nonresponsive Proposal), a Proposer should be aware that any omitted responses in its Technical or Price Proposal may be scored lower under the evaluation process described in Section 4.2.1.

4.2 Selection Criteria

TDOT is using a "lowest price-technically acceptable" (A+B) selection process to award a design-build contract to a responsive Proposer that demonstrates it meets the technical criteria and can deliver the best combination of price and time (A+B) to design and construct the Project.

4.2.1 Relative Weights and Scoring of the Proposal

For the Price Proposal to be opened and scored, a Proposer's Technical Proposal must be noted as "responsive" in accordance with Section 4.1 and must achieve a **Pass or Technically Acceptable** rating from the DBRC's review of Volumes I, II, and III of the Technical Proposal. After completing the evaluation of the Technical Proposals, and on the date and time specified in Section 1.3, TDOT will publicly open the Price Proposals and post the total proposed contract amounts (A+B) submitted by the Proposers who have submitted responsive and "technically acceptable" Proposals.

4.2.1.1 TECHNICAL PROPOSAL SCORING

Under a lowest price-technically acceptable process, the DBRC evaluates all responsive Technical Proposals using the ratings noted below.

| Rating (and score) | Evaluation Considerations for Each Rating |
|--|--|
| Technically Acceptable (65 to 100 points) | The Technical Proposal demonstrates a general understanding of the subject and related approach (at a minimum). The Technical Proposal communicates an average level of quality and meets the stated requirements of the RFP (at a minimum). |
| Poor (below 65 points) | The Technical Proposal has demonstrated a minimal understanding of the subject and contains numerous weaknesses and deficiencies in its approach. The Technical Proposal demonstrates little or no level of quality or value. The Proposer's approach raises questions about the Proposer's ability to successfully meet the Project goals or deliver the Project's scope on-time and on-budget. |

The method to determine if a Proposer is “technically acceptable” considers the following evaluation criteria. Each section of a Proposer’s Technical Proposal (Volume II) must receive a score of 65 points or higher for the Technical Proposal (as a whole) to be considered “technically acceptable”.

| Response Categories | Weighting/Scoring |
|---|--|
| Volume I (Cover Letter, Forms, and Evidence of Authority) | Pass/Fail |
| Volume II (Technical Approach) | The section is considered “technically acceptable” if it receives: |
| Project Management Approach | 65 to 100 points |
| Design Approach | 65 to 100 points |
| Construction Approach | 65 to 100 points |
| Volume III (Technical Approach Appendices) | Not scored, but used by the DBRC to determine if Volume II is “technically acceptable” |

Or

4.2.1.2 PRICE PROPOSAL SCORING

TDOT scores a responsive Price Proposal in accordance with the following method:

$$\text{Total Price Proposal} = A + (B \times \text{TIME})$$

Where, A = Contract Amount

B = The amount of one calendar day to be \$50,000 as stated in Special Provision 108B.

TIME = The number of calendar days (from the Initial Notice to Proceed) indicated by the Proposer’s time needed to complete the Project (excluding punchlist items and vegetation establishment) in the Proposer’s Price Proposal. "B" will become the contract completion time included in **Book 2 (Design-Build Contract)**.

It is intended that all design and construction be completed by the earliest feasible date to minimize public inconvenience and enhance public safety. Should the total number of calendar days that the Proposer includes in the Proposal under the “B” portion of the Proposal exceed 752 calendar days, then TDOT may reject the Proposal. Additionally, a Proposer’s failure to enter a value for “B” with its Price Proposal will deem the Proposal nonresponsive and will be a cause for rejection.

While the total Price Proposal ($A + [B \times \text{TIME}]$) cost will be used by TDOT to determine the apparent best evaluated design-builder, reimbursement to the Proposer/Design-Builder is based solely on the total "A" value and any incentive or disincentive payment made in accordance with the design-build contract.

4.2.1.3 PRICE REALISM, REASONABLENESS, AND BALANCE

TDOT conducts a preliminary evaluation of the Price Proposal to determine if the prices set forth reflect price reasonableness in comparison to TDOT's cost estimate. In leading this evaluation, TDOT may request review of Proposer's price documents. In such cases, the Proposer is to be available upon TDOT's request to conduct a joint review of the price documents. If TDOT concludes that the Price Proposal does not reflect price reasonableness (e.g., outside the allowable ranges of the TDOT estimate or is unbalanced), TDOT may consider the Price Proposal as nonresponsive.

TDOT prepares a cost estimate prior to accepting the Price Proposals. This is used as a basis for the preliminary evaluation of the Price Proposal to determine if any are significantly unbalanced. An unbalanced Proposal is considered one containing a lump sum that does not reflect reasonable actual costs plus a reasonable proportionate share of the Proposer's anticipated profit, overhead costs, and other indirect costs anticipated for the performance of the items in question in comparison with TDOT's cost estimate. If TDOT concludes that the Price Proposal is unbalanced, TDOT may consider the Price Proposal non-responsive.

4.2.2 Determining a Total Proposal Score and Selection of the Apparent Design-Builder

Under a lowest price-technically acceptable process, selection of the apparent best evaluated design-builder is for the Proposal that has the lowest Price Proposal that is also responsive and has passed all "pass" and "technically acceptable" rating criteria. The apparent best evaluated design-builder is recommended for selection in accordance with the TDOT Rule.

Or

TDOT is to post the notice of the apparent best evaluated design-builder on the Alternative Delivery website.

5 CONTRACT EXECUTION; DELIVERY OF REQUIRED DOCUMENTS

The selected Design-Builder is to execute one (1) original of the design-build contract electronically, together with the balance of the contract items (Technical (Exhibit A) and Price Proposals) and the required submittals listed in Section 5.1, to TDOT within ten (10) calendar days of the date of the delivery of the design-build contract by TDOT, or within such longer period as TDOT may set in writing prior to or during the response period established herein.

The selected Design-Builder's failure to execute and deliver the executed design-build contract and provide the required submittals within the response period will result in:

- Forfeiture of the Proposal Security (e.g., the Proposal Bond or Proposal Guarantee) as liquidated damages payable to the Tennessee Department of Transportation, and
- TDOT may award the contract to the next best evaluated Proposer.

If the selected Design-Builder is a joint venture or partnership, each joint venture member or partner must sign the contract on behalf of both itself and the Design-Builder.

If TDOT fails to execute the design-build contract and deliver to the selected Design-Builder an original of the contract within forty-five (45) calendar days following receipt of the apparent Design-Builder's executed contract and other required submittals, the Design-Builder has the right to withdraw the Proposal without penalty.

Nothing in this **RFP Book 1 (ITP)** obligates TDOT to enter a design-build contract with any Proposer/Design-Builder.

5.1 Selected Design-Builder Required Submittals

Within ten (10) calendar days of the date of the delivery of the design-build contract by TDOT, the selected Design-Builder is to provide TDOT, in writing, the following documents:

- Payment and performance bonds in the amount of 100 percent of the Contract Amount, on the form furnished by TDOT (Form CP&PB);
- Insurance certificate(s) evidencing the required insurance coverage for the Project (refer to the *Design-Build Standard Guidance* for more information);
- Evidence of Authority, including:
 - The names of all signatories to the anticipated design-build contract, their capacities, and the names of their respective principals (if not already provided);
 - Corporate resolutions or bylaws evidencing the authority of each named signatory to act for its principal in executing the design-build contract and to bind the principal to the terms of the design-build contract (if not already provided); and
- Evidence that the apparent Design-Builder and its personnel are properly licensed to perform the work (if not already provided).

5.2 Modification of Contract

TDOT may make modifications to the design-build contract as it may determine (in its sole discretion) to:

- Fully incorporate the terms of the selected Design-Builder's Proposal;

- Correct any inconsistencies, ambiguities, or errors that may exist in the Design-Builder's Proposal or the design-build contract; and/or
- Clarify design-build contract terms, including technical requirements and specifications, if any.

If TDOT (in its sole discretion) determines that the parties are unable to reach a mutually acceptable design-build contract, TDOT may terminate discussions with the apparent Design-Builder and either award the contract to the next best evaluated Proposer or reject all Proposals.

At any time and for any reason, TDOT may:

- Investigate the qualifications or documentation of any Proposer under consideration;
- Require confirmation of information furnished by a Proposer (including the selected Design-Builder); or
- Require additional evidence of qualifications or documentation to perform the work described in this RFP.

5.3 Federal-Aid Construction Project Requirements

The following information applies to federal-aid construction projects:

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 am to 5:00 pm 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.



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build

Book 2 Contract

I-40 Resurfacing and Rehabilitation

From Levee Road Overhead to Hollywood Street Overhead

Shelby County, Tennessee

DB Contract# DB2501

March 2025

This page intentionally left blank.

Table of Contents

| | |
|--|---|
| Design-Build Contract..... | 1 |
| Recitals..... | 1 |
| Agreement..... | 2 |
| 1 General Contract Provisions, Defined Terms, and General Scope of Work..... | 2 |
| 1.1 Incorporation of Recitals | 2 |
| 1.2 Contract Documents | 2 |
| 1.3 Effective Date..... | 2 |
| 1.4 The Contract..... | 2 |
| 1.5 Defined Terms and Acronyms..... | 2 |
| 1.6 Applicable Version of Law or Standard..... | 2 |
| 1.7 Minimum Contract Requirements | 2 |
| 1.7.1 Department Supplied | 2 |
| 1.7.2 Design-Builder Supplied | 2 |
| 1.7.3 Management Plans..... | 3 |
| 1.8 Right-of-Way/Utility Coordination Services..... | 3 |
| 1.9 Design Services | 3 |
| 1.9.1 License Requirements; Standard of Care | 3 |
| 1.9.2 Design Documents | 3 |
| 1.10 Construction Services | 5 |
| 1.11 Quality Management Services..... | 6 |
| 1.12 Project Management Services..... | 6 |
| 2 General Standards for Performance of the Work | 6 |
| 2.1 Good Faith | 6 |
| 2.2 Performance Standards | 6 |
| 2.3 Critical Path Method (CPM) Schedule..... | 6 |
| 2.4 Review and Comment, or Acceptance | 7 |
| 2.5 Extra Work to be Provided by the Design-Builder..... | 7 |
| 3 Relationship and Roles of the Parties | 7 |
| 3.1 Independent Entity | 7 |
| 3.2 Department Representative and Contact Information..... | 7 |
| 3.3 Design-Builder Representative..... | 8 |

| | |
|---|----|
| 3.4 Key Personnel and Design Professionals..... | 8 |
| 3.4.1 Key Personnel | 8 |
| 3.4.2 Design Professionals | 8 |
| 3.5 Substitution of Key Personnel and/or Design-Professionals | 9 |
| 4 Date of Commencement and Completion of Services | 9 |
| 4.1 Time for Performance | 9 |
| 4.2 Commencement of Services | 9 |
| 4.3 Completion Dates | 9 |
| 5 Compensation | 9 |
| 5.1 Contract Amount | 9 |
| 5.2 Progress Payments..... | 9 |
| 5.3 Adjustments to the Contract Amount..... | 10 |
| 5.4 Payments for Extra Work | 10 |
| 5.5 Deductions from Monies Due | 10 |
| 6 Changes in the Work | 10 |
| 7 Insurance and Bonding Requirements | 10 |
| 7.1 Insurance Requirements | 10 |
| 7.2 Bonding Requirements..... | 11 |
| 7.3 Indemnification..... | 11 |
| 8 Ownership and Use of Work Product of the Design | 12 |
| 9 Project Records | 12 |
| 9.1 Financial and Other Project Records..... | 12 |
| 9.2 Record Retention Period | 12 |
| 9.3 Access to Records | 12 |
| 9.4 Subcontract Record Retention Requirements | 12 |
| 9.5 Location | 12 |
| 10 Termination or Suspension | 12 |
| 10.1 Termination for Convenience and No Fault; Payment | 12 |
| 10.2 Termination for Cause; Amounts Payable | 13 |
| 10.3 Contract Notice of Contract Termination | 13 |
| 10.4 Quality of the Work..... | 13 |
| 10.5 Litigation | 13 |

| | | |
|-------|---|----|
| 11 | Enumeration of Contract..... | 13 |
| 12 | Order of Precedence | 14 |
| 13 | Design-Builder Certifications and Disclosures..... | 14 |
| 13.1 | Nondiscrimination..... | 14 |
| 13.2 | DBE Compliance..... | 14 |
| 13.3 | Illegal Immigrants..... | 15 |
| 13.4 | Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions..... | 15 |
| 13.5 | Certification for Grants, Loans, and Cooperative Agreements..... | 15 |
| 13.6 | Goals and Targets..... | 15 |
| 14 | Miscellaneous Provisions..... | 15 |
| 14.1 | Employment of Department Workers..... | 15 |
| 14.2 | Covenant Against Contingent Fees..... | 15 |
| 14.3 | Energy Policy and Conservation Act | 16 |
| 14.4 | Additional Employment Regulations..... | 16 |
| 14.5 | Copyrighting..... | 16 |
| 14.6 | Governing Law; Jurisdiction; Venue | 16 |
| 14.7 | Contract Interpretation | 16 |
| 14.8 | Notices..... | 16 |
| 14.9 | Disclosure of Tax Identification Number | 17 |
| 14.10 | Severability | 17 |
| 14.11 | No Waiver | 17 |
| 14.12 | Media Contacts; Confidentiality..... | 17 |
| 14.13 | Organizational Conflicts of Interest..... | 17 |
| 14.14 | The Department’s Insurance | 18 |
| 14.15 | Joint Ventures and Partnerships | 18 |
| 14.16 | Merger Clause | 18 |
| | APPENDIX A | 20 |
| | APPENDIX B | 21 |
| | APPENDIX C..... | 24 |

DESIGN-BUILD CONTRACT

This Design-Build Contract is entered into by and between the State of Tennessee, acting by and through the Department of Transportation (the “Department”) and [Enter name of Design-Builder] (the “Design-Builder”), (collectively, the “Parties”) as of the Effective Date of the Contract.

RECITALS

WHEREAS, the Department requires the improvements for the project known as the **I-40 Resurfacing and Rehabilitation From Levee Road Overhead to Hollywood Street Overhead Shelby County** Design-Build Project (the “Project”) more particularly described in **Book 3 (Project Specific Information)**. The Project will be funded with Transportation Modernization Act (TMA) dollars, thereby requiring that the Design-Builder adheres to all pertinent state, federal, and local requirements; and

WHEREAS, the Parties intend for the Contract to be a lump-sum Contract, obligating the Design-Builder to perform all work necessary to complete the Project by the deadlines specified herein, for the Contract Amount, subject only to certain specified limited exceptions. To allow the Department to budget for the Project and to reduce the risk of cost overruns, the Contract includes restrictions affecting the Design-Builder’s ability to make claims for an increase to the Contract Amount or an extension of the Completion Deadlines. The Department may require additional related work within the general vicinity of the Project, which, if required, shall be included in the Project and added to the Contract by Change Order; and

WHEREAS, the Department requires a Design-Builder competent to perform all work necessary to complete the Project in accordance with the terms and conditions of the Contract and able to do so within the Contract Time allocated herein. If the Design-Builder fails to complete the Project within the time limitations set forth in the Contract, then the Department will suffer substantial losses and damages. The Contract therefore provides that a deduction shall be made from monies due the Design-Builder, not as a penalty, but as Liquidated Damages, as stated in **Book 3 (Project Specific Information)**, if such completion is delayed; and

WHEREAS, Design-Builder asserts that it is competent and prepared to perform all work necessary to complete the Project in accordance with the terms and conditions of the Contract, and that it is able to do so within the Contract Time allotted herein; and

WHEREAS, the Department is authorized under Section 54-1-119 of the Tennessee Code Annotated to enter into this Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Department and the Design-Builder agree as follows.

AGREEMENT

1 GENERAL CONTRACT PROVISIONS, DEFINED TERMS, AND GENERAL SCOPE OF WORK

1.1 Incorporation of Recitals

The foregoing Recitals incorporated herein and made a part hereof for all purposes as if fully set forth constitute additional promises or representations and warranties of the Parties.

1.2 Contract Documents

The Contract Documents, made a part hereof for all purposes as if fully set forth, are intended to reflect the complete understanding of the Parties concerning their respective rights and responsibilities under the Contract.

1.3 Effective Date

The Contract shall become effective on the date on which each Party has signed this Contract and all approvals have been obtained (the "Effective Date").

1.4 The Contract

The Contract, which includes this **Book 2 (Design-Build Contract)** and all other Contract Documents, forms the entire agreement between the Parties.

1.5 Defined Terms and Acronyms

Defined terms and acronyms utilized in this **Book 2 (Design-Build Contract)**, **Book 3 (Project Specific Information)**, and in the other Contract Documents are either set forth in the Department's *Design-Build Standard Guidance* or defined in the text accompanying the term.

1.6 Applicable Version of Law or Standard

All work shall be performed pursuant to the applicable law and in accordance with the standards in effect at the time of the RFP issuance, including addenda, unless otherwise specified in the Contract or by amendment.

1.7 Minimum Contract Requirements

1.7.1 Department Supplied

Among the Contract, the Department has mandated certain Contract requirements from which the Design-Builder may not deviate in the scope of the work, except as instructed by the Department. The Department has also established certain minimum Contract requirements that set a minimum standard of performance or quality that the Design-Builder must meet or exceed in performance of the Contract.

1.7.2 Design-Builder Supplied

The Design-Builder has established certain minimum Contract requirements located in Exhibit A (Design-Builder's Technical Proposal), consisting of those provisions of its Proposal that meet or exceed minimum

Contract requirements established by the Department and upon which the Department has relied in awarding the Contract to the Design-Builder.

Any non-standard Department specification or provision shall be considered the Design-Builder-supplied Contract provisions and requires Department Review and Approval, which will obligate the Design-Builder within this the Contract.

1.7.3 Management Plans

Pursuant to the *Design-Build Standard Guidance* and Section 2 of **Book 3 (Project Specific Information)**, the Design-Builder shall submit a Project Management Plan (PMP).

1.8 Right-of-Way/Utility Coordination Services

Right-of-Way (ROW) acquisition services are not expected under this Contract. Utility Coordination services are expected under this Contract. **Book 3 (Project Specific Information)** provides additional for information on Utility Coordination services required from the Design-Builder.

1.9 Design Services

The design services required under the Contract shall include, at a minimum, each of the following:

- Performance of all design services, including, but not limited, to all services and Work detailed in **Book 3 (Project Specific Information)**; and
- Performance of all other engineering design services required under the Contract and/or otherwise necessary to complete the work in accordance with all Contract requirements.

All Design Documents and Design Reviews shall be provided by the Design-Builder and performed in accordance with the Design Review schedule established in the Critical Path Method (CPM) Schedule, and in accordance with all Contract requirements.

All design services to be performed under the Contract are appurtenant to construction services being provided by the Design-Builder.

1.9.1 License Requirements; Standard of Care

Whether the Design-Builder is a design professional, has a design professional as a member or on staff, or will otherwise provide an outside source to perform the services of a design professional, all design services (whether constituting the practice of architecture, the practice of engineering, the practice of surveying, or the practice of other design services) referred to in this Contract shall be provided by duly licensed and competent design professionals employed or otherwise retained by the Design-Builder.

The design professionals currently designated to provide such design services are listed in Subsection 3.4. All design services shall be performed by a design professional of the appropriate professional discipline in accordance with the degree of skill and care ordinarily used by competent practitioners of the same professional discipline under similar circumstances, taking into consideration the contemporary state of the practice and the project conditions.

1.9.2 Design Documents

The Design-Builder shall generate and provide to the Department all Design Documents. The Design-Builder shall make a comprehensive design check and Design Review at the following five (5) stages of design development, stated in more detail within *Design-Build Standard Guidance*:

- Definitive design;

- Interim design;
- Readiness-for-Construction Plans, Readiness-for-Construction Specifications, and quantity estimates;
- Working Plans; and
- As-Built Plans.

1.9.2.1 READINESS-FOR-CONSTRUCTION PLANS AND SPECIFICATIONS

Upon completion of the Definitive Design Reviews, Working Plan Design Reviews, Interim Design Reviews (if any), and Readiness-for-Construction Design Reviews, as specified in the *Design-Build Standard Guidance*, the Design-Builder shall finalize the Readiness-for Construction Plans and Specifications. In performing these services, the Design-Builder shall meet the following requirements:

- Readiness-for-Construction Plans and Specifications shall comply with all applicable Laws and all Contract requirements.
- Readiness-for-Construction Plans and Specifications shall be a complete, fully coordinated, integrated package, without any significant modifications or further clarifications required.
- The Design-Builder shall file all documents required for the approval of Authorities having jurisdiction over the Project, shall obtain all necessary permits not obtained by the Department, and shall pay for all associated fees, including application, filing, plan review, and appeal fees.
- The Design-Builder shall provide the Department with written certification and all Design Documents required for the Readiness-for-Construction certification, in accordance with *Design-Build Standard Guidance*.
- The Design-Builder shall submit to the Department all documentation and Design Quality Records required under the *Design-Build Standard Guidance*.
- The Design-Builder shall submit to the Department As-Built Plans and the Design-Builder Specifications, compiled and organized in accordance with all Contract requirements that incorporate all changes in the design and construction of the Project.
- The Design-Builder shall prepare and deliver to the Department all As-Built Plans, the Design-Builder Specifications, and other Design Documents, information, and data required under the Contract to be provided to the Department.

1.9.2.2 VALUE ENGINEERING COST PROPOSALS

During development of the Design Documents, the Design-Builder and the Department may collaborate on identifying, evaluating, and implementing value engineering cost proposal (VECP) options in accordance with the *Design-Build Standard Guidance*. The Design-Builder's development of the Design Documents and completion of the Readiness-for-Construction Plans and Specifications shall not preclude further identification and implementation by the Design-Builder and the Department of additional cost reduction options during construction. VECPs adopted by the Department will be implemented through Change Orders pursuant to the *Design-Build Standard Guidance*.

1.10 Construction Services

The construction services required under the Contract shall include, at a minimum, each of the following:

- Performance of all construction services, including, but not limited to, all services and Work detailed in **Book 3 (Project Specific Information)**;
- Protection of environmental resources, including plant and animal life and associated habitats; and
- Performance of all other construction services required under the Contract and/or otherwise necessary to complete the work in accordance with all Contract requirements.

The Design-Builder shall provide all necessary work to furnish to the Department complete, fully functional road improvements specified in the *Design-Build Standard Guidance*, capable of being fully utilized for the purposes described in the Contract and constructed in compliance with all Contract requirements. The Design-Builder shall perform the construction services as follows:

- The Design-Builder shall supervise and administer all construction activities in accordance with Contract requirements.
- In the event of the existence of any dispute between the Parties under the Contract, the Design-Builder shall continue to perform in accordance with the Contract terms and seek resolution in accordance with the *Design-Build Standard Guidance*.
- The construction work shall be of good quality, free from faults and defects, and in conformance with all Contract requirements. At its own expense, the Design-Builder shall correct construction work that does not conform to these requirements.
- The Design-Builder shall utilize new materials and equipment in the work, unless otherwise specified in the Contract.
- The Design-Builder shall pay all taxes, fees, and costs associated with the acquisition of tools, equipment, materials, and the performance of the work, in accordance with the *Design-Build Standard Guidance*.
- The Design-Builder shall keep the work location and its vicinity free from accumulation of waste materials and rubbish caused by the Design-Builder's operations.
- The Design-Builder shall deliver to the Department all notices regarding completion of the work pursuant to *Design-Build Standard Guidance*, including notifying the Department when the work or an agreed upon portion thereof has been completed.
- The Design-Builder shall maintain, on the work location, a copy of all approved Management Plans, environmental permits, approved design documents, project records, the entire Contract, and any other document required in accordance with the *Design-Build Standard Guidance*.
- As the Project constitutes "Highway construction" utilizing Federal funds, the Design-Builder shall comply with any federal requirements and appropriate Department Special Provisions as provided by the *Design-Build Standard Guidance* and **Book 3 (Project Specific Information)**, respectively.
- Consistent with the *Design-Build Standard Guidance*, the Design-Builder shall be fully responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the work, including, but not limited to, taking reasonable precautions to ensure the safety of, and prevention of damage, injury, or loss to:

- Employees of the Department present on or in the vicinity of a work location, employees of the Design-Builder and other persons performing work on or in the vicinity of a work location, and other persons, including the traveling public, who may be affected;
 - Materials and equipment to be incorporated into the Project;
 - Portions of the Project under construction or completed; and
 - Other property within or adjacent to a work location.
- The Design-Builder shall be liable for damage to or loss of property at work locations and on private property affected by the Design-Builder's activities, pursuant to the *Design-Build Standard Guidance*. This subparagraph shall in no way affect the applicability or coverage of the bonds and insurance required under Section 7 of this Contract.

1.11 Quality Management Services

Quality Management services shall include performance, at a minimum, of all activities and obligations, including preparation of all documentation, described in the *Design-Build Standard Guidance*, and as otherwise necessary to ensure that the work is performed in accordance with all Contract requirements.

1.12 Project Management Services

Project management services shall be integrated with the design services and construction services described herein and in **Book 3 (Project Specific Information)** and shall include, at a minimum, the following:

- Project Controls (including Risk Management, Scheduling, Reporting and Document Management).
- Construction management;
- Contract management;
- Safety management; and
- Traffic management.

2 GENERAL STANDARDS FOR PERFORMANCE OF THE WORK

2.1 Good Faith

The Design-Builder shall provide and perform all design services, Quality Management, project management, and construction services in good faith and as expeditiously as is consistent with the applicable standards of skill and care ordinarily exercised by members of the profession under similar conditions and circumstances and of the orderly prosecution of the work.

2.2 Performance Standards

Where specific performance standards for any aspect of the work have been established in the Department Special Provisions as stated in Appendix B, pursuant to **Book 3 (Project Specific Information)**, the work shall be performed so as to meet or exceed such standards.

2.3 Critical Path Method (CPM) Schedule

The CPM Schedule establishes the schedule and deadlines for Contract performance, with which the Design-Builder must comply. The CPM Schedule, as it may be modified during the course of the Project pursuant to the *Design-Build Standard Guidance* and **Book 3 (Project Specific Information)** shall

anticipate and accommodate such periods of time as may be required for the Department's review of Design Documents, and for approval by Authorities having jurisdiction over the Project of any required submissions, including but not limited to, applications for permits and environmental impact evaluations. Since time is of the essence in the Design-Builder's successful completion of its assignment, the Design-Builder agrees to begin work on each work location immediately after receiving authorization from the Department to proceed with its work efforts.

2.4 Review and Comment, or Acceptance

The Department's consideration, Review and Comment, or Acceptance of any matters, or the Department's authorization of any action, will not be deemed or construed as relieving the Design-Builder of its sole responsibility for, and its complete and exclusive control over, the means, methods, sequences, and techniques for performance of the work in accordance with the terms of the Contract.

2.5 Extra Work to be Provided by the Design-Builder

The Design-Builder shall perform Extra Work in accordance with the *Design-Build Standard Guidance*.

3 RELATIONSHIP AND ROLES OF THE PARTIES

3.1 Independent Entity

The Design-Builder is an independent entity and not an officer, employee, or agent of the Department.

3.2 Department Representative and Contact Information

The Department's representative for this Project is:

| | |
|-------------------|--|
| | Christian Canady |
| | Alternative Delivery Division Representative |
| Address: | Tennessee Department of Transportation |
| | 300 Benchmark Place |
| | Jackson, TN 38301 |
| E-mail: | Christian.Canady@tn.gov |
| Telephone Number: | 901.237.0018 |
| Fax Number: | N/A |

3.3 Design-Builder Representative

The Design-Builder's representative for this Project is:

[Enter Design Builder's Project Manager Name]

Design-Builder's Project Manager

Address:

[Enter Design-Builder Name]

[Enter address line 2, Physical Address]

[Enter City, State, and Zip Code]

E-mail:

[Enter e-mail address]

Telephone Number:

[XXX-XXX-XXXX]

Fax Number:

[XXX-XXX-XXXX]

3.4 Key Personnel and Design Professionals

The Design-Builder's Key Personnel, Design Professionals, shall perform the functions established under the Contract for the duration of the Contract and are listed below.

3.4.1 Key Personnel

Design-Builder's Project Management Personnel (Level "1" Personnel) shall consist of the following:

Design-Builder's Project Manager:

Design Manager:

Construction Manager/Superintendent:

Traffic Engineer Manager:

Traffic Control Supervisor:

Environmental Compliance Manager:

3.4.2 Design Professionals

The Design-Builder's design professionals (Level "2" Personnel) shall consist of the following:

Prequalified Utilities Design

Engineering/Coordination Coordinator:

Design Lead Engineer – Structures/Bridge
Repair:

Design Lead Engineer – Roadway:

Design Lead Engineer – Pavement:

Design Lead Engineer – Maintenance of Traffic

Erosion Prevention and Sediment Control
Inspector:

Traffic Control Supervisor

Quality Control Manager:

3.5 Substitution of Key Personnel and/or Design-Professionals

The Parties agree that each Key Personnel, Design Professional, and Subcontractor is unique, and that the Department has relied upon their qualifications in selecting the Design-Builder to perform the Contract. Therefore, the Design-Builder shall not replace any Key Personnel or Design Professional during the term of the Contract. Notwithstanding the foregoing, in those limited circumstances in which the Department elects to consider substitutions, the process shall be governed by the provisions of the *Design-Build Standard Guidance*.

In the event the Department approves a substitution request, the Department retains the right to strictly enforce this Section 3.5 in the event of future requests for substitution. No individual substitution approval or pattern of substitution approvals shall constitute a waiver of this requirement. Should the Department, in its sole discretion, elect to authorize a substitution, such authorization shall not relieve the Design-Builder of its sole responsibility under the Contract to complete all work and deliver the Project in accordance with all Contract requirements.

4 DATE OF COMMENCEMENT AND COMPLETION OF SERVICES

4.1 Time for Performance

The Contract shall take effect on the Effective Date and shall be performed by the Parties according to its terms, unless earlier terminated, until Final Acceptance by the Department in accordance with the *Design-Build Standard Guidance*.

4.2 Commencement of Services

The Design-Builder is authorized to commence the work within the Contract for post-award submittals pursuant to the *Design-Build Standard Guidance*. The Design-Builder shall not perform any services beyond post-award submittal until the issuance of first Notice to Proceed (NTP) and for each subsequent phase requiring a Review and Approval NTP.

4.3 Completion Dates

The Design-Builder shall complete all work to be done under the Contract, except for punch list and plant/vegetation establishment, by **[October 30, 2027]**.

5 COMPENSATION

5.1 Contract Amount

The Department agrees to compensate the Design-Builder for all work performed under the Contract for a fixed price of **[\$[Enter Contract Amount]** (the "Contract Amount"). The Contract Amount includes the entire cost of completing the Project in accordance with all Contract requirements as contemplated by the Parties under the Contract, and further includes all contingencies and the Design-Builder's overhead and profit.

5.2 Progress Payments

The Department shall make progress payments to the Design-Builder in accordance with the *Design-Build Standard Guidance*. Progress payments shall be based upon the Design-Builder's Schedule of Items, which shall include the cost of all work. The Department's payment of progress payments shall not be deemed by either Party to constitute Acceptance or Approval of any Pay Item covered by such payment, or a waiver of a claim or demand for repair of any defects therein.

5.3 Adjustments to the Contract Amount

The Contract Amount shall only be adjusted through issuance of properly-authorized Change Orders.

5.4 Payments for Extra Work

The Department will make payments for Extra Work in accordance with the provisions of the *Design-Build Standard Guidance*.

5.5 Deductions from Monies Due

The Department may deduct from monies due or to become due the Design-Builder, as follows:

- Amounts representing price adjustments authorized under the provisions specified in **Book 3 (Project Specific Information)**;
- Amounts representing recoupment of damages, including, but not limited to, Liquidated Damages as stated in **Book 3 (Project Specific Information)**;
- Amounts assessed by Authorities (e.g., fines and penalties) for which the Design-Builder is responsible under the terms or the Contract or by law;
- Amounts the Department is compelled by court order or other legal mandate to withhold and/or tender to Authorities or third parties; and
- Any other amounts authorized under the Contract or by law to be deducted.

6 CHANGES IN THE WORK

Changed work and Extra Work shall be authorized by the Department only under the circumstances set forth in, and pursuant to the terms of, the *Design-Build Standard Guidance*. The Design-Builder shall not begin performance of any Changed work or Extra Work until the Department has issued a properly authorized Change Order, and the Design-Builder shall perform all such work strictly in accordance with the terms of the Change Order.

7 INSURANCE AND BONDING REQUIREMENTS

7.1 Insurance Requirements

During the term of the Contract, the Design-Builder shall maintain in full force, at its own expense and from insurers holding a current certificate of authority to transact the business of insurance in the State of Tennessee, all of the insurance coverages required under the *Design-Build Standard Guidance* and this Section 7.1.

- **Commercial General Liability:** The Design-Builder agrees to maintain commercial general liability insurance to be no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate limit, and \$2,000,000 completed operations aggregate.
- **Professional Liability:** The Design-Builder, being an independent contractor, agrees to maintain professional liability (errors and omissions) insurance in such an amount (**\$1,000,000.00 minimum**) and form as are agreeable to the Department.
- **Railroad Protective Insurance:** .Not Required
- **Automobile Liability Insurance:** The Design-Builder agrees to maintain automotive liability insurance to be a combined single limit per policy period of not less than \$5,000,000 per accident or

shall be scheduled under the excess or umbrella liability policies. Subcontractors' policies shall have a combined single limit of no less than \$1,000,000 per accident.

- **Worker's Compensation:** The Design-Builder agrees to maintain and shall require all Subcontractors (of all tiers) to obtain and maintain a policy or policies of insurance providing workers' compensation statutory benefits and employer's liability in conformance with the laws of the State.
- **Umbrella or Excess Liability Insurance:** The Design-Builder agrees to maintain an umbrella or excess liability insurance to provide total per occurrence and aggregate limits of not less than \$2,000,000 (including limits provided in any primary policy), that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability in excess of the amounts set forth herein.

7.2 Bonding Requirements

During the term of the Contract, the Design-Builder shall maintain in full force, at its own expense and from Sureties licensed to do business in Tennessee and listed on the United States Department of the Treasury Financial Management Service list of approved bonding companies (Circular 570), Performance and Payment Bonds in the full Contract Amount. The Parties understand and agree that the obligation of the Design-Builder's Surety for the faithful performance of the Contract shall include not only all construction, but also the performance of all design services under the Contract.

7.3 Indemnification

The Design-Builder 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 Design-Builder's and/or its employees' or agents' violations of any such law ordinance or regulation.

The Design-Builder shall hold harmless and indemnify the Department for all claims and damages which result from the failure of the Design-Builder to perform its engineering and design duties in conformance with the reasonable standard of care within the State of Tennessee. Said indemnification shall include, but not be limited to, costs for the redesign of plans and the preparations of new specifications as well as the costs for repairs to the construction work itself.

The Design-Builder 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 Design-Builder 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 Design Builder's acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trademark 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 Design-Builder 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.

These requirements of indemnification shall be a continuing obligation of the Design-Builder and shall survive the termination of the Contract regardless of cause.

8 OWNERSHIP AND USE OF WORK PRODUCT OF THE DESIGN

All work product of the Design-Builder arising from performance of the Contract shall be the exclusive property of the Department, as more particularly provided for under the *Design-Build Standard Guidance*.

Plans, specifications, and any maps prepared or obtained under the terms of this Contract shall be delivered to and become the property of the Department pursuant to the *Design-Build Standard Guidance*. Basic design notes and sketches, charts, computations, all original drawings, and other data prepared or obtained under this Contract shall be made available, upon request, to the Department without restriction or limitation of their use.

9 PROJECT RECORDS

9.1 Financial and Other Project Records

The Design-Builder shall maintain complete Project Records as described in the *Design-Build Standard Guidance*, in the manner required under the terms of the Contract. The Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management of the Project. The accounting and control systems shall be satisfactory to the Department.

9.2 Record Retention Period

The Design-Builder shall retain and preserve all Project Records in accordance with the process described in the *Design-Build Standard Guidance* and for a period of 5 years after final payment, or for such longer period as may be required by law (the "Record Retention Period").

9.3 Access to Records

The Department, the Department's representatives, and FHWA (if applicable) shall be afforded reasonable and regular access to the Project Records for the duration of the Contract and the Record Retention Period. This requirement to make Project Records available to the Department shall be a continuing obligation of the Design-Builder and shall survive the termination of the Contract regardless of cause.

9.4 Subcontract Record Retention Requirements

The Design-Builder shall require each Subcontractor to retain its Project Records for the Record Retention Period, and to provide equivalent access to Project Records to the Department, the Department's representatives, and FHWA (if applicable). The Design-Builder shall require each Subcontractor to include in lower-tier subcontracts the same Project Record retention and access requirements.

9.5 Location

The Design-Builder shall maintain all Project Records at the locations required under the terms of the Contract for the duration of the Contract. Subsequent to Contract completion, the Project Records shall be maintained for the Record Retention Period with suitable security, protection against damage and casualty loss, and access to the Department and FHWA (if applicable).

10 TERMINATION OR SUSPENSION

10.1 Termination for Convenience and No Fault; Payment

The Contract may be terminated for convenience by the Department in accordance with Department Standard Specifications, as amended. In such case, the Department will make payment in accordance with

the *Design-Build Standard Guidance*. However, the amount to be paid to the Design-Builder shall in no event exceed the Contract Amount.

10.2 Termination for Cause; Amounts Payable

The Contract may be terminated by the Department for default in accordance with Department Standard Specifications, as amended, and the *Design-Build Standard Guidance*. In addition to the acts listed in the above documents the following shall also be considered defaults for which the Contract may be terminated:

- The Design-Builder or its Design Professionals no longer hold the licenses or certificates required to perform the work or any portion thereof;
- The Design-Builder so fails to perform any agreed-upon portion of the work or Contract item or applicable standard of care as to materially affect the Design-Builder's performance under the Contract in accordance with its terms, and such breach, default, or failure is not cured within the requirements of the *Design-Build Standard Guidance*; or
- The Design-Builder made knowing or reckless misrepresentations, concealed facts, or failed to disclose information in Design-Builder's Proposal. Such shall constitute fraudulent inducements and shall entitle the Department to recover reliance damages, in addition to any other available remedies to which it may show itself entitled.

In case of termination for cause, the Department will make payment consistent with the payment provisions included in the *Design-Build Standard Guidance* and at the Department's option, including payment for materials left on hand, in accordance with Department Standard Specifications, as amended.

10.3 Contract Notice of Contract Termination

The Department may terminate the Contract, in whole or in part, immediately upon notice to the Design-Builder, or at such later date as the Department may establish in such notice, in accordance with Department Standard Specifications, as amended.

10.4 Quality of the Work

In the event of the Department's termination of the Contract, regardless of reason, the Design-Builder shall remain responsible for the quality of the work performed through the date of termination.

10.5 Litigation

In the event of litigation instigated by the Design-Builder in accordance with the Contract or by the Department for breach of contract or fraudulent inducement, the Department may pursue both recoupment and set-off in addition to its other available remedies.

11 ENUMERATION OF CONTRACT

The Contract includes the following:

1. **BOOK 2 (DESIGN-BUILD CONTRACT);**
2. **BOOK 3 (PROJECT SPECIFIC INFORMATION);**
3. **DESIGN-BUILD STANDARD GUIDANCE AND ADDENDUM;**
4. **THE DEPARTMENT STANDARD SPECIFICATIONS;**
5. **THE DEPARTMENT SUPPLEMENTAL SPECIFICATIONS;**

6. **THE DEPARTMENT DESIGN GUIDELINES AND ADDENDUM;**
7. **THE DEPARTMENT CONSTRUCTION CIRCULAR LETTERS;**
8. **THE DEPARTMENT STANDARD DRAWINGS;**
9. **THE DEPARTMENT MATERIAL AND TEST STANDARD OPERATING PROCEDURES;**
10. **EXHIBIT A (TECHNICAL PROPOSAL);**
11. **CHANGE ORDERS;**
12. **FORCE ACCOUNT WORK ORDERS;**
13. **WRITTEN ORDERS AND AUTHORIZATIONS ISSUED BY THE DEPARTMENT;**
14. **ALL OTHER PROGRAMMATIC PLANS OR ANY OTHER DOCUMENTS; IN ANY FORM, REQUIRED TO BE SUBMITTED TO THE DEPARTMENT PURSUANT TO THE TERMS OF APPLICABLE CONTRACT.**
15. **ALL MATERIAL INCLUDED BY REFERENCE IN ANY OF THE ABOVE DOCUMENTS.**

12 ORDER OF PRECEDENCE

All Contract Documents are intended to be complementary. Conflicts, if any, will be resolved utilizing the following descending order of precedence.

1. **BOOK 3 (PROJECT SPECIFIC INFORMATION) AND ADDENDA;**
2. **BOOK 2 (DESIGN-BUILD CONTRACT), including the Special Provisions listed in Appendix B;**
3. **THE DEPARTMENT SUPPLEMENTAL SPECIFICATIONS;**
4. **THE DEPARTMENT STANDARD SPECIFICATIONS;**
5. **THE DEPARTMENT DESIGN GUIDELINES AND ADDENDUM;**
6. **THE DEPARTMENT STANDARD DRAWINGS;**
7. **DESIGN-BUILD STANDARD GUIDANCE;**
8. **THE DEPARTMENT CONSTRUCTION CIRCULAR LETTERS;**
9. **ALL OTHER PROGRAMMATIC PLANS OR ANY OTHER CONTRACT DOCUMENTS;**
10. **ALL MATERIAL INCLUDED BY REFERENCE IN ANY OF THE ABOVE DOCUMENTS.**

13 DESIGN-BUILDER CERTIFICATIONS AND DISCLOSURES

13.1 Nondiscrimination

The Design-Builder shall follow the nondiscrimination provisions as provided in this **Book 2 (Design-Build Contract)**.

13.2 DBE Compliance

The Design-Builder shall follow the DBE provisions as provided in the Special Provisions provided in this **Book 2 (Design-Build Contract)**. The Design-Builder shall comply with the Department DBE requirements in the Design-Build Standard Guidance and 49 Code of Federal Regulations (CFR) Part 26 and shall require

that all Subcontractors so comply with the noted requirements. The Design-Builder shall include the Department DBE requirements in all subcontracts.

13.3 Illegal Immigrants

The Design-Builder shall attest to the Illegal Immigrant provisions as provided in Form AT in Appendix C. The Contract includes a completed/executed Form AT in Appendix C.

13.4 Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

The Design-Builder shall follow the debarment, suspension, and other responsibility matters provisions as provided in this **Book 2 (Design-Build Contract)**.

13.5 Certification for Grants, Loans, and Cooperative Agreements

The Contract includes a completed/executed Form LC in Appendix C.

The Design-Builder agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Design-Builder shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

13.6 Goals and Targets

There is no DBE Utilization Goal for this Project. If a goal is stated, the Design-Builder shall follow the DBE provisions as provided in **Book 2 (Design-Build Contract)**. The Design-Builder shall exercise all necessary and reasonable steps and good faith efforts to ensure that DBEs participate in at least the percent of the total project cost set forth above as the goal.

14 MISCELLANEOUS PROVISIONS

14.1 Employment of Department Workers

The Design-Builder shall not engage, on a full, part-time, or other basis during the period of this Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Department, except regularly retired employees, without the written consent of the Department.

14.2 Covenant Against Contingent Fees

The Design-Builder warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Design-Builder to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Design-Builder, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Department shall have the right to deduct from the Contract Amount or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

14.3 Energy Policy and Conservation Act

Under this Contract, the Design-Builder shall give due consideration to and, as applicable, comply with the standards, orders, and requirements relating to energy efficiency contained in the Department energy conservation plans issued in compliance with the Energy Policy and Conservation Act (P.L. 94-165).

14.4 Additional Employment Regulations

The Design-Builder shall comply with the Vocational Rehabilitation Act of 1973 as approved by Congress on September 26, 1973, herein incorporated by reference, which prohibits employment discrimination against physically handicapped persons. Further, the Design-Builder shall comply with Section 2012 of the Vietnam Era Veterans Readjustment Act of 1974 which requires the Design-Builder to take affirmative action to employ and advance in employment qualified veterans of the Vietnam Era.

14.5 Copyrighting

The Design-Builder shall be prohibited from copyrighting any papers, reports, forms, or other material which is a part of any work under this Contract without written approval from the Department. Publication rights to any documents produced are reserved by the Department.

14.6 Governing Law; Jurisdiction; Venue

The Design-Builder is assumed to be familiar with and observe and comply with those federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the Department and federal government regarding fortifications, military, and naval establishments and other areas. The Design-Builder shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Contract.

This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Design-Builder agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Design-Builder acknowledges and agrees that any rights or claims against the Department or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under TCA § 9-8-101 through 9-8-407.

14.7 Contract Interpretation

Notwithstanding anything in the Contract to the contrary, no field explanations or interpretations provided by the Department at any meetings, and no comments by the Department on Design Documents or Construction Documents, shall be deemed, construed or interpreted to (a) amend, supersede or alter the terms, requirements, limitations or meaning of any Contract Document or (b) release or relieve the Design-Builder from full responsibility for the design of the Project in accordance with the Contract. However, written interpretive engineering decisions from the designated Department contact person(s) pursuant to the Contract may be relied upon to provide information and interpretations of ambiguous or uncertain requirements set forth in the Contract.

14.8 Notices

Notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mailing or mailing the same, postage prepaid, to the Design-Builder or the Department at the addresses or numbers set forth in Sections 3.2 and 3.3, or as either Party may hereafter indicate pursuant to this Section. Any notice delivered by facsimile and email shall be deemed to be received when confirmation of successful

transmission is generated by the transmitting machine. Any notice so mailed, personally delivered, facsimile or e-mail transmission shall be the sole responsibility of the Design-Builder to track and confirm receipt by the Department and shall be confirmed by telephone notice to the Department for the Project. Any notice shall be effective as to the Design-Builder upon delivery into the possession of one of the Design-Builder's designated management personnel, and as to the Department, upon delivery to the Department. Regular, day-to-day communications may be transmitted through one of the methods set forth above, in person, by e-mail, or by other similar electronic transmission.

14.9 Disclosure of Tax Identification Number

The Design-Builder shall provide its federal tax identification number to the Department. The tax identification number provided pursuant to this authority will be used for the administration of state, federal, and local tax law.

14.10 Severability

The Parties agree that if any term or provision of the Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

14.11 No Waiver

The failure of the Department to enforce any provision of the Contract shall not constitute a waiver by the Department of that provision or any other provision of the Contract.

14.12 Media Contacts; Confidentiality

Unless otherwise specifically authorized in writing, the Design-Builder shall provide no news release, press release, or any other statement to a member of the news media regarding this Project without the Department's prior written authorization. The Design-Builder shall require this clause within all Subcontractors agreements.

14.13 Organizational Conflicts of Interest

The Design-Builder shall identify all relevant facts relating to past, present, or planned interest(s) of the Design-Builder's (including the Major Participants, proposed Design-Builder members, and their respective chief executives, directors, and Key Personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this Project.

The Design-Builder shall disclose:

1. Any current contractual relationships with the Department (including identification of the Department contract number and project manager);
2. Present or planned contractual or employment relationships with any current Department employee;
3. Any current relationships between the Major Participants, Key Personnel, and/or Design Professionals of the Design-Builder on other Department projects (including identification of the Department contract number and project manager); and
4. Any other circumstances that might be considered to create a financial interest in the Contract by any current Department employee if the Design-Builder is awarded the Contract.

The Design-Builder must also disclose any current contractual relationships where the Design-Builder is a joint venture. The foregoing is provided by way of example and shall not constitute a limitation on the disclosure obligations.

For any fact, relationship, or circumstance disclosed in this Section 14.13, the Design-Builder must identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest.

All Organizational Conflicts of Interest shall be addressed on Form COI in Appendix C.

14.14 The Department's Insurance

The State of Tennessee is self-insured, and such insurance shall cover the Department's operations and activities under the Contract.

14.15 Joint Ventures and Partnerships

If the Design-Builder is a joint venture or a partnership, each joint venture member or partner is executing this Contract on behalf of both itself and the Design-Builder, and each joint venture member or partner and Design-Builder shall be jointly and severally liable under this Contract.

14.16 Merger Clause

The Contract constitutes the entire Contract between the Parties on the subject matter addressed herein. The terms of this Contract cannot be waived or amended, in any manner whatsoever, except by written instrument signed by the Parties and containing all required State of Tennessee approvals. Any waiver, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Contract except as contained or incorporated by reference herein.

THIS CONTRACT is executed in three (3) original copies, of which one is to be delivered to the Design-Builder, and the remainder to the Department.

The Design-Builder's authorized representative, by his/her signature below, hereby acknowledges that he/she has read this Contract, understands it, and can affirm that the Design-Builder agrees to be bound by its terms and conditions. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Contract, which shall be effective as of the Effective Date.

Design-Builder Name: _____

Company Officer Signature Printed Name and Title Date

**State of Tennessee
Department of Transportation**

This Contract is accepted this _____ day of _____, _____, and

Is effective on the _____ day of _____, _____.

Butch Eley, Commissioner

Leslie South, General Counsel
Approved as to Form and Legality

APPENDIX A

SUPPLEMENTAL SPECIFICATIONS TO THE STANDARD SPECIFICATIONS

The following, revised as noted, incorporates the Supplemental Specifications by reference for bidding purposes and will be printed with the contract after award. These Supplemental Specifications may be obtained from the Department's website at:

<https://www.tn.gov/tdot/tdot-construction-division.html>

Supplemental Specifications to the Standard Specifications Revision Date

| | | |
|---|-------|----------|
| Supplemental Specification to Section 100 | ----- | 1-08-25 |
| Supplemental Specification to Section 200 | ----- | 12-27-23 |
| Supplemental Specification to Section 300 | ----- | 08-28-24 |
| Supplemental Specification to Section 400 | ----- | 12-26-24 |
| Supplemental Specification to Section 500 | ----- | 12-27-23 |
| Supplemental Specification to Section 600 | ----- | 01-08-25 |
| Supplemental Specification to Section 700 | ----- | 12-26-24 |
| Supplemental Specification to Section 900 | ----- | 12-26-24 |

APPENDIX B

SPECIAL PROVISIONS

| Title | SP# |
|--|--------|
| Employing and Contracting with Illegal Immigrants | 102I |
| Specifications for Road and Bridge Construction | 102LC |
| Buy American Requirements | 106A |
| Prohibition of Certain Telecommunications & Video Surveillance Services or Equipment | 106B |
| Air Quality for Mowing | 107AQ |
| Contractor Payroll Requirements in AASHTOWARE Project Civil Rights & Labor (CRL) | 107CP |
| Water Quality and Storm Water Permits | 107FP |
| Project Completion and Liquidated Damages | 108B |
| Payment Adjustment for Fuel | 109A |
| Price Adjustment for Bituminous Material | 109B |
| Removal of Asbestos Containing Materials (ACM) | 202ACM |
| Scaling and Trimming | 203E |
| Compaction Grouting | 204CG |
| Embankment (Compacted in Place) | 205A |
| Bituminous Plant Mix Roadway Density | 407DEN |
| Intelligent Compaction (IC) for Hot Mix Asphalt (HMA) | 407IC |
| Asphalt Pavement Safety Edge | 407SE |
| Section 411 – Asphalt Concrete Surface | 411B |
| Section 411 – Asphalt Concrete Surface (Hot Mix) | 411C |
| Full Depth and Partial Depth Concrete Pavement Repair | 502A |
| Full Depth and Partial Depth Concrete Pavement Repair (High Early Strength) | 502C |

| Title | SP# |
|---|----------|
| Roller Compacted Concrete | 502FRP |
| Cleaning and Resealing Transverse and Longitudinal Joints and Random Cracks | 502J |
| Grinding Concrete Pavement | 503 |
| Dowel Bar Retrofittings | 503DB |
| Rubblizing Concrete Pavement | 505 |
| Section 602 – Steel Structures (Inspection Cost Only) | 602 |
| Repair of Bridge Deck Cracks | 604CR |
| Retaining Walls | 624 |
| Aggregate Foundation Systems | 626 |
| Prefabricated Vertical Drains | 627PVD |
| Highway Signs, Luminaries & Traffic Signals | 700SIG |
| Guardrail Repair | 705A |
| Traffic Control Supervisor | 712B |
| Digital Speed Limit Sign Assembly | 712DSL |
| Contractor Provided Uniformed Police Officer | 712PO-DB |
| Traffic Queue Protection | 712PTQ |
| Speed Feedback Sign Assembly | 712SFS |
| Contrast Pavement Markings | 716DB |
| Wet Reflective Pavement Marking Line | 716WR |
| Roadway Sweeping | 719 |
| Removal and Disposal of Litter | 719A |
| Portable Smart Work Zone | 725PSWZ |
| Traffic Signals | 730C |

| Title | SP# |
|---|--------------|
| Right-of-Way Mowing | 806 |
| Geofoam Backfill | 940 |
| Equal Employment Opportunity | 1230 |
| Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) | 1231 |
| Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) | 1232 |
| Training Program Requirements | 1240 |
| Disadvantaged Business Enterprise Participation | 1246 |
| Required Contract Provisions (Federal-Aid Construction Contracts) | FHWA 1273 |
| Tennessee Department of Transportation Minimum Wage Scales for Federal-Aid Construction and State Funded Construction | 1320 |
| Federal Wage Rates | AA-FED RATES |
| State Wage Rates | AA-ST RATES |

APPENDIX C

DESIGN-BUILD CONTRACT FORMS APPENDED TO BOOK 2 (DESIGN-BUILD CONTRACT)

| Form Name | Form Designation |
|--|------------------|
| Attestation Regarding Personnel Used in Contract Performance | Form AT |
| Conflict of Interest Disclosure Statement | Form COI |
| Contract Payment and Performance Bond | Form CP&PB |
| Lobbying Certificate | Form LC |
| Technical Proposal Signature Page | Form TPSP |

STATE

OF

TENNESSEE

March 11, 2025

County: Shelby

County Contract No.

DB2501

SPECIAL PROVISION

REGARDING

PROJECT COMPLETION AND LIQUIDATED DAMAGES

This project shall be completed in its entirety on or before the completion date shown on the cover of this proposal contract.

Where provisions of this Special Provision conflict with Subsection 108.09 of the Standard Specifications, as amended, this Special Provision prevails.

At the time of this project being let, there may be many TDOT construction projects within the project area. All lane closures and operations must be coordinated with existing construction contracts in the area. Please refer to Subsection 105.08 of the Standard Specifications, Cooperation between Contractors, as communication and cooperation between all parties will be necessary to ensure successful projects.

Project Completion

The Design-Builder shall complete all work to be done under the Contract on or before the Design-Builder's completion date, set forth in Section 4.3 of **RFP Book 2**. If the Design-Builder fails to complete all work specified in the Contract, except for plant/vegetation establishment and punch list items (as defined in TDOT's Design-Build Standard Guidance), on or before the Design-Builder's completion date, a sum of money equal to **\$50,000** per Calendar Day after the Design-Builder's completion date, shall be deducted from monies due to the Design-Builder, not as penalty, but as liquidated damages, until the project is complete and accepted by the Department.

Lane Closures

Daytime lane closures shall not be allowed at any time, unless otherwise specified herein or as directed by the Engineer.

Temporary lane closures on I-40, and ramps, may be allowed Sunday through Thursday between 9:00 p.m. and 6:00 a.m., and during off peak hours Monday through Thursday from 9:00 a.m. to 3:00 p.m. All temporary lane and ramp closures on I-40 must be approved in advance by the Engineer. All requests must be made a minimum of seven (7) days in advance of the anticipated closures. A minimum of two (2) lanes open to traffic at the required minimum travel lane width as defined in Section 8.2 of **RFP Book 3 (Project Specific Information)** must be maintained in each direction at all times. No lane closures will be allowed during Special Events, Holidays or Holiday weekends in accordance with the plans and subsection 104.04 of the Standard Specification. Major events and known periods when lanes cannot be closed include but are not limited to: St Jude Memphis Marathon. The Department may deny any request for lane closures. For each hour

SP108B

SP108B

or portion thereof in which any traffic lane remains closed in conflict with the restricted period, the sum of **\$5,200** per hour per lane shall be deducted from monies due the Design-Builder, not as a penalty, but as liquidated damages.

Potholes

The Design-Builder shall mitigate potholes greater than or equal to 1 square foot and 1.25 inches deep or an equivalent volume of size, shape and location that presents a hazard to the traveling public within 24 hours of discovery or notification. Failure to complete pothole mitigation within the 24-hour period will result in the sum of **\$1,000** per occurrence per day (or portion thereof) until pothole mitigation is complete. These deductions are not penalties but are liquidated damages.

ITS Field Device and Supporting Infrastructure Downtime

Fiber Network

The contractor shall ensure continuous operation of the fiber optic lines affected by construction activities. Temporary disconnect of communication shall not exceed twenty-four hours. Failure to restore communication within the allowed twenty-four hours will result in liquidated damages of **\$1,500** per hour until communication is restored.

Dynamic Message Signs (DMS)

The contractor shall ensure continuous operation of the dynamic message signs (DMS) affected by construction activities. Temporary loss of DMS operation during construction activities shall not exceed thirty calendar days. Failure to restore full operation within the allowed thirty calendar days will result in liquidated damages of **\$1,500** per day/per DMS until full operation of the DMS is restored. Full operation is defined as the DMS being installed, integrated with TMC software, and accessible/controllable by TMC personnel. If necessary, multiple DMS may be down at the same time.

Critical CCTV Cameras

CCTV cameras located near or within project limits are considered critical CCTV cameras due to being in high incident areas. The contractor shall ensure continuous operation of the critical CCTV cameras affected by construction activities. Temporary loss of critical CCTV camera operation during construction activities shall not exceed forty-eight hours. Failure to restore full operation within the allowed forty-eight hours will result in liquidated damages of **\$1,500** per hour/per CCTV camera until full operation of the camera is restored. Full operation is defined as the CCTV camera being installed, integrated with TMC software, and accessible/controllable by TMC personnel. If necessary, multiple CCTV cameras may be down at the same time.

Non-Critical CCTV Cameras

All CCTV cameras not defined as critical are considered non-critical CCTV cameras. The contractor shall ensure continuous operation of the non-critical CCTV cameras affected by construction activities. Temporary loss of non-critical CCTV camera operation during construction activities shall not exceed fourteen calendar days. Failure to restore full operation within the allowed fourteen calendar days will result in liquidated damages of **\$1,500** per day/per CCTV camera until full operation of the camera is restored. Full operation is defined as the CCTV camera being installed, integrated with TMC software, and accessible/controllable by TMC personnel. If necessary, multiple CCTV cameras may be down at the same time.

Radar Detection System (RDS)

The contractor shall ensure continuous operation of the radar detection systems (RDS) affected by construction activities. Temporary loss of RDS operation during construction activities shall not exceed fourteen calendar days. Failure to restore full operation within the allowed fourteen calendar days will result in liquidated damages of **\$1,500** per day/per RDS until full operation of the RDS is restored. Full operation is defined as the RDS being installed, integrated with TMC software, and accessible/controllable by TMC personnel. If necessary, multiple RDS may be down at the same time.

Table: Summary of ITS-Related Liquidated Damages Under SP108B

| ITS Device Type | Allowable Down Time | Liquidated Damages |
|------------------------|----------------------------|---------------------------|
| Fiber | 24-Hours | \$1,500 per hour |
| DMS | 30 Calendar Days | \$1,500 per day per DMS |
| Critical CCTV | 48-Hours | \$1,500 per hour per CCTV |
| Non-Critical CCTV | 14 Calendar Days | \$1,500 per day per CCTV |
| RDS | 14 Calendar Days | \$1,500 per day per RDS |



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build

Book 3 Project Specific Information

I-40 Resurfacing and Rehabilitation

From Levee Road Overhead to Hollywood Street Overhead

Shelby County, Tennessee

DB Contract# **DB2501**

March 2025

This page intentionally left blank.

Table of Contents

| | | |
|-------|--|----|
| 1 | General..... | 1 |
| 1.1 | General Project Description; Scope of Work | 1 |
| 1.2 | Project Goals | 1 |
| 1.3 | Reference Documents | 2 |
| 2 | Project Management..... | 1 |
| 2.1 | Organizational Structure and Staffing Plan..... | 1 |
| 2.2 | Project Schedule and Cost Management | 2 |
| 2.2.1 | CPM Schedule Requirements..... | 2 |
| 2.2.2 | Schedule and Cost Controls | 5 |
| 2.2.3 | Liquidated Damages for Failure to Meet Completion Deadline | 5 |
| 2.3 | Quality Management Plan | 5 |
| 2.3.1 | Design Quality Management Plan (DQMP)..... | 5 |
| 2.3.2 | Construction Quality Management Plan (CQMP)..... | 6 |
| 2.3.3 | Environmental Compliance Plan (ECP) | 7 |
| 2.3.4 | Safety And Health Plan (S&H Plan)..... | 7 |
| 2.4 | Public Relations and Public Information Plan | 7 |
| 2.4.1 | Internal and External Communications | 7 |
| 2.4.2 | Handling Complaints..... | 7 |
| 2.4.3 | Information for Project Website..... | 8 |
| 2.4.4 | Liaison with the Media | 8 |
| 2.5 | Records Management Plan..... | 8 |
| 3 | Roadway Requirements..... | 10 |
| 3.1 | Standards and References..... | 10 |
| 3.2 | Design Requirements..... | 10 |
| 3.3 | Deviations/Exceptions..... | 11 |
| 3.4 | Guardrail | 11 |
| 3.5 | Pavement Markings | 11 |
| 3.6 | Signing..... | 11 |
| 3.7 | Ground Survey..... | 12 |
| 3.8 | Pavement Design..... | 12 |

| | |
|--|----|
| 3.9 Ramps | 13 |
| 4 Environmental..... | 13 |
| 4.1 Permitting..... | 13 |
| 4.1.1 Applying for and Obtaining Water Quality Permits | 14 |
| 4.1.2 Water Quality Permit Application Package Contents..... | 15 |
| 4.1.3 NPDES Permit Specific Requirements | 17 |
| 4.1.4 Inspections | 18 |
| 4.1.5 Water Quality Permits Specific Requirements..... | 19 |
| 4.1.6 Permit Register..... | 19 |
| 4.2 Disposal Of Materials | 19 |
| 4.3 Erosion Prevention And Sediment Control (EPSC) | 20 |
| 4.4 Department Inspections | 21 |
| 5 Structures requirements..... | 22 |
| 5.1 Bridge Deck Repair..... | 22 |
| 6 Geotechnical Requirements..... | 22 |
| 7 Construction Requirements | 23 |
| 7.1 Construction Services | 23 |
| 7.2 Acceptance of Materials | 23 |
| 7.3 Maintenance During Construction | 24 |
| 7.3.1 General Requirements..... | 24 |
| 7.3.2 ROW Mowing and Litter Removal..... | 24 |
| 7.3.3 Acceptance of the Project..... | 24 |
| 8 Traffic Control / Pavement Marking Scope of Work..... | 24 |
| 8.1 General Requirements | 25 |
| 8.2 Temporary Lane Closures..... | 26 |
| 8.3 Temporary Markings | 26 |
| 8.4 Temporary Signage..... | 26 |
| 8.5 Changeable Message Signs | 26 |
| 8.6 Detour and Construction Signage | 26 |
| 8.7 Construction Work Zone | 26 |
| 8.8 Pavement Edge Drop-Off Traffic Control..... | 26 |
| 8.9 Submittals | 27 |

Attachment 1 28

1 GENERAL

This **Book 3 (Project Specific Information)** contains the requirements and conditions by which the Design-Builder shall design and construct the Project, except for any portions of the work that may be stipulated within this Book 3 (Project-Specific Information) to be performed by the Tennessee Department of Transportation (“TDOT”, or “the Department”).

The order of precedence of this Book 3 (Project Specific Information) with the other Contract Documents is described in Book 2 (Design-Build Contract).

The definition of terms corresponding with this Book 3 (Project-Specific Information) are found in the Department’s *Standard Specifications for Road and Bridge Construction* and *Design-Build Standard Guidance* (DB Standard Guidance) in effect 30 days prior to the Proposal due date, unless specifically stated herein.

1.1 General Project Description; Scope of Work

The Design-Builder shall perform all surveying, design, construction, administration, project management, and other necessary services/work required to construct the I-40 Resurfacing and Rehabilitation From Levee Road Overhead to Hollywood Street Overhead Shelby County (the “Project”) in accordance with the Contract Documents.

The project scope consists of rubblizing and/or crack & seating existing concrete pavement, then covering it with an asphalt overlay as detailed in the Simplified Functional Plans and is approximately 2.85 miles in length. Project horizontal and vertical designs should match existing; no major widening anticipated. Existing vertical bridge clearances should remain the same. Bridge repairs will be limited to I-40 mainline bridges and not overpass bridges. No improvements are expected to be made to overhead signs. Traffic shall be maintained on the existing roadway and bridges.

The Design-Builder’s general responsibilities with respect to the Scope of Work for the Project shall include without limitation the following, as more particularly described within this Book 3 (Project-Specific Information):

- Reconstruct all concrete pavement and shoulders on I-40 from Levee Road Overhead to Hollywood Street Overhead with asphalt pavement
- Repair bridge deck through cold planning only down to membrane layer and covering with asphalt
- Ramp concrete removal and asphalt replacement as detailed in the Simplified Functional Plans to meet requirements for adequate ramp tie in
- Loop ramp replacement to include curb removal and shoulder and ditch construction
- Install all permanent guardrail segments to MASH TL-3 standards and install new guardrail to shield fixed objects including non break-away supports in the clear zone.

1.2 Project Goals

The Project is to achieve the following goals:

1. Minimize inconvenience to the public during construction.
2. Provide a management system or approach that ensures the requirements of the Project will be met or exceeded.

3. Provide a high-quality project that minimizes future maintenance.
4. Provide a solution consistent with TDOT Roadway Design Standards.
5. Adhere to local, state, and federal environmental regulations and/or permits that are required in executing and/or completing the Project.
6. Incorporate best management practices to control sediment, storm water runoff/discharge, or other environmental parameters that are established for the Project.
7. Implement innovative solutions to maximize the return on taxpayer investment by reducing costs or improving quality of the transportation system.
8. Complete construction as quickly as possible.
9. Provide a visually pleasing finished product.

Deliver on the construction schedule and obtain final project acceptance no later than October 30, 2027.

1.3 Reference Documents

The Simplified Functional Plans and Department-supplied materials have been included as Reference Documents, published on the Department's Project website.

Unless otherwise noted in the Contract Documents, the Design-Builder shall acknowledge that Reference Documents are preliminary and provided solely to assist the Design-Builder in its development of the preliminary Project design. The Design-Builder shall be fully responsible for the accuracy and completeness of all work performed under this Contract. The Design-Builder shall be fully liable and hold the Department harmless for any additional costs and all claims against the Department which may arise due to errors, omissions, and negligence of the Design-Builder in performing the work required by this Contract.

The Design-Builder is responsible for verifying all information provided by the Department.

2 PROJECT MANAGEMENT

The Design-Builder shall prepare and administer a Project Management Plan (PMP) containing the Design-Builder's approach to managing the design and construction activities of the Project in accordance with the DB Standard Guidance and the specific requirements defined herein.

The PMP shall contain, at a minimum, the following component parts:

- Organizational Structure and Staffing Plan;
- Critical Path Method (CPM) Initial Project Schedule (IPS);
- Quality Management Plan, including the:
 - Design Quality Management Plan (DQMP);
 - Construction Quality Management Plan (CQMP);
 - Environmental Compliance Plan (ECP);
 - Safety and Health Plan (S&H Plan);
- Public Relations and Public Information Plan (PIP); and
- Records Management Plan.

Within 30 Days of Contract Award, the Design-Builder shall meet with the Department at the Post-Award Meeting to discuss development of the components of the PMP for Review and Acceptance by the Department prior to the start of any work.

The Design-Builder shall use its Proposal as a foundation to prepare the PMP and its component plans/parts. The Design-Builder shall implement all elements of the PMP over the duration of the Project.

The Design-Builder shall use current e-plans software for the Project. All Project submittals shall be uploaded to this platform and include an email with the transmittal letter to the Department to initiate review of all submittals. The Design-Builder shall contact the software provider directly to obtain usage license and service information.

2.1 Organizational Structure and Staffing Plan

The Design-Builder shall prepare an Organizational Structure and Staffing Plan to ensure appropriate qualified staff are employed by the Design-Builder to perform the work in a manageable and safe manner.

The plan shall identify the Key Personnel and key management staff, including Level "1" Personnel and Level "2" Personnel identified in the Design-Builder's Statement of Qualifications (SOQ) and Proposal, respectively.

The Design-Builder shall provide an organizational chart that graphically represents the hierarchy and functional interaction of the Key Personnel and indicates the functional responsibilities of each staff member. The organization shall be monitored, and the chart updated and provided to the Department when changes to the Design-Builder's organizational chart occur.

The Design-Builder shall provide to the Department, within 15 calendar days after the initial Notice to Proceed (NTP), a list of the contacts (and contact details) of Key Personnel on site and Key Personnel on call who are available 24 hours per day during the execution of the work.

The Design-Builder shall include a procedure for a structured and managed replacement of Key Personnel, as requested for Department approval, on the Design-Builder's Project team.

Any licenses or certifications that are required to meet the requirements of the Request for Qualifications (RFQ) and Request for Proposals (RFP) shall be in place by the time the initial NTP is issued.

2.2 Project Schedule and Cost Management

2.2.1 CPM Schedule Requirements

For review at the Post-Award Meeting, the Design-Builder shall prepare a Critical Path Method (CPM) Initial Project Schedule (IPS), in accordance with the Department's Circular Letter 108.03.C, Chapter 3 of the DB Standard Guidance, and the requirements described herein.

2.2.1.1 INITIAL AND MONTHLY SCHEDULE SUBMITTALS

In accordance with Chapter 2 and 3 of the DB Standard Guidance, the Design-Builder shall use the preliminary CPM schedule submitted with its Proposal as a foundation to prepare the CPM IPS and shall submit it to the Department for Review and Acceptance. Acceptance of the CPM IPS to be the Baseline CPM Schedule by the Department shall be a condition of starting any work.

The Design-Builder shall submit an updated CPM Schedule monthly for the Department's Review and Comment in accordance with Department's Circular Letter 108.03.C and Chapter 3 and 9 of the DB Standard Guidance. Each month, the Design-Builder shall provide a narrative with each CPM Schedule submittal that includes:

- A detailed description of the status of the Project and changes to the CPM Schedule;
- Identification of strategies for mitigation of Project risks or issues impacting the CPM Schedule (describing constraints and discussing contingencies);
- How the proposed Project phasing, sequence of work, and allocation of resources enable the Design-Builder to progress the work to achieve the Contract Completion Date(s);
- How the phasing ensures timely deliveries of materials to achieve the CPM Schedule milestones;
- Identification of categories of work performed by Design Builder's own direct labor force and those performed by Subcontractors;
- Pay Item activities and all work included in the Pay Item activities corresponding to totals as reflected on the Schedule of Items; and
- Any other requirements from the Department's Circular 108.03.C and Chapter 3 and 9 of the DB Standard Guidance.

Review and Comment by the Department shall not be construed to imply approval of any particular method or sequence of construction or to relieve the Design-Builder of providing sufficient materials, equipment, and labor to guarantee completion of the Project in accordance with all Contract requirements. The Department Review and Comment shall not be construed to modify or amend the Contract, Project milestones, Interim Completion Date(s) (as applicable), or the Contract Completion Date.

Furthermore, the Department's acceptance of any schedule update does not relieve the Design-Builder of responsibility for the accuracy or feasibility of the CPM Schedule, does not modify the Contract, will not be construed as an endorsement or validation of the Design-Builder's plan, and does not guarantee that the Project can be performed or completed as scheduled. The Department's acceptance of the CPM Schedule

in no way attests to the validity of the assumptions, logic constraints, dependency, relationships, resource allocations, resource availability, manpower and equipment, or any other aspect of the means and methods of performing the work.

In all, the Design-Builder shall remain solely responsible for the scheduling, planning, and execution of the work to meet the Project milestones, Interim Completion Date(s) (as applicable), and the Contract Completion Date(s).

2.2.1.2 PROJECT CPM SCHEDULE REQUIREMENTS

In addition to the requirements from the Department's Circular 108.03.C and the DB Standard Guidance, the CPM Schedule shall detail adequate planning and execution of the work, allow the Design-Builder and Department an opportunity to evaluate the progress of the work, and shall follow the applicable categories within the Schedule of Items and other cost control systems, including the Payment Progress Process.

The CPM Schedule shall include all major activities of work required under the Contract, in sufficient detail to evaluate design and construction process. The CPM Schedule shall not contain open-ended activities, except for the first and last activity in the CPM Schedule. The Design-Builder shall provide adequate time in the CPM Schedule for all parties involved with the Project to complete their work, including inspections, procurement activities, and testing. The Design-Builder shall include in the CPM Schedule the work of subcontractors, vendors, suppliers, utilities, permitting agencies, the Department, and all other parties associated with the Project. The CPM Schedule may be utilized to facilitate the Department's Construction Engineering and Inspection (CEI) and Quality Assurance/Acceptance (QA) activities.

If at any time the design or construction of the Project potentially affects the approved environmental document, the Design-Builder shall cease work and contact the Department Alternative Contracting Office.

Failure by the Design-Builder to include any element of its work or the work of others required for completion of the Project will not excuse the Design-Builder from completing the Project by the Contract Completion Date(s).

The scheduling software employed by the Design-Builder shall be compatible with the current and any future scheduling software used by the Department. The Department's current software is *Oracle Primavera P6 (v 18.8)*. The software shall be compatible with the electronic file version of the CPM Schedule that can be loaded or imported by the Department using the Department's scheduling software with no modifications, preparation, or adjustments.

The CPM Schedule shall show the order in which the Design-Builder proposes to complete the work, the time frame which it will start the major items of work, and the critical features of such work (including procurement of materials, plant, and equipment). The CPM Schedule shall include, at a minimum, the following items:

- Controlling items of work, major work, and activities to be performed;
- Seasonal weather limitations;
- Land disturbance restrictions;
- Phase duration or milestone events, based on selected option as applicable; and
- Specified Contract Completion Date(s) from the Contract.

The CPM Schedule shall be time and cost loaded, depicting Pay Items and subordinated activities and their respective prices (distributed over time). Within ten (10) business days after award of the Contract, the Design-Builder shall assign a percentage of the Pay Item Cost to each activity in the proposed CPM

Schedule that reflects an accurate percentage value to each activity based on estimated costs plus associated profit and overhead. The profit and overhead assigned to the individual activities shall be equal to or less than the mark-up applied to the work when establishing the Contract Amount. The CPM Schedule shall be in a suitable scale to indicate graphically the total percentage of work scheduled to be completed at any time.

2.2.1.3 SUBMITTAL REQUIREMENTS

In addition to the requirements of Section 2.7 of the DB Standard Guidance, Design-Build submittals shall be scheduled and submitted based on the approved CPM Schedule. The Design-Builder shall include all review submittals and any resubmittals in the CPM Schedule in order for the Department to appropriately allocate resources for performing the reviews and to track and document any possible schedule impacts.

Ten (10) business days shall be allocated in the CPM Schedule for activities requiring the Department's Review and Acceptance or Review and Comment, unless otherwise indicated in a Special Provision or third-party review. In accordance with the DB Standard Guidance, submittals requiring the Department's Review and Acceptance shall be limited to two concurrent submittals per Division unless indicated otherwise by the TDOT Project Manager.

All submittals required to be reviewed and approved by third-party stakeholders shall be tracked individually. Each such submittal shall have separate activities that track submittal development, required reviews, and revisions required by third-party stakeholders, the Department, or the Design-Builder.

2.2.1.4 TIME ADJUSTMENTS

Notwithstanding any other provision to the contrary, no time adjustments shall be allowed for:

- Adverse weather conditions (e.g., weather days should be accounted for in the CPM Schedule);
- The time required for the Department's review and response to any initial submittal and any required resubmittal to resolve the Design-Builder noncompliance or nonconformance with the Contract Documents;
- The time required to review value engineering cost proposals (VECPs);
- The time to process change orders or plan revisions requiring additional Department or other agency review and/or approval;
- The time to complete any work that the Design-Builder did not account for in its CPM Schedule as required by the Contract Documents;
- Any delays typically encountered during a Project regardless of the source.

The Department may consider time adjustments for:

- The time for plan revisions requiring additional third-party or other agency (i.e., non-Department) review and/or approval if the Design-Builder is unable to work on the controlling item of work without revised plans or shop drawings;
- The time for ordering and delivery of materials for extra work as directed by the Department that affects the CPM Schedule;
- Delays encountered due to a force majeure event as defined in Section 108.07B of the Department's Standard Specifications that is beyond the control of the Design-Builder that the Department determines adversely affected the progress of the work.

In accordance with Section 2.7 of the DB Standard Guidance, submittals must be stamped into the Department-designated contact office before 12:00 p.m. CST to start the review period that day. If submittals are received after 12:00 p.m. CST, the review period will begin on the following business day. The review period includes only the Department workdays.

2.2.2 Schedule and Cost Controls

The Design-Builder shall develop procedures for schedule and cost control on the Project, including the cost control and schedule management system to be used to control and coordinate the work.

The cost-control approach shall include a description of the proposed approach for calculating progress performance for preparing the monthly payment requests using the Pay Item activities, Schedule of Items, and the CPM Schedule. The Design-Builder shall include a procedure for re-scheduling its work to achieve schedule recovery objectives and how these objectives will be enforced with its work force and Subcontractors.

2.2.3 Liquidated Damages for Failure to Meet Completion Deadline

The Design-Builder shall complete the Project within the time limitations set forth in **Book 2 (Design-Build Contract)** and Special Provision 108B.

If the Design-Builder fails to complete the Project within the time limitations set forth in the Contract, then the Department will suffer substantial losses and damages. The Contract, therefore, provides that a sum shall be deducted from monies due the Design-Builder, not as a penalty, but as Liquidated Damages, if such completion is delayed.

2.3 Quality Management Plan

The Design-Builder shall establish and implement a Quality Program and prepare a Quality Management Plan in accordance with Section 2.5 of the DB Standard Guidance and the requirements described herein. The Quality Management Plan shall include:

- Design Quality Management Plan (DQMP);
- Construction Quality Management Plan (CQMP);
- Environmental Compliance Plan (ECP); and
- Safety and Health Plan (S&H Plan).

The Department expects the Design-Builder to implement Quality Program improvements over the Project's duration. It is of the utmost importance that the Design-Builder involves its staff and partners with the Department to ensure overall Project satisfaction. The Department will strive for an oversight role in the Quality Program for the Project; however, this will only be possible if the Design-Builder's Quality Program exhibits sufficient staff and sound processes and practices that place quality design and workmanship above production and/or cost by all team members. The Quality Management Plan is subject to auditing by the Department.

2.3.1 Design Quality Management Plan (DQMP)

The Design Quality Management Plan (DQMP) shall conform to the requirements of Section 5 of the DB Standard Guidance and describe:

- Quality roles and responsibilities of the Design-Builder's design Quality Team, including the Design Quality Manager (DQM) and Design Manager;

- Procedures for implementing the design work;
- Design development, submittal, and design review process for preparation of final signed and sealed construction plans and specifications used to construct the Project (the Readiness-for-Construction Plans and Specifications);
- Processes and procedures for the Department's Review and Acceptance of necessary submittals prior to starting any design work; and
- Quality control and quality assurance procedures for ensuring the quality of design work and conformance, including design-quality checks and certifications, and independent design reviews prior to submittal for the Department's Review and Acceptance.

The DQMP shall provide all Design Documents and perform design reviews in accordance with the design review schedule established in the CPM Schedule and in accordance with Contract requirements.

The Design Engineer or Manager shall be responsible for design quality control and ensuring that the design submittals and design reviews are performed in accordance with the DQMP and the Contract Documents. In accordance with Section 2.5.2 of the DB Standard Guidance, the DQM shall provide an independent review and certify that the Design Documents comply with all Contract requirements (QA/QC Stamps) prior to requesting Review and Acceptance by the Department. Failure by the Design-Builder to perform its Quality Management function will result in the immediate rejection of the Design Documents and the Design-Builder shall revise and resubmit. Additional review comments may be added to the resubmission by the Department.

The DQMP shall describe how nonconformances are identified and tracked, how resolutions to nonconformances are developed, and how the actions taken to correct nonconformances are documented, either in Design Documents or construction records and reviewed or re-inspected. This section will apply to both design and construction of the Project. The Design Engineer who signed the applicable Design Documents shall review and approve all resolutions of nonconformances that require design changes, repairs, or rework.

The DQMP shall describe the corrective and preventive actions the Design-Builder will take upon the identification of actual or potential major and systemic nonconformances, identified internally or by the Department. The Design-Builder shall advise the Department when corrective action has been implemented so that the Department may verify implementation, should the Department so choose. This section will apply to both design and construction of the Project.

The DQMP shall be submitted for the Department's Review and Acceptance prior to starting any design work.

2.3.2 Construction Quality Management Plan (CQMP)

The Construction Quality Management Plan (CQMP) shall describe the quality roles and responsibilities of the Design-Builder's construction Quality Team and procedures for implementing the construction work in accordance with Chapter 7 of the DB Standard Guidance.

Although the Department will acquire a CEI consultant and QA testing, the Design-Builder is responsible for ensuring the quality of the work and shall prepare procedures in the CQMP for quality control of materials and how the Design-Builder plans to inspect the Project to ensure compliance with the Contract Documents. The Design-Builder shall guarantee and provide full cooperation in relation to the Department's CEI consultant and QA audits, reviews, request for information etc.

The Construction Manager shall be responsible for quality control during construction and ensuring that quality control testing and inspections are performed in accordance with the CQMP and the Contract Documents.

In accordance with Section 2.5.3 of the DB Standard Guidance, the Design-Builder shall provide a Construction Quality Manager (CQM) to oversee, manage, certify, and perform construction Quality Management activities. The CQM shall independently review the submittals for the Department, and upon completion shall certify to the Department that the information is accurate and complete. The CQM shall certify that all Work Product has been checked and/or inspected by the Quality Team and that all work complies with the Contract Documents. The CQM shall also certify to the Department that the CQMP and all measures, protocols, and procedures provided therein, are functioning properly and are being followed.

The CQMP shall be submitted for the Department's Review and Acceptance prior to starting any construction work.

2.3.3 Environmental Compliance Plan (ECP)

The Design-Builder shall prepare an Environmental Compliance Plan (ECP) in accordance with Section 2.5.4 of the DB Standard Guidance.

2.3.4 Safety And Health Plan (S&H Plan)

The Design-Builder shall prepare a Safety and Health Plan (S&H Plan) in accordance with Section 2.5.5 of the DB Standard Guidance.

2.4 Public Relations and Public Information Plan

The Design-Builder shall comply with Section 7.4.5 of the DB Standard Guidance and address the following Project-specific requirements.

2.4.1 Internal and External Communications

The Design-Builder shall describe the internal and external communication process between the Design-Builder and the Department's staff, external stakeholders, third parties, and public affected by the work.

The Design-Builder shall provide all information required for communication purposes. The communication activities are primarily intended for the Department and Department staff (internal stakeholders), but shall also focus on neighboring public and communities, companies and organizations, emergency services, Shelby County, City of Memphis, environmental agencies, impacted utilities, and other external services.

The focus of Project/construction communication shall support the following goals:

- Ensure that the entire Project is executed in the least disruptive and positive manner possible for the Department, external stakeholders, and the traveling and local public;
- Maintain the best possible long-term relations with all relevant external stakeholders; and
- Ensure that the work is performed in the most effective and efficient way.

2.4.2 Handling Complaints

The Design-Builder shall process complaints that result from performing the work, whether received directly or through the Department to the Design-Builder, as soon as possible in a proactive way.

- The Design-Builder shall notify the Department within two hours after receiving a complaint and inform the Department of what actions will be taken to resolve the cause of the complaint.

- The Design-Builder shall keep a complete and updated complaint register of all complaints received, addressed directly to the Design-Builder or through the Department.
- The complaint register shall include all relevant information in relation to the complaint (who, when received, contents), the actions planned concerning the complaint, the person(s) responsible for the communication, and the status of the complaints (open, closed), which shall be available to the Department upon request.

The Design-Builder shall coordinate all public communication with the Department.

2.4.3 Information for Project Website

The Design-Builder shall coordinate with the Department and provide Project-related information to the Department for Review and Acceptance, including:

- Contact information,
- Project maps,
- Current Project activities and progress,
- Timing of roadway and interstate ramp closures and openings,
- Recommended route alternatives during closures (with maps),
- Newsletters and meeting materials, and
- Calendar of, and announcements for, meetings and special events.

2.4.4 Liaison with the Media

Unless otherwise authorized in writing by the Department, the Design-Builder shall provide no news release, press release, or any other statement to a member of the news media regarding this Project. The Design-Builder shall require this clause to be within all Subcontractor agreements.

2.5 Records Management Plan

The Design-Builder shall describe its procedures for managing and maintaining Project record documents in accordance with Sections 5.2.11 and Chapter 7 of the DB Standard Guidance and the Project-specific requirements described herein.

The Department will perform a combination of audits, reviews, and inspections to assess whether the Design-Builder's integrated project management responsibilities and its PMP are functioning properly and determine whether its records and information are reliable and up to date.

Upon completion of the Project, the Design-Builder shall provide the State Innovative Delivery Office a transmittal letter, an electronic copy (CAD and signed PDFs) of the As-Built Plans and final foundation type, including footing elevations and lengths of individual piles, prior to final payment of funds to the Design-Builder.

The Professional Engineer in charge of the development of the Project Plans and specifications shall place his/her seal, including signature and date, on the right side of the title sheet. All plan sheets shall contain the seal, including signature and date, of the Professional Engineer in charge of its development.

The As-Built Plans and the Design-Builder Specifications (following construction completion) shall incorporate any changes to the Readiness-for-Construction Plans and Specifications, changes made during

construction, as well as all utility locations within right-of-way (ROW) as described in the DB Standard Guidance.

Upon completion of the Project, the Design-Builder shall provide the Department's Structures Division a final bridge condition report for all bridges. The Report shall be delivered electronically via a cloud-based platform as agreed to by the Department

3 ROADWAY REQUIREMENTS

3.1 Standards and References

The Design-Builder shall design and construct the work to adhere to the latest editions of the following standards in effect 30 days prior to the Proposal due date.

- TDOT Roadway Standard Drawings
- TDOT Roadway Design Guidelines and Instructional Bulletins
- TDOT Drainage Manual
- TDOT Traffic Design Manual
- TDOT Design CADD Standards
- TDOT Survey Manual
- TDOT Bridge Design Manual
- TDOT Pavement Design Guidelines
- The Department accepted AASHTO Policy on Geometric Design of Highways and Streets
- Manual on Uniform Traffic Control Devices (MUTCD)
- AASHTO Roadside Design Guide
- AASHTO Guide for Design of Pavement Structures
- OpenRoads Designer (ORD) shall be used in the development of 3D parametric modeling to provide model-centric design deliverables, The Design-Builder shall use ORD in accordance with requirements and guidelines provided on the [Department's website](#).

3.2 Design Requirements

The Design-Builder shall design and construct the project so that the:

- Proposed lanes of traffic match existing width and cross slopes
- Proposed shoulder lanes match existing width
- Proposed super elevation matches the existing
- Vertical bridge and overhead sign clearances match existing clearances

The Design-Builder will be responsible for identify the need for any special roadway design details (i.e., any special drainage structures, rock embankment, retaining walls, concrete barrier designs, etc.) and shall provide special design drawings to the Department for Review and Approval.

The Design-Builder will be responsible for all applicable "General and Special Notes" found in Section IX of the current edition of the TDOT Roadway Design Guidelines and TDOT Instructional Bulletins (IBs) applicable on the date the RFP is issued are adhered to during construction.

The geometric configurations of all roadway components shall be designed to provide adequate drainage and prevent hydroplaning (during construction and when complete). Cross slopes should match existing except where existing may be substandard and creating ponding and/or drainage issues. Design-Builder

shall provide hydraulic calculations (including spread calculations) to the Department for deviations to existing.

3.3 Deviations/Exceptions

All proposed modifications to the Simplified Functional Plans require an Alternative Technical Concept (ATC) subject to Department approval. The Design-Builder shall not request more than six (6) ATCs per week. The Design-Builder is responsible for any impacts resulting in deviations from the Simplified Functional Plans.

No design exceptions will be allowed without Department approval.

3.4 Guardrail

The proposed guardrail, including any anchor system, shall be installed quickly to minimize traffic exposure to any hazard. Guardrail shall be removed and replaced in accordance with the January 2021 edition of TDOT Standard Drawings and TDOT Standard Specifications.

All permanent and temporary safety appurtenances (sign supports, guardrail, etc.) shall meet current TDOT standards and shall have all required Department certification documents.

The Design-Builder shall propose an AASHTO Manual for Assessing Safety Hardware (MASH) compliant TL-3 guardrail attachment to bridge ends (and retaining walls if applicable) detail. This attachment detail shall be submitted prior to installation for the Department's Review and Approval. All new guardrail and end terminals shall be MASH-compliant TL-3 and be on the Department's Qualified Products List. All temporary and permanently installed guardrail segments shall meet MASH TL-3 standards. New guardrail segments should be installed to shield fixed objects including non break-away supports in the clear zone.

3.5 Pavement Markings

The Design-Builder shall prepare pavement marking plans for the Department's Review and Approval. Pavement markings shall be constructed for the initial phase of construction. The design and installation of permanent pavement markings shall be in strict accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), TDOT Roadway Design Guidelines, TDOT Standard Drawings, TDOT Standard Traffic Operations Drawings, TDOT Traffic Design Manual, and the current edition of the TDOT Standard Specifications. All pavement marking removal on final surfaces shall be accomplished by water blasting or another non-marring method. Any damage to the pavement surface caused by the selected method shall be removed and replaced at the Design-Builder's expense.

Permanent pavement line markings shall be thermoplastic installed to permanent standards at the end of each day's work. Short, unmarked sections shall not be allowed. Temporary pavement markings shall be paint or tape. On the final surface, the Design-Builder shall have the option of using temporary pavement markings installed to permanent standards at the end of each day's work and then installing the permanent markings after the paving operation is completed. All pavement markings beyond the immediate work area that are affected by the Work shall be reapplied to permanent standards.

3.6 Signing

The Design-Builder shall prepare signage plans for the Department's Review and Approval prior to Ordering if impacted due to ATCs or construction activities. Signs shall be constructed for the initial phase of

construction. In addition, the Design- Builder shall ensure all signs beyond the project limits are consistent with new alignments and travel lanes.

The design and installation of permanent roadway signs shall be in strict accordance with the current edition of the MUTCD, TDOT Roadway Design Guidelines and TDOT Standard Drawings, the current edition of the Standard Highway Signs, the TDOT Supplement to the Standard Highway Signs, the current edition of the TDOT Standard Specifications, and TDOT Traffic Design Manual.

After the permanent sign locations have been staked, but prior to ordering any material for supports, there shall be a field review and acceptance by the Department.

All existing sign footings shall be removed six inches (6") below ground line.

The Design-Builder shall verify all support lengths at the site prior to erection.

All sign sheeting shall be Type 3 Prismatic or better. All existing signs that do not meet the retro-reflectivity requirements shall be replaced. All yellow reflective warning signs shall be fluorescent yellow.

All permanent signing plans; signing layouts, sign schedules, & miscellaneous detail sheets shall be reviewed by the Department prior to ordering and construction/installation.

All existing post-mounted signing shall be removed and replaced with new sign faces and new breakaway Supports.

3.7 Ground Survey

The ground survey including survey control is provided by the Department (see Project website). The Design-Builder shall verify the ground survey and survey control before utilizing in the design of the Project. In addition, the Design-Builder shall be responsible for field surveys and support activities, such as, but not limited to, geotechnical investigations, ROW stakeout, construction stakeout, etc. If the Design-Builder's design footprint extends beyond the limits of the survey provided by the Department, the Design-Builder shall be responsible for securing the necessary additional survey. All field survey activities shall be performed in accordance with the latest version of the TDOT Survey Manual and any other applicable design standards previously referenced

3.8 Pavement Design

The proposed Pavement Design Schedule for this Project has been developed in the Simplified Functional Plans. The minimum pavement designs for the proposed asphalt pavements shall meet the following requirements:

- 20 – year initial design life
- Estimated 30,000,000 Equivalent Single Axle loads
- Minimum AASHTO Structural Numbers
 - SN = 5.185

The Design-Builder may propose an ATC for pavement design that must meet the above requirements. All vertical clearances to overhead sign structures and bridges shall not be reduced from the existing clearances.

3.9 Ramps

The Design-Builder should remove concrete ramp pavement and replace with asphalt at locations shown Simplified Functional Plans. The Design-Builder should remove curb on the two loop ramps as indicated in the Simplified Functional Plans. Concrete pavement replacements shall adhere to the latest editions of all appropriate TDOT Roadway Standard Drawings, TDOT Design Guidelines and Instructional Bulletins, TDOT Drainage Manual, TDOT Traffic Design Manual, AASHTO Policy on Geometric Design of Highways and Streets, and Manual on Uniform Traffic Control Devices. An ATC may be proposed for ramp replacement that meet adequate ramp tie in requirements.

Ramp replacement work shall be performed in a manner as to require no concrete joints in the ramp travel lane.

All impacted ramp striping and marking shall be removed and replaced with new contrast striping and marking.

4 ENVIRONMENTAL

The Department has obtained a Categorical Exclusion (“NEPA Document”) for this project. The NEPA Document is located on the Project website. No project commitments are included in the NEPA Document.

The Design-Builder shall refer to the NEPA Document for a complete description of the limits of the Project. If the Design-Builder’s design footprint or construction limits extend beyond the limits described therein and as shown in the Simplified Functional Plans, including permanent and/or temporary easements, the Design-Builder shall be responsible for the reevaluation of the required environmental documents. No additional time will be allotted to the Project schedule for the Design-Builder’s reevaluation and/or preparation of revised environmental documents, TDOT Environmental Division staff’s Review and Approval of any additional environmental documents, agency coordination, and subsequent FHWA approval, as required.

To ensure compliance with the Categorical Exclusion (CE) obtained for this project, any deviations from the horizontal alignment as shown on the Simplified Functional Plans will require an ATC with Department approval.

4.1 Permitting

No environmental water quality permits are anticipated for the Project. If the Design-Builder proposes to make changes to the Simplified Functional Design that result in impacts to any environmental features, the Design-Builder shall be responsible for procuring permit(s) and acquiring any mitigation credits, if applicable, for those changes.

In addition to any environmental water quality permits for the project, the Design-Builder shall be solely responsible for complying with and obtaining any necessary building, demolition, grading, and environmental permits or approvals, including but not limited to archaeology, ecology, historical, hazardous materials, air and noise, TVA 26a, TDEC ARAP/401, USACE Section 404, and TDEC National Pollution Discharge Elimination System (NPDES) permits, from federal, state and/or local agencies regarding any material and staging areas and the operation of any project-dedicated asphalt and/or concrete plants, and any waste or borrow areas that will be used. Any such permits shall be supplied to the Department’s HQ Environmental Tech Office (“ETO”) prior to the commencement of activities in the permitted area(s).

The Design-Builder is responsible, under the laws and regulations listed above, to avoid and minimize, to the maximum extent practicable, impacts to Waters of the State and/or Waters of the U.S. when considering design changes to the Simplified Functional Plans and constructing the project. Avoidance and minimization

of impacts are beneficial to the Design-Builder because such actions avoid or reduce the amount of compensatory mitigation that may be required to obtain water quality permits prior to construction.

If environmental water quality permit are necessary prior to completion of the Definitive Design Plans, the Design-Builder shall contact the Department's Alternative Contracting Office immediately for guidance.

The Department's HQ ETO and Headquarters Environmental Division Permitting Section shall be included in all correspondence and/or negotiations with agencies.

The Design-Builder shall obtain and pay for all regulatory permits as required by applicable laws, the plans, or contract specifications. This includes stormwater discharges associated with construction support activities including, but not limited to, equipment staging yards, material storage areas, excess excavated materials disposal, demolition disposal (waste) areas, and borrow areas. These areas are to be addressed in accordance with the TDOT Waste and Borrow Manual (May 15, 2017 Version). The Design-Builder shall be cognizant of and adhere to the requirements of the various permits that will be necessary for construction and operation of the Project.

4.1.1 Applying for and Obtaining Water Quality Permits

The Design-Builder shall be responsible for preparing all documents (water quality permit application package) and attending all public meetings necessary to obtain the environmental permits required for the construction of this Project. TDOT application templates will be provided to the Design-Builder and shall be used in the permit application package.

The Design-Builder shall obtain information and prepare permit drawings/sketches that reflect the impacts and minimization efforts resulting from the Design-Builder's design of this Project. If water quality permit are required, there shall be scheduled reviews of permittable plans, application, and permit conditions by the Department's HQ ETO and, upon request, the Headquarters Environmental Division Permitting Section to ensure regulatory practices are consistent. TDOT will review the Design-Builder's permits within 10 business days.

The Design-Builder shall be responsible for developing the water quality permit application for any change to jurisdictional water resource impacts. The Design-Builder shall be responsible for all public notice requirements such as documentation to be placed in the local newspaper and in the field and answering of public notice comments. The Design-Builder shall employ all personnel that it deems necessary in order to provide permit compliance.

The Design-Builder shall submit the water quality permit application in its own name and ensure the permit is issued in its name. If, under the applicable laws and regulations, the water quality permit application cannot be submitted in the Design-Builder's name, the Design-Builder shall submit the permit application as an Authorized Agent of the Department and ensure the permits are issued with the Department as the Permittee. The Design-Builder shall attend a final review meeting with the Department to review all water quality permit modification applications prior to submitting the application to the permitting agencies.

Environmental permits may also be required when activities such as core sampling, seismic exploratory operations, geotechnical investigations, ROW fence replacement, utility relocations, and historic resources surveys are within Waters of the State or Waters of the U.S. These permits may also be required for placement and operations of scientific measurement devices.

The Department's HQ ETO and Headquarters Environmental Division Permitting Section shall be invited to any meeting between the Design-Builder and the respective regulatory agency to discuss issues related to the application for (or refusal of) a permit. The Design-Builder shall inform the Department a minimum of ten

(10) business days in advance of the time and location such a meeting is to take place and provide a meeting agenda five (5) business days in advance of the meeting.

The Design-Builder shall assist the Department as needed in any proceedings relating to reservations, objections, appeals and/or applications for preliminary injunctions initiated by others against the water quality permit application or by itself against the permit decision. In such proceedings, the Design-Builder shall make every reasonable effort to defend the submitted application.

If any regulatory agency rejects or denies the permit application, it is the Design-Builder's responsibility to make the necessary revisions to ensure the permit is approved. If revisions are required to obtain permits, there should be scheduled reviews of the revisions by the Department's Headquarters ETO and, upon request, the Headquarters Environmental Division Permitting Section to ensure regulatory practices are consistent. The Design-Builder shall be responsible for preparing designs and proposing construction methods that are permissible. All permits required for changes to a particular construction activity shall be acquired prior to commencing the particular construction activity. All costs and delays associated with incomplete permit packages, agency rejections, agency denials, agency processing time, or any permit violations shall be the responsibility of the Design-Builder and will not be considered sufficient reason for time extension.

The Design-Builder shall provide the Department with a copy of the draft permit decision and a copy of the final permit immediately upon receipt.

The Design-Builder shall plan, implement, monitor and maintain all applicable Erosion Prevention and Sediment Control (EPSC) measures and Best Management Practices (BMPs) in accordance with all TDOT standards during construction. The Design-Builder shall bear all costs and risks associated with applying for, obtaining, and complying with permits.

4.1.2 Water Quality Permit Application Package Contents

The water quality permit application package (applicable for USACE § 404, TVA Section 26a, and TDEC ARAP permits) shall include, but not be limited to, the following information:

- TDOT Application Templates or an approved equal which meets all the required sections of the agencies' applications forms (e.g., TDEC CN-1091, USACE ENG 4345, NPDES NOC, etc.); and
- Signed application letter to the TDEC Division of Water Resources, Permits Section, TVA, and USACE listing all water quality impacts.
- The signed application cover letter shall indicate the following:
 - Alternatives for each impact to environmental features;
 - Proposed methods utilized by the Design-Builder to minimize impacts to each environmental feature; and
 - Proposed mitigation for the impacts to environmental features (if required).
- Labeled USGS color quadrangle map. The map shall have the following information shown:
 - Impact areas labeled by permit type;
 - Longitude and latitude (precision to four decimal places) listed for each impact;
 - Quadrangle name and number;
 - Project information (including PIN, State Project Number, project description, County name, nearest city);

- Scale bar (quad map scale shall be set to 1:24,000); and
- North arrow.
- Copy of signed CN1091 form (the originally signed CN1091 form shall be submitted to TDEC).
- Signed DA/TVA form or DA form (if applicable). DA/TVA form must be filled out if an Individual Section 404 Permit is required.
- Signed TVA Applicant Disclosure Form.
- Individual Section 404 Permit applications require the names and addresses of property owners adjacent to all permit impacts listed in an excel spreadsheet.
- Pre-filing and certification request (if applicable).
- Environmental feature impact tables based on Design-Builder's proposed changes (if applicable).
- TN SQT data and debit tools (if applicable).
- Individual permit sketches of impacts to environmental features (if applicable).
- Mitigation plan or mitigation credit ledger to account for impacts to environmental features (if applicable).
- Hydrologic Determination Field Data Sheet (if applicable).
- Ecology Field Data Sheet (if applicable).
- Habitat Assessment Field Data Sheet (if applicable).
- Wetland Determination Data Form (if applicable).
- TRAM Decision Form (if applicable).
- Quad map showing any impact area and/or environmental features.
- Photographs of any new environmental features (if applicable).
- Marked-up plan sheets showing features from the Environmental Boundaries Report (if applicable).
- A copy of all coordination correspondence between the Department and the USFWS (if applicable).
- TDEC Division of Natural Areas endangered species database search (if applicable).
- A copy of all coordination correspondence between the Department and the TWRA (if applicable).
- Federal Emergency Management Agency (FEMA) flood map for the subject project with construction limits labeled.
- FEMA No-Rise Certification letter or Conditional Letter of Map Revision (CLOMR) (if applicable).
- A copy of approved Categorical Exclusion.
- A copy of any new State Historic Preservation Office (SHPO) letter due to proposed changes by the Design-Builder (architectural and archaeological).
- Mitigation plan/plans for all streams and wetlands changes proposed by the Design-Builder (if applicable).
- Half-size copy of any utility layout(s) plans that impact(s) environmental features (if applicable).
- An excel table listing the utility layout(s) impacts to environmental features (if applicable).

- Half-size set of plans showing all environmental features. The plans shall be highlighted according to the following guidelines:
 - New culvert construction (extensions included) shall be highlighted in orange on the proposed layout.
 - Existing culverts shall be highlighted in blue on the present layout (blue on the proposed layout if sections are remaining).
 - Stream inlet and outlet protection measures and channel detailed dimensions shall also be labeled on the plans and recorded in the impact table.
 - Streams/springs shall be highlighted in blue on the present and proposed layout.
 - Wetlands shall be highlighted on present layout (green for permanent impacts and yellow for temporary impacts).
 - Bank stabilization, outfall structures, and sinkholes shall be highlighted in pink on proposed layout.

Any temporary construction measures, including de-watering, construction access, haul roads, EPSC measures, temporary crossings, stream diversions, etc. required for the Design-Builder's design shall be addressed in the water quality permit application. The Design-Builder shall clearly indicate the location of and impacts from haul roads on jurisdictional areas. The Design-Builder shall identify all proposed borrow and waste sites and provide all clearance documentation per the Waste and Borrow Manual (May 15, 2017 edition: [Waste and Borrow Manual \(tn.gov\)](http://www.tn.gov)).

These details shall be included in the permit application data. Further, the Design-Builder shall describe the methods of construction of all structures.

4.1.3 NPDES Permit Specific Requirements

It shall be the responsibility of the Design-Builder to develop final EPSC sheets and the Storm Water Pollution Prevention Plan (SWPPP), and to obtain the NPDES CGP for the Project, if applicable.

The Design-Builder shall prepare a SWPPP, Documentation and Permits Binder, and a Notice of Intent (NOI) using the Department's most current format template to be approved by the Department prior to submittal of the NPDES CGP to TDEC. A copy of the SWPPP template used by the Department to develop SWPPPs and the Documentation and Permits Binder can be obtained from the Department's Environmental Division, Ecology and Permits Office: [NPDES Stormwater Permitting Program \(tn.gov\)](http://www.tn.gov)

The SWPPP template shall be used as a guide in preparation of the SWPPP, and the Design-Builder is responsible for complying with all requirements of the CGP.

The SWPPP shall include the EPSC plans for application of coverage under the CGP. The SWPPP and Notice of Intent (NOI) shall be submitted at least forty-five (45) business days prior to beginning construction activities. Once a Notice of Coverage (NOC) is received by the Design-Builder, the EPSC plans and SWPPP shall be kept current for all stages of construction. Any changes in scope subsequent to submitting the SWPPP for coverage under the CGP shall be submitted to both TDEC and the Department for their records.

If at any time, the Design-Builder is not in compliance with any applicable permit regulations, all noncompliance items must be addressed by the Design-Builder within 24 hours of such identification. The Department has the authority to suspend work until such time as the deficiencies have been corrected. The Design-Builder shall not be granted any cost compensation or time extension for any work suspension associated with non-compliance. Any monetary fees and/or fines associated with any violations shall be the

sole responsibly of the Design-Builder. In the event that a Notice of Violation (NOV) is issued by a regulatory agency, the response to the NOV shall be written by the Design-Builder and approved by the Department's Region 4 ETO prior to submittal to the agency.

The Design-Builder shall prepare EPSC plans detailing BMPs to prevent erosion, control sedimentation, and prevent the discharge of any pollutants from leaving the Department's ROW or easements, or from entering jurisdictional features or stormwater conveyances, and be transported to receiving waters during the construction of the Project. The Design-Builder shall identify all outfall locations on the EPSC plans with an appropriate numbering or lettering system. The Design-Builder shall revise the SWPPP and the EPSC plans as necessary based on actual construction activities throughout the duration of the Project. All SWPPP and EPSC revisions shall be documented. The Design-Builder shall certify that the individual who prepared and reviewed the EPSC plans and SWPPP is currently certified according to the CGP. The Design-Builder shall also certify that the BMPs are designed so that if properly implemented, installed, and maintained, they will manage erosion and prevent sedimentation to waters of the state or on adjacent property owners, as well as comply with the terms of the TDEC NPDES Construction General Permit.

The Design-Builder shall follow all of the Department's applicable design standards and guidelines when developing the EPSC plans and SWPPP for the subject project.

4.1.4 Inspections

The Design-Builder shall complete project site inspections of the erosion control measures, disturbed areas, areas used for storage of material, construction entrance/exit, and all outfalls. Following the inspection, a report shall be prepared and maintained with the SWPPP. The CGP requires the inspections to be performed at least twice a week, 72 hours or more apart. The inspector must document the findings of the inspection fully in the report and provide a copy to the site operator and the Design-Builder, document that the rain gauge has been read and rainfall recorded on a daily basis or that a reference site has been used to document rainfall. The inspector shall also document that all records are being completed and maintained per the TN CGP.

The inspector shall use photo documentation to clearly convey recommendations to the site operator and contractor. All photos shall be saved to document site conditions over time to support the inspection report findings when the site is audited by TDEC or other regulators.

The Design-Builder shall maintain a rain gauge on-site that measures up to 6-inches of rainfall. The rain gauge shall be located along the project site in an open area such that measurements will not be influenced by outside factors. Rainfall monitoring shall be initiated prior to clearing, grubbing, excavation, grading, cutting or filling. The rain gauge shall be read and emptied after every rainfall event occurring on the project site (at approximately the same time of day). The rainfall records shall be recorded and maintained with the SWPPP. Record data should include date of rain event, amount of rainfall and the approximate duration.

Inspectors performing the required twice weekly inspections must have one of the following: a valid certification from the "Fundamentals of Erosion Prevention and Sediment Control Level I" course, licensure as a professional engineer or landscape architect, Certified Professional in Erosion and Sediment Control (CPESC) certification, or successful completion of the "Level II Principles for Erosion Prevention and Sediment Control for Construction Sites" course. A copy of each inspector's certificate, license, or training record should be kept on site.

As outlined in the NPDES CGP, the Department will perform the monthly Environmental Quality Assurance Project Compliance Assessments (QA Inspections) on this Project, which will include any waste and borrow areas.

4.1.5 Water Quality Permits Specific Requirements

The Design-Builder assumes all responsibility as the Authorized Agent of the Department (Permittee) as indicated in the permit that relates to protection of the “Waters of the United States” and/or “Waters of the State of Tennessee” pursuant to the following:

- Sections 401 and 404 of the Federal Clean Water Act (33 U.S.C. §1344) and all implementing regulations, including without limitation, regulations of the U.S. Army Corps of Engineers governing permits for discharges of dredged or fill material into waters of the United States in 33 CFR Part 323;
- The Tennessee Water Quality Control Act (T.C.A. §69-3-101, et. seq.) and all implementing regulations, including without limitation the Rules of TDEC governing National Pollutant Discharge Elimination System (NPDES) permits in Chapter 1200-04-10, and Aquatic Resource Alteration Permits in Chapter 1200-04-07; Class V Injection Well Permits, for work in or near sinkholes;
- Section 26a of the Tennessee Valley Authority (TVA) Act of 1933 as amended (49 Stat 1079, 16 U. S. C. sec. 831y1.) and all implementing regulations, including without limitation the regulations of the Tennessee Valley Authority governing construction in the Tennessee River System in 18 CFR, Part 1304.

4.1.6 Permit Register

The Design-Builder shall administer a permit register and provide an updated permit register in every progress report. The permit register shall include an overview of all permits required of the Project. The permit register requires each permit to be indicated as follows:

- Name and address of the granting authority;
- Purpose of the permit;
- Reference to the document in which the permit conditions are defined;
- Status of permit;
- Date by which the authorization of the specific permit is anticipated;
- Permit conditions relevant for the Work;
- Date by which the permit is required (milestone);
- How the Design-Builder ensures that he shall comply with the permit requirements and conditions; and
- Validity and the expiry date (if any) of the permit.

4.2 Disposal Of Materials

All disposal activities shall be in accordance with the TDOT Waste and Borrow Manual (May 15, 2017 edition) located at: [Waste and Borrow Manual \(tn.gov\)](http://www.tn.gov).

Borrow and waste disposal areas shall be located in non-wetland areas and above the 100-year Federal Emergency Management Agency floodplain. Borrow and waste disposal areas shall not affect any Waters of the State/U.S. unless these areas are specifically covered by an ARAP, § 404, and/or NPDES permit, obtained solely by the Design-Builder

4.3 Erosion Prevention and Sediment Control (EPSC)

All EPSC designs and implementation shall be the responsibility of the Design-Builder.

Permanent stabilization shall be placed at locations to prevent damage to adjacent facilities and property due to erosion on all newly graded cut and fill slopes that have permanently ceased.

- Pre-construction vegetative ground cover shall not be destroyed, removed, or disturbed (i.e., clearing and grubbing initiated) more than 14 calendar days prior to grading or earth moving activities, unless the area is mulched, seeded with mulch, or other temporary cover is applied.
- Clearing, grubbing, and other disturbances to riparian vegetation shall be limited to the minimum necessary for slope construction and equipment operations. Existing vegetation, including stream and wetland buffers (unless permitted), should be preserved to the maximum extent possible. Unnecessary vegetation removal is prohibited.

Temporary stabilization shall be initiated within 14 calendar days when construction activities on a portion of the site are temporarily ceased, and earth disturbing activities shall not resume until after 14 calendar days. Permanent stabilization measures in disturbed areas shall be initiated within 14 calendar days after final grading of any phase of construction.

Steep slopes shall be temporarily stabilized not later than 7 calendar days after construction activity on the slope has temporarily or permanently ceased. For this project, steep slopes shall be defined as natural or created slopes of greater than 3H:1V, regardless of height.

Permanent stabilization shall replace temporary measures as soon as practicable. Priority shall be given to finishing operations and permanent EPSC measures over temporary EPSC measures.

Inspection, repair, and maintenance of EPSC structures shall be performed on a regular basis and sediment shall be removed from sediment control structures when the design capacity has been reduced by fifty percent (50%). During sediment removal, the Design-Builder shall take care to ensure that structural components of EPSC structures are not damaged and thus made ineffective. If damage does occur, the Design-Builder shall repair the structures at their own expense.

EPSC controls shall be inspected according to permit requirements to verify measures have been installed and maintained in accordance with TDOT standard drawings, specifications, and good engineering practices. EPSC inspections shall be documented on the TDOT EPSC inspection report, and a copy of each inspection report shall be provided to the Department.

Sediment removed from sediment control structures shall be placed and be treated in a manner so the sediment is contained within the Project limits and does not migrate onto adjacent properties or into Waters of the State/United States.

The Design-Builder shall establish and maintain a comprehensive and proactive method to inspect and prevent the off-site migration or deposit of sediment off the Project limits (i.e., ROW, easements, etc.), into Waters of the State/United States, or onto roadways used by the general public. If sediment escapes the construction site, off-site accumulations of sediment which have not reached a stream must be removed at a frequency sufficient to minimize off-site impacts (e.g., fugitive sediment that has escaped the construction site and has collected in a street must be removed so that it is not subsequently washed into storm sewers and streams by the next rain and/or so it does not pose a safety hazard to users of public streets). Arrangements concerning removal of sediment on adjoining property must be settled with the adjoining property owner before removal of sediment.

Upon conclusion of the inspections, EPSC measures found to be ineffective shall be repaired, replaced, or modified before the next rain event, if possible, but in no case more than 24 hours after the inspection or when the condition is identified. If the repair, replacement, or modification is not practical within the 24-hour timeframe, written documentation shall be provided in the field diary and EPSC inspection report. An estimated repair, replacement, or modification schedule shall be documented within 24-hours of identification. All costs associated with modifications made to these measures shall be the responsibility of the Design-Builder and all modifications shall be concurred with by the Department.

Temporary EPSC measures may be removed at the beginning of the workday but must be replaced at the end of the workday or before/during a precipitation event.

Delaying planting of cover vegetation until winter months or dry months shall be avoided.

Offsite vehicle tracking of sediments and the generation of dust shall be minimized. A stabilized construction access (a point of entrance/exit to the construction project) shall be provided to reduce the tracking of mud and dirt onto public roads by construction vehicles.

The Design-Builder shall have a plan in place for dust control. The dust control plan shall be developed prior to the start of any construction activities and shall be submitted to the Department for approval.

The EPSC plan shall be updated by the Design-Builder whenever EPSC inspections indicate, or where State or Federal officials determine EPSC measures are proving ineffective in eliminating or significantly minimizing pollutant sources or are otherwise not achieving the general objectives of controlling pollutants in storm water discharges associated with the construction activity.

The accepted EPSC plan shall require that EPSC measures be in place before clearing, grubbing, excavation, grading, culvert or bridge construction, cutting, filling, or any other earthwork occurs, except as such work may be necessary to install EPSC measures.

EPSC measures shall be installed and functional prior to any earth moving operations and shall be maintained throughout the construction period except as such work may be necessary to install EPSC measures.

The Design-Builder shall establish and maintain a proactive method to prevent litter and construction wastes from entering Waters of the State/United States. These materials shall be removed from stormwater exposure prior to anticipated storm events, before being carried offsite by wind, or as otherwise needed to prevent these materials from becoming a pollutant source for stormwater discharges. After use, materials used for EPSC shall be removed from the site by the Design-Builder.

4.4 Department Inspections

The Department will review and monitor the Project (Quality Assurance Inspections), including all waste and borrow areas, to ensure compliance with all applicable environmental regulations and stormwater management activities throughout the duration of the Project.

If at any time, the Design-Builder is not in compliance with any applicable permit regulations, all noncompliance items shall be addressed by the Design-Builder within 24 hours of such identification. The Department has the authority to suspend work until such time as the deficiencies have been corrected.

The Design-Builder shall not be granted any cost compensation or time extensions for any work suspensions associated with non-compliance. Any monetary fees and/or fines associated with any violations, as assessed by regulatory agencies, shall be the responsibility of the Design-Builder.

5 STRUCTURES REQUIREMENTS

The intent of the project is not to perform any structural repairs to the bridges, or overhead sign structures within the project limits except as noted below. The Design-Builder shall design and construct the work to adhere to the latest editions of the TDOT Specifications, Standard Structures Drawings in effect 30 days prior to the Proposal due date.

5.1 Bridge Deck Repair

The intent of this project is only removal of the existing asphalt surface on the I-40 approach slabs and bridges within the project limits, repair, clean, seal all bridge joints, clean all deck drains of debris and replace with a proposed asphalt riding surface. Currently the condition of the existing concrete decks and concrete approach slabs under the existing asphalt surface is unknown. The Department understands approach and deck slab repairs may be identified once the existing asphalt layer is removed.

For this contract the Design-Builder shall be responsible for the first 5,500 Square Yards of identified partial depth deck repairs and agreed upon by TDOT. Partial depth deck repairs identified by the Design-Builder above 5,500 Square Yards will be the responsibility of the Department.

If required and agreed upon by TDOT, the Design Builder shall be responsible for any identified joint repairs necessary for installing the proposed asphalt layer over the bridge deck.

Based on current bridge inspection reports, no full depth deck repairs are anticipated for any of the bridges. Current bridge inspection reports are available on the Department's website (tdot.tn.gov/Applications/Documents?pathName=%5CConstruction%5CDesign_Build%5CDB2501%5CBridge%5CInspections).

If full depth repairs are identified, the Design-Builder shall collect and provide field data, and prepare a repair plan and submit to the Department for review and approval. Once the needed full depth repairs are reviewed and approved by the Department, the Design-Builder shall develop a change order for TDOT's review and final approval

6 GEOTECHNICAL REQUIREMENTS

The Design-Builder shall be required to perform a design level geotechnical investigation to validate and augment the geotechnical information included in this RFP. Limited pavement cores of existing shoulders throughout the Project were collected. The intent of these cores is for determination of existing shoulder pavement design for Maintenance of Traffic uses. The Design-Builder shall verify the Pavement cores before utilizing it in the design of the project. For guidance in determining the requirements of the geotechnical exploration please refer to the current TDOT Geotechnical Manual located on the Geotechnical Engineering Sections webpage on the Department's website. ([https://www.tn.gov/Geotechnical Operations](https://www.tn.gov/Geotechnical%20Operations)) It shall be the Design-Builder's responsibility to determine the amount and level of the geotechnical investigations to cover geological risks associated with this Project. The Design-Builder is allowed to perform a design level geotechnical investigation during the RFP procurement phase. Any required lane, shoulder and/or ramp closures must be concurred with a minimum of seven (7) days in advance by the Department.

The Design-Builder shall collect appropriate field data and samples for geotechnical evaluation of embankments, subgrade, soil and rock cuts, culverts, bridge and retaining wall structures, storm water management structures and ponds, minor structures, including drainage pipes, and any other earth supported structures or elements of highway design and construction relevant to the Project. Refer to

Section 2: Geotechnical Projects with Roadway Design Components of the current TDOT Geotechnical Manual.

The Design-Builder shall provide geotechnical report, design and construction summaries that contain pertinent subsurface investigations, test, and engineering evaluations.

7 CONSTRUCTION REQUIREMENTS

The Design-Builder shall meet the requirements of the Department's Standard Specifications for Road and Bridge Construction (January 1, 2021 Edition), supplemental specifications, contractual Special Provisions, the Manual on Uniform Traffic Control Devices (MUTCD), and regulations of the Tennessee Occupational Safety and Health Administration (TOSHA).

The Design-Builder shall ensure that all applicable "General and Special Notes" found in Section VI of the current edition of the State of Tennessee Department of Transportation Design Division Roadway Design Guidelines are adhered to during construction.

Reference Special Provision 108B, Project Completion Time and Liquidated Damages, as included in Contract Book 2 (Design- Build Contract).

7.1 Construction Services

The Design-Builder shall supervise and administer all construction activities in accordance with Contract requirements.

The Design-Builder shall perform all other construction work required to complete the Project in conformance with all Contract requirements, including Legal Requirements.

The Design-Builder shall comply with all applicable laws.

The Design-Builder shall keep the work location and its vicinity free from accumulation of waste materials and rubbish caused by the Design-Builder's operations.

Any area that is disturbed outside limits of construction during the life of this Project shall be repaired by the Design-Builder at its expense. All repaired areas shall be inspected and be deemed satisfactory by the Department.

The Design-Builder shall coordinate its work with other contractors working on or near the Project.

The Design-Builder shall consider the schedule of other contractors when developing his schedule to maintain continuity of work and compliance with the Project schedule.

7.2 Acceptance of Materials

All materials utilized in this project shall meet the requirements set forth in the contract, plans, and specifications. Materials incorporated into the project must have certifications, test reports, and/or acceptance testing as specified in the Department's Quality Assurance Program for the Sampling and Testing of Materials and Products (SOP 1-1) (<https://www.tn.gov/tdot/materials-and-tests/standardoperating-procedures.html>). The Design-Builder shall communicate what materials will be utilized in the project, along with estimated quantities, in sufficient time that adequate samples and/or acceptance testing can be performed by TDOT representatives. The Design-Builder shall provide the Department an estimated quantities list using the Department's pay item list for each lump sum item so that the Department may determine the number(s) and type(s) of testing required.

The Design-Builder is responsible for determining all means and methods of construction for the Project. However, this does not relieve the Design-Builder of the responsibility to protect the public, environment, and private property.

7.3 Maintenance During Construction

The Design-Builder shall prepare a maintenance plan for Department Review and Approval which meets the requirements herein.

The Design-Builder is responsible for the maintenance of the Project in accordance with the approved maintenance plan until Project completion and acceptance by the Department.

7.3.1 General Requirements

The Design-Builder shall maintain the Project from the date of the Design-Builder's Notice to Proceed from the Department until Project completion and acceptance by the Department, in a manner which provides a safe and reliable transportation system.

The Design-Builder shall be fully responsible for maintenance as required by the Department's Standard Specifications for Road and Bridge Construction, January 2021 edition, Section 104.05 – Maintenance During Construction. The Design-Builder shall be responsible for all components of the transportation system within construction limits within the ROW to include, but not limited to, asphalt roadway, signing, concrete to cover the loop ramps and other concrete pavement adjacent to the project, roadway illumination, drainage structures, bridges and cable wire barrier fence and guardrail until final acceptance of the Project by the Department.

7.3.2 ROW Mowing and Litter Removal

The Design-Builder shall perform ROW mowing and litter Removal service to provide a consistent vegetation height and a clean non-littered appearance from the date of the Design-Builder's Notice to Proceed from the Department until Project completion and acceptance by the Department. See Special Provision 806 regarding contract mowing and Special Provision 719A regarding removal and disposal of litter.

It shall be the Design-Builder's responsibility to mow and pick up litter on the full ROW. Annually, there will be a minimum of four (4) mowing and five (5) litter cycles. The Department shall direct the Design-Builder with the exact dates for the annual mowing and litter cycles.

7.3.3 Acceptance of the Project

Upon Acceptance of the Project, the Department will assume responsibility for the operation and maintenance of the entire Project. Nothing contained herein shall otherwise limit any warranty obligations of the Design-Builder with respect to any defect or non-conforming Work.

8 Traffic Control / Pavement Marking Scope of Work

All primary and ramp construction shall be phased in accordance with Special Provision 108B. Access to all side roads, business entrances, and driveways shall be maintained during construction unless specified elsewhere in this Contract.

Definitions

- **Road Closure:** Complete removal of traffic from a section of roadway using a signed detour route.
- **Lane Closure:** Reduction in the current number of lanes provided to traffic

- **Rolling Road Block:** Temporarily delaying traffic for a limited amount of time without stopping traffic or providing a detour.

8.1 General Requirements

The Design-Builder shall develop a Transportation Management Plan, including a Traffic Control System, that addresses major aspects of the work for individual construction areas, phases and stages, including temporary traffic control, transportation and information strategies. The Transportation Management Plan shall be in accordance with:

- TDOT Standard Specifications for Road and Bridge Construction, January 2021 edition,
- TDOT Standard Drawings,
- TDOT Standard Traffic Operations Drawings
- TDOT Traffic Design Manual
- TDOT Design Guidelines
- TDOT Work Zone Safety and Mobility Manual
- ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features (Current Edition)
- latest edition of the Manual of Uniform Traffic Control Devices.
- Use traffic control materials from the Department's Qualified Products List (QPL):<https://www.tn.gov/tdot/materials-and-tests/research---product-evaluation-and-qualified-productslist.html>.
- The Design-Builder shall ensure drainage spread across all traffic lanes does not exceed allowable spread. Design-Builder shall provide drainage/spread calculations for all phases of traffic control phasing.
- The Transportation Management Plan shall describe in detail all accommodations for traffic access and flow during all stages of construction for the life of the Project. The plan shall include the following:
 - Detailed proposed sequencing plan that includes each step of the Project, including all major traffic shifts or changes, minor shifts or changes, closures, and alternate traffic patterns.
 - Overall goals of the sequencing plan and how the plan aligns with the Project Critical Path.
 - Plans for providing queue protection during operations requiring temporary lane closures, temporary road closures, rolling roadblocks, traffic pacing, and setting up or removing long-term lane shifts.
 - Conceptual construction staging diagrams (scale: 1 inch = 200 feet), including lane configuration and traffic management of the Interstate, State Routes, and local streets during the different stages of construction. Staging areas within the project limits shall be approved by the Department.
 - Narrative description of how Design-Builder shall schedule and sequence the construction to minimize impacts on the environment, communities and traveling public while still providing acceptable construction performance.
 - Brief description of the laydown, recycling, staging, disposal areas, waste and borrow pits, and maintenance locations to be used during construction.

- Description of how the ROW and adjacent roads and properties will be maintained and protected, including the intended measures to be used to mitigate and minimize noise, vibration, light, dust, erosion/run-off, and local road damage.

8.2 Temporary Lane Closures

No full road closures will be allowed during construction and access through the Project must be maintained at all times. All temporary lane closures must be approved seven (7) days in advance. The Design-Builder must maintain a minimum travel lane width during construction will be 11' throughout the duration of the project. A minimum of 2 lanes in each direction must be maintained as defined in SP108B. Ingress/egress shall be provided for all direct connectors/ramps within the project limits. The Design-Builder may propose an ATCs to maintain minimum lane width.

All lane closures shall be in accordance with SP108B.

8.3 Temporary Markings

Temporary markings shall adhere to guidance outlined in Section IV of current edition of the Department's Design Division Roadway Design Guidelines for pavement markings.

8.4 Temporary Signage

All temporary signage shall be in accordance with the current edition of TDOT Standard Specifications for Road and Bridge Construction (January 2021 edition), supplemental specifications, TDOT Standard Drawings, TDOT

Standard Traffic Operations Drawings, TDOT Traffic Design Manual, TDOT Design Guidelines, TDOT Work Zone Safety and Mobility Manual, and the latest edition of the Manual of Uniform Traffic Control Devices.

8.5 Changeable Message Signs

Changeable message signs shall be used in advance of changed roadway conditions such as lane closures, road closures, or lane shifts. The locations of these changeable message signs shall be reviewed by the Department prior to implementation. Portable changeable message signs should be used as a supplement to and not as a substitute for conventional signs and pavement markings. Portable changeable message sign trailers should be delineated on a permanent basis by affixing retroreflective material, known as conspicuity material, in a continuous line on the face of the trailer as seen by oncoming road users.

8.6 Detour and Construction Signage

All construction signing shall be in strict accordance with the current edition of the MUTCD. No detours will be allowed during construction unless agreed upon by the department

8.7 Construction Work Zone

Traffic control devices shall not be displayed or erected unless related conditions are present necessitating warning.

8.8 Pavement Edge Drop-Off Traffic Control

See Chapter 9, Section 5, of the TDOT Roadway Design Guidelines.

8.9 Submittals

The Design-Builder shall be responsible for preparation of final signed and sealed construction plans used to construct the proposed improvements. They shall be prepared in accordance with TDOT's Design Guidelines and the previous design standards referenced in this section.

The Design-Builder shall submit all required management plans for Department review and approval.

All ATCs shall be submitted according to the requirements in Section 2.2 of **RFP Book 1 (ITP)**.

Attachment 1

Enter name of the attachment