



**STATE OF TENNESSEE  
DEPARTMENT OF TRANSPORTATION**

**ALTERNATIVE DELIVERY DIVISION**

REGION 2  
7512 VOLKSWAGEN DR  
CHATTANOOGA, TENNESSEE 37421

**WILL REID**  
COMMISSIONER OF  
TRANSPORTATION

**BILL LEE**  
GOVERNOR

**February 17, 2026**

**Re: Addendum No. 1  
Contract No. DB2503  
County: Marion**

To the Proposers:

This Addendum No. 1 revises the final RFP sections as detailed below. Attached are the revised sheets.

- Revised Book 1 (ITP) to include a minor clarification to a past event in the procurement schedule, to define the assumed notice to proceed (NTP) start date for the Proposer's CPM Schedule, and to increase the value of the B portion of the price proposal in response to a Proposer question.
- Revised Book 2 to include minor changes to SP108B to match the revised B portion in Book 1 and to incorporate the most recent fuel and bituminous index information for SP109A and SP109B.
- Revised Book 3 to include revisions to:
  - Section 1.3: Added references to the additional Reference Documents.
  - Section 3.2 and Attachment B: Clarified certain roadway design criteria based on Proposer questions.
  - Section 3.5.2: Added reference to the recent Department inspection of the existing 8-foot by 5-foot box culvert and 60-inch pipe under I-24 westbound. Added existing condition inspection results and requirements related to potential impacts to these two features to answer Proposer questions.
  - Table 4: Reduced the number of months for the overall ROW acquisition process to answer a Proposer question.
  - General: Revised section references throughout, including deletion of Section 8.3.8, which is not applicable to this Project.

The Proposer must acknowledge this addendum as indicated in Section 3.2.3 of Book 1 by acknowledging the addendum on Form C. The native files for the RFP forms (including Form C) are included on the Project website.

Sincerely,

Chanel Hippix  
TDOT Project Manager  
Alternative Delivery – Region 2



# TENNESSEE DEPARTMENT OF TRANSPORTATION

## Design-Build RFP

### Book 1 Instructions to Proposer (ITP)

#### I-24 Shellmound Bridges

Marion County, Tennessee

Project Identification Number (PIN): **130900.00 and 130902.00**

State Project Number: **58100-1186-04 and 58100-1187-04**

Contract# **DB2503**

Final RFP: January 2026

Addendum No. 1: February 2026

3. Establish a close working relationship between TDOT and the Design-Builder to facilitate open communication, mitigate Project risks, and drive timely decision-making.
4. Optimize design through innovation and constructability that eliminates ROW and utility impacts (specifically for any proposed Shellmound over I-24 Eastbound improvements).

### 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
TDOT issues RFP (Industry Review Draft)	December 2025
Mandatory Pre-Proposal Meeting	December 10, 2025 2:00 PM EST
Proposer's Deadline for submittal of initial Form QR on the RFP and request for Confidential (One-on-One) Meetings	December 19, 2025 1:00 PM EST
Confidential (One-on-One) Meetings	January 9, 2026
TDOT issues Final RFP	January 15, 2026
Proposer's deadline for submittal of Form QR regarding specific questions for utility owners <sup>1</sup>	January 20, 2025 1:00 PM EST
Proposer's final deadline for submittal of Form QR, requests for QPL determination, <del>organizational or Key Personnel changes, SOQ conflicts of interests update,</del> and/or alternate technical concepts (ATCs)	February 5, 2026 1:00 PM EST
TDOT's last response on Form QR, requests for QPL determination, organizational changes, SOQ resubmittals, and/or alternate technical concepts (ATCs) determination	February <del>18</del> <sup>20</sup> , 2026
TDOT's issuance of last addendum	
Proposer's Technical Proposal and Price Proposal Due Date	March 20, 2026 1:00 PM EST
Public Price Proposal opening	April 2026
Notice of Best Evaluated Design-Builder	April/May 2026
Anticipated award of design-build contract (or rejection of all Proposal)	April 2026
Anticipated issuance of initial notice to proceed <sup>2</sup>	May <del>15</del> , 2026

<sup>1</sup> When submitting questions on Form QR for the utility owners, the Proposer should specify the applicable utility owner in each question so that TDOT may direct these questions appropriately.

<sup>2</sup> Proposer shall use the assumed issuance date as the Project start date for its Proposal CPM schedule.

### 1.4 General Design-Builder Project Obligations

If awarded and in accordance with Contract Book 3, the Design-Builder's obligations generally include the following, all of which are more specifically described in the Contract Documents.

Where, A = Contract Amount

B = The amount of one calendar day to be \$2,5004,000.00 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 one thousand three hundred and twenty (1,320) calendar days or be less than six hundred (600) 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.

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



TENNESSEE DEPARTMENT OF TRANSPORTATION

**Design-Build**  
**Book 2 Contract**

**I-24 Shellmound Bridges**

Marion County, Tennessee

DB Contract# **DB2503**

**Final RFP: January 2026**

**Addendum #1: February 2026**

## APPENDIX B

### SPECIAL PROVISIONS

The following table incorporates the Special Provisions by reference for bidding and Project design and construction purposes. These Special Provisions may be obtained from the Department’s website at:

<https://www.tn.gov/tdot/tdot-construction-division/transportation-construction-division-resources/construction-special-provisions.html>

Except for the Special Provisions included after the table, the date of the Department’s last RFP addendum shall establish the “revision date” for each of the following Special Provisions.

Title	SP#
Unbalanced Bids	102B
Employing and Contracting with Illegal Immigrants	102I
Specifications for Road and Bridge Construction	102LC
Prohibition of Certain Telecommunications & Video Surveillance Services or Equipment	106B
Environmental Permits	107FP
Lane Closures and Project Completion Liquidated Damages	108B
Payment Adjustment for Fuel	109A
Price Adjustment for Bituminous Material	109B
<del>Electronic Ticket Delivery System for Aggregate</del>	<del>409ETAG</del>
Electronic Ticket Delivery System for Asphalt	109ETAS
<del>Electronic Ticket Delivery System for Concrete</del>	<del>409ETG</del>
<del>Drilled Caissons</del>	<del>204DG</del>
Bituminous Plant Mix Rdwy Density	407DEN
Asphalt Concrete Surface (Hot Mix)	411B
Retaining Walls	624
Drilled Shaft Specifications	625
Truck-Mounted and Trailer-Mounted Attenuators	712TMA

Title	SP#
Traffic Queue Protection	712PTQ
Speed Feedback Sign Assembly	712SFS
<del>Removal and Disposal of Litter</del>	<del>719A</del>
Utility Specifications	790
<del>Right-of-Way Mowing</del>	<del>806</del>
Equal Employment Opportunity	1230
Debarment, Suspension, etc.	1275
Labor (State Projects Only)	1280
Non-Discrimination in Employment	1290
State Wage Rates	AA-ST RATES

**SPECIAL PROVISION**  
**REGARDING**  
**PAYMENT ADJUSTMENT FOR FUEL**

This special provision covers the method of payment adjustment for fuel price increases or decreases. Payment adjustments will be made in monthly increments based on the estimated fuel consumed on major items of work, the estimated price per gallon of fuel at the time of letting, and the percentage change of the Producer Price Index for Light fuel oils, Series ID Number WPU0573, published by the U.S. Department of Labor, Bureau of Labor Statistics.

The estimated price per gallon of fuel for this contract is \$ 2.47 .

The January 2026 Price Index (Ib) for light fuel oils shall be used for this contract. Adjustments will be based on the price index in effect for the month in which the item was installed.

Fuel consumption for payment adjustment shall be based on the following:

Item Number	Description of Work	Gallons	Unit of measure
		per unit	
203	Any Road and Drainage Excavation	0.25	Cubic Yard
203	Any Borrow Excavation (Rock)	0.36	Cubic Yard
203	Any Borrow Excavation (Other than Solid Rock)	0.25	Cubic Yard
203	Any Borrow Excavation (Rock)	0.16	Ton
203	Any Borrow Excavation (Other than Solid Rock)	0.11	Ton
203-05	Undercutting	0.25	Cubic Yard
203	Any Embankment (in-place)	0.25	Cubic Yard
303, 309, 312	Any Aggregate Base	0.79	Ton
313, 501	Treated Permeable Base or Lean Concrete Base	0.10	Square Yard
307	Any Bituminous Plant Mix Base (HM)	2.98	Ton
411	Any Bituminous Concrete Surface (HM)	2.98	Ton
501	Any Portland Cement Concrete Pavement		
	≤ 10 in. thickness	0.25	Square Yard
	> 10 in. thickness	0.30	Square Yard

**STATE**

**OF**

**TENNESSEE**

(Rev. 05-16-16)  
(Rev. 04-01-19)  
(Rev. 11-08-19)  
(Rev. 3-2-23)

January 1, 2021

**SPECIAL PROVISION**

**REGARDING**

**PAYMENT ADJUSTMENT FOR BITUMINOUS MATERIAL**

This Special Provision covers the method of payment adjustment for bituminous materials.

**100% Virgin Bituminous Material**

A payment adjustment will be made to compensate for increases and decreases of 5% or more in the contractor's bituminous material cost. The normal bid items in the contract covering the bituminous material shall not be changed. Payment adjustments (+/-) shall be paid under "Payment Adjustment for Bituminous Material" and calculated as described herein:

A "Basic Bituminous Material Index" will be established by the Tennessee Department of Transportation prior to the time the bids are opened. This "Basic Bituminous Material Index" is the average of the current quotations on P.G. 64-22 from suppliers furnishing asphalt cement to contractors in the State of Tennessee. These quotations are the cost per ton f.o.b. supplier's terminal.

The "Basic Bituminous Material Index" for this project is \$ 580.77 per ton.

The "Monthly Bituminous Material Index" is also established on the first day of each month by the same method. A payment adjustment shall be made provided the "Monthly Bituminous Material Index" varies 5% or more (+/-) from the "Basic Bituminous Material Index".

Where the price index varies 5% or more (+/-), the payment adjustment will be made as follows:

$$PA = [Ic - Ib] \times T$$

Where:

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly Bituminous Material Index
- T = Tons bituminous material for Adjustment Month

completed and open to traffic beyond what is approved, the sum of **\$1,000.00** per hour per lane shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

All lane closures and operations must be coordinated with other construction contracts in the area and additionally meet the requirements of Section 9.5 of Book 3.

The Project shall be completed in its entirety, except for the plant establishment and punch list (defined as a listing of instructions for correction of unsatisfactory work, in whole or in part, after an inspection by the Department prior to final acceptance and clean-up of laydown yards not requiring lane closures), on or before the Contract Completion Date.

For each calendar day after the Contract Completion Date, that all work specified in the Project is not complete, a sum of ~~\$2,500~~**4,000.00** per day shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. The liquidated damage deductions specified in Subsection 108.09 of the Standard Specifications, as amended, for failure to complete the Project on or before the Contract Completion Date, shall not apply to this Project.

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



# TENNESSEE DEPARTMENT OF TRANSPORTATION

## **Design-Build**

### **Book 3 Project Specific Information**

#### **I-24 Shellmound Bridges**

Marion County, Tennessee

Project Identification Number (PIN): **130900.00 and 130902.00**

State Project Number: **58100-1186-04 and 58100-1187-04**

DB Contract# **DB2503**

**Final RFP: January 2026**

**Addendum No. 1: February 2026**

responsible for the accuracy and completeness of all Design Documents and related Work performed under this Contract.

Unless otherwise noted as a Necessary Basic Configuration Change, the Design-Builder shall be fully liable and hold the Department harmless for any additional costs and all claims against the Department that may arise due to any Department errors or omissions to the Reference Documents or due to the errors, omissions, or negligence of the Design-Builder in performing the Work required by this Contract. As defined:

- A Necessary Basic Configuration Change is a change in the Basic Configuration that is necessary to meet the requirements of the Contract Documents as the result of an error in the Basic Configuration (with the understanding that a change shall be deemed “necessary” only if the error creates a problem in which Design-Builder is unable to meet the requirements of the Contract Documents without a material change in the Basic Configuration).
- Basic Configuration means the following elements defining the Project:
  - The control of access as set forth in the Base Technical Concept.
  - Roadway Design Criteria (defined in Attachment B) related to the Federal Highway Administration’s (FHWA’s) controlling criteria, and
  - The number of lanes as set forth in the Base Technical Concept subject to Section 3 and Attachment B.

The Department-provided Reference Documents include:

- Survey data files, including ORD files (datum adjusted)
- The NEPA Document(s)
- Environmental Boundary Report (EBR)
- Environmental Technical Study Area (ETSA)
- Base Technical Concept
  - The Base Technical Concepts are provided for information only; the scope of the Project listed in the Contract Documents takes precedence.
  - The .dgn files will be sent to the Design-Builder upon receipt of an executed CAD Disclaimer form (provided on the Project website) to the TDOT point of contact listed in Section 1.5 of Book 1 (Instructions to Proposers).
- Bridge Concept Reports
- [Existing I-24 Roadway Plans](#)
- Existing Bridge Plans and Inspection Reports
- [Existing Box Culvert and Pipe video and photographs](#)
- [Box Culvert Standard Drawing](#)
- Utilities Early Notification Letters
- Geotechnical Boring Data

The Design-Builder shall establish datum adjusted survey control tied to the Tennessee Geodetic Reference Network (TGRN) in accordance with Section 2.1 of the TDOT Survey Manual. The existing coordinates,

- Shoulder widths along I-24 shall be a minimum of 12 feet total, 10 feet paved (see TDOT Typical Sections Standard Drawing(s) RD18-TS-7). Any shoulder used to carry traffic during construction shall be constructed to the full depth pavement section equivalent to the adjacent proposed travel lane pavement section.
- If needed, all driveway and intersection connections to Shellmound Road shall meet minimum intersection sight distance requirements.

II) For **PIN 130902.00** the Design-Builder shall design and construct the Project so that the:

- Proposed horizontal and vertical alignments of Shellmound Road shall meet or exceed a 30-mph design speed for a Rural Minor Collector Roadway and rolling terrain for a 2-lane facility.
- Traffic lanes along Shellmound Road shall be a minimum of 11 feet wide (see TDOT Typical Sections Standard Drawing(s) RD18-TS-3A).
- The minimum clear zone along Shellmound Road shall be 14 to 16 feet for cut slopes and 14 to 16 feet for fill slopes at 6:1 slope. Any slopes steeper than 6:1 shall meet the clear zone criteria listed in TDOT Standard Drawing S-CZ-1.
- All driveway and intersection connections to Shellmound Road shall meet minimum intersection sight distance requirements.
- Shoulder widths along Shellmound Road shall be a minimum of 6 feet total, 4 feet paved.

Any interstate work within the respective Project Limits shall adhere to criteria listed in Section I above.

The Design-Builder shall be responsible for preparation of final signed and sealed construction plans to construct the Project, including:

- Prepare the plans in accordance with *TDOT Roadway Design Guidelines – PDN* and the previous design standards referenced in this section.
- Identify the need for any special roadway design details (i.e., any special drainage structures, special ditches, rock embankment, retaining walls, concrete barrier designs, etc.) and provide special design drawings to the Department for Review and Comment.
- Ensure that all applicable “General and Special Notes” found in Section IX of the current edition of the *TDOT Roadway Design Guidelines – PDN* and Instructional Bulletins (IBs) are included in the Design Documents and are adhered to during construction.

The Design-Builder shall design the geometric configurations of all roadway components to provide adequate drainage and prevent hydroplaning (when complete). Design-Builder shall design and construct all cross slopes in accordance with the requirements of the roadway typical section (see Attachment B). The Design-Builder shall provide hydraulic calculations (including spread calculations) to the Department.

### 3.3 Waivers and Exceptions

No design waivers or exceptions will be allowed without the Department’s approval.

The Design-Builder shall video inspect and verify that existing drainage systems to remain are clean, operable, and structurally adequate. Any repairs, replacements, debris removal, and/or deficiencies shall be corrected by the Design-Builder. The most current information available to the Department for the existing drainage systems for the Project include survey information provided in the Reference Documents. (Note: The Design-Builder shall verify all existing survey information provided by the Department-). Additionally, the Department has provided video and photographs (as Reference Documents) to document the condition of the existing 8-foot by 5-foot box culvert under I-24 westbound and the existing 60-inch pipe under I-24 westbound.

Drainage pipes meeting any of the following conditions shall **not** be considered structurally adequate and shall require replacement as part of the construction Work:

- **Concrete pipe:** Transverse cracks that are open greater than 1/8" with efflorescence and/or rust staining; spalling at numerous locations; extensive cracking; full or partial pipe collapse, or joints with more than a 1" gap between them.
- **Corrugated metal pipe:** Extensive heavy rust; deep pitting throughout the invert; distorted pipe with span dimensions up to 15% greater than design; full or partially collapsed pipe.
- **Plastic pipe:** Wall crushing; pipe deflection more than 15% from original shape, splitting of the pipe.

The Design-Builder shall analyze existing storm drainage systems to remain, culverts (boxes and cross pipes), and open channels within the Project Limits that are impacted by the Design Documents. The Design-Builder shall replace or supplement any pipes or culverts that are deemed hydraulically or structurally deficient in the existing condition or as a result of this Project.

Of note, both the existing 8-foot by 5-foot box culvert under I-24 westbound and existing 60-inch pipe under I-24 westbound are structurally and hydraulically sufficient in the existing condition. However, if the Design-Builder adds fill beyond what is in the existing condition over the box culvert or pipe, the Design-Builder shall verify the structural capacity, geotechnical performance, and hydraulic performance of the box culvert, pipe, and appurtenant features. As needed, the Design-Builder shall be responsible for the cost and time for any additional design Work, construction Work, and materials (e.g., thicker walls or slabs, extended wingwalls, revised reinforcement, settlement control, replacement of the infrastructure in part or in whole, or revised drainage/erosion control details) needed to ensure that the box culvert, pipe, and appurtenant features are structurally and hydraulically sufficient in the built condition.

The Design-Builder shall replace damaged, destroyed, missing, or permanently attached castings on existing drainage structures. This shall include any structure located within the proposed roadway that is not already being modified or addressed within the proposed drainage Work or a structure which is within the resurfacing limits, which is not being affected by any proposed drainage Work.

### 3.6 Pavement Markings

The Design-Builder shall prepare pavement marking Plans as part of its Design Documents for Department Review and Comment. All pavement markings shall comply with TDOT standards and following requirements. In cases where TDOT standards do not address a specific condition, the Design Builder shall ensure compliance with the latest edition of the MUTCD. TDOT standards shall take precedence over MUTCD requirements whenever applicable.

- The design and installation of permanent pavement markings shall be done in accordance with the *Manual on Uniform Traffic Control Devices (MUTCD)*, *TDOT Roadway Design Guidelines – PDN*,

- Supporting TDOT in preparing the Form 2 in advance of making an offer
- Completing acquisitions (including offers and negotiations)
- Property management services
- Recording deeds and closing

The Design-Builder shall complete all of its ROW activities in accordance with Tennessee Uniform Relocation Assistance Act of 1972, the *TDOT Guidelines for Appraisers*, the *TDOT ROW Procedures Manual*, Section 6.1 of the DB Standard Guidance, and the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646, as amended by Public Law 100-17).

If an administrative settlement or condemnation is required for any related properties (see Section 6.1.2.4), the Design-Builder will notify the Department so that the Department may pursue the respective proceedings.

The Department will certify the availability of ROW, including for individual properties, for the Project prior to the ROW being available for the Design-Builder's use. In accordance with TCA 54-5-110 the Design-Builder shall cause its final ROW to be filed and recorded in the office of the Register of Deeds in the associated county. The Design-Builder shall furnish one update of each respective title report; the process of updating the title report shall be performed as part of closing.

Section 6.1 of the DB Standard Guidance provides additional requirements for each activity and the respective ROW NTPs that shall be accounted for in the CPM Schedule.

### **6.1.1 Pework Procedural and Qualification Requirements**

Prior to self-performing or subcontracting any of the above-listed ROW activities, the Design-Builder shall submit a ROW Acquisition Plan (and qualifications) to the Department for concurrence. The plan shall include all items listed in Section 6.1.1 and 6.1.2 of the DB Standard Guidance and shall detail the Design-Builder's steps and workflow required for certified title reports, appraisals, negotiations, acquisition, and parcel closings.

### **6.1.2 Condemnation Proceedings and Requirements**

The Design-Builder shall recommend tracts for condemnation. When the Design-Builder recommends a tract for condemnation, the request for condemnation must have the necessary supporting documentation attached to properly completed forms as indicated by the Regional ROW Office.

Property acquisition requiring condemnation shall be handled by the State Attorney General's Office. The Department has no control over the timeframe for the condemnation proceedings ~~in accordance with Section 6.2.6.~~ The Design-Builder shall anticipate time for condemnation proceedings. The Design-Builder is solely at risk for any delays for right-of-entry associated with condemnation proceedings.

The Design-Builder shall update the appraisal report(s) on any tract(s) involved in condemnation to "date of possession" when requested to do so by the Department. Appraisal updates shall be completed within sixty (60) days after the request is made in writing by the Department. All such updates shall be in compliance with standards set forth above. The "update" appraisal request may require the Design-Builder to consider and include minor plan revisions and changes in market conditions.

Upon request by the Department, the Design-Builder shall testify in any judicial or arbitration proceeding involving the determination of the value of the property, in support of the opinion of value of any and all of the property included in his/her appraisal report. Further, the Design-Builder agrees to attend, as requested by the Department, any pre-trial conferences, meetings, depositions, etc. related to such proceedings. The

Design-Builder shall be compensated for these litigation-related services in accordance with the Expert Valuation Witness Rates in effect at the time the service is rendered. The Expert Valuation Witness Rate Schedule may be adjusted periodically.

### 6.1.3 Payment Responsibilities

The Department will be responsible for the costs associated with the payment to property owners for negotiated settlements, administrative settlements, and relocation benefits. The Department is also responsible for the costs associated with the payment to be deposited with the court in condemnation cases. In addition, any payments agreed to by the property owner and the Attorney General's Office during the condemnation process either by settlement or through the courts including court costs and any mediation expenses is the responsibility of the Department. The Design-Builder shall be responsible for disbursement of these payments and providing indefeasible title to the Department. All payments shall be made in accordance with the policies and procedures established in the *TDOT ROW Procedures Manual*.

### 6.1.4 ROW Acquisition Timelines

Once the Final Definitive Design Plans (Final DD Plans) are accepted, the Design-Builder shall account for the following sequential durations (up to 2017 months) in its CPM Schedule to complete the ROW acquisition process for each impacted tract. The Design-Builder shall account for the various ROW NTPs detailed in Section 6.1 of the DB Standard Guidance before proceeding to the related steps in the process.

**Table 4: ROW Acquisition Timelines**

Activity	Estimated Timeframe	Responsible Party
Prepare ROW estimate (in parallel with the utility estimate)	5 weeks	Design-Builder/TDOT (as demarcated in Section 6.2.21)
Prepare the Preliminary Group Inspection (PGI) Report	10 weeks	TDOT
Stake the ROW and perform appraisals (including time for TDOT's appraisal reviews)	5 months	Design-Builder
Make offers to landowners	3 months	Design-Builder
Gain right-of-entry/possession (including time for condemnation if needed)	Up to 9.6 months	Design-Builder/TDOT (as demarcated in Section 6.2.21)

## 6.2 ROW Limitations

### 6.2.1 Access and Use

Physical construction shall not commence on any phase, segment, individual properties, or a group of properties until the Design-Builder receives a notice to proceed for construction Work from the Department on each phase, segment, individual properties, or a group of properties. The decision to advance a ROW segment to the construction stage shall not impair safety with respect to unacquired or occupied properties on the same or adjacent segments of ROW.

Definitive Design Plans may be phased or segmented within the final approved plans to allow ROW activities to be reasonably completed on individual properties or a group of properties, thereby allowing certification in a manner satisfactory to the Department for each phase or segment.

The Design-Builder shall provide adequate access to all occupied properties to ensure emergency and personal vehicle access. Utility service must be available to all occupied properties at all times prior to and

- In the event the Design-Builder performs any utility relocation work as part of an MIS relocation, the Design-Builder shall complete any necessary TEER reevaluations and obtain all applicable permits (including water quality and environmental permits) to complete the work.
- The Department will revise the Contract Documents (for added cost) to include any MIS work per Standard Specification 109.04.
- Certifying that in a written statement to the Department that the proposed relocation of utilities will not conflict with the proposed highway improvement or with another utility’s relocation plan.
- Supporting the Department in generating the relocation contracts and “put to work” letters with the impacted utility owners.
- After construction NTP, authorizing the utilities to begin work and continuing coordination efforts and record keeping (as detailed in Section 6.3 of the DB Standard Guidance) during the construction Work.
- Locate all final utility locations on the As-built Plans as described in the DB Standard Guidance.

The Design-Builder shall be responsible for identifying any utility conflicts/relocations from the utility construction plans.

## 7.2 Utility Coordination Timelines

Once the Final Definitive Design Plans (Final DD Plans) are accepted, the Design-Builder shall account for the following sequential durations in its CPM Schedule to complete the utility coordination process for each impacted utility at each bridge location.

**Table 6: Utility Timelines**

Activity	Estimated Timeframe	Responsible Party
Prepare utility estimate (in parallel with the ROW estimate)	5 weeks	Design-Builder/TDOT (as demarcated in Section 7.1.4)
Develop and distribute utility coordination plans	2 weeks	Design-Builder
Utility review (utility owner to prepare A-Date package)	Up to 165 calendar days	Utility Owner
Submit rainbows (from the A-Date Package) to the Department utilities and environmental division	2 weeks	Design-Builder
Generate and execute relocation contracts	6 weeks	TDOT
Send “put to work” letters	3 weeks	TDOT
Receive B-Date Package(s) (if an MIS) and complete its relocation work	Timing to be coordinated with the utility owner based on the A-Date Package	Utility Owner

## 7.3 Design and Construction Requirements

### 7.3.1 General

The Design-Builder shall make all reasonable efforts to design and construct the Project to avoid conflicts with utilities and minimize impacts where conflicts cannot be avoided.

The Design-Builder shall be familiar with and adhere to TDOT Rule Chapter 1680-06-01, Rules and Regulations for Accommodating Utilities within Highway Rights-of-Way; Tennessee Code Annotated, Title

54, Part 8, Relocation of Utilities (T.C.A. § 54-5-801 through § 54-5-856); 23 CFR Part 645 -- Utilities; and TDOT Policy 340-07, Utility Relocation from Public Highway Right-of-Way Under TCA § 54-5-804 (Chapter 86). *TDOT ROW Procedures Manual*, and Section 6 of the DB Standard Guidance.

The Design-Builder shall notify each individual utility owner of its intent/plan of operation in the area of the utilities. Prior to commencing any Work, the Design-Builder shall contact the utility owners and request the owners to properly locate their respective utility on the ground. This notification shall be given at least three (3) Business Days prior to commencement of operations around the utility in accordance with T.C.A. § 65-31-106.

The Design-Builder shall provide all necessary protective measures to safeguard existing utilities from damage during construction. In the event that special equipment is required to work over and around the utilities, the Design-Builder shall be required to furnish such equipment. The Design-Builder shall include the cost of protecting utilities from damage and furnishing special equipment in the Contract Amount.

The Design-Builder shall accommodate utility adjustments, emergency construction, new installation, and routine maintenance work by others that may be underway or take place during the progress of the Contract. No additional compensation or time shall be granted for any delays, inconveniences, or damage sustained by the Design-Builder or its Subcontractors due to interference from utilities or the operation of relocating utilities.

In the event the Design-Builder performs any utility relocation work, it is the Design-Builder's responsibility to obtain any and all property rights and applicable permits, including any environmental permits.

### **7.3.2 Design-Builder's Changes in Design**

For purposes of this Section 7, a change in design is the modification of the Design-Builder's Design Documents that:

- Require subsequent relocations, adjustments, removals, or alterations for any utility after acceptance of the Design-Builder's Final Definitive Design Plans (Final DD Plans), or
- Necessitate acquisition of a utility easement not included in the Department-provided property.

In any of these circumstances, the Design-Builder shall bear all cost and time for the Department's utility coordination and the utility owner's relocation efforts. If the Department agrees with the Design-Builder's alterations, the Design-Builder shall account for the utility coordination tasks and relocation activities from the utility owner (as listed in Section 7.2-1) in the CPM Schedule without any extension to the Contract Completion Date

approved by the TDOT Environmental Division – Environmental Engineering Office – Permits Unit prior to submittal to the agency.

### 8.3.7 Permit Register

The Design-Builder shall maintain a permit register and provide updates with 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 it will comply with the permit requirements and conditions, and
- Validity and the expiry date (if any) of the permit.

### ~~8.3.8 Permit Modification Due to Design-Builder Design Changes~~

~~If the Design-Builder's design substantially alters the Base Technical Concepts for Bridges 31 and 32 resulting in additional or altered impacts to the environmental features (e.g., significant increases or alteration of jurisdictional water resource impacts), the Design-Builder shall bear all cost and time to:~~

- ~~▪ Develop the modified permit application (and associated supporting design and documentation),~~
- ~~▪ Procure the modified water quality permit(s),~~
- ~~▪ Design and construct any required mitigation, and/or~~
- ~~▪ Acquire any mitigation credits needed to address the impacts from the Design-Builder's design.~~

~~If permit modifications are necessary for Bridges 31 and 32 (or for any other bridge location after the Design-Builder has submitted and obtained its original water quality permit), the Design-Builder shall contact the Department's Alternative Contracting Office for guidance. The Design-Builder shall follow Section 8.3.1.4 and Section 8.3.1.3 to prepare, apply, and obtain the modified water quality permits.~~

## Attachment B

### Roadway Design Criteria

#### I-24 Westbound Overpass at Shellmound Road (PIN 130900.00)

##### GENERAL INFORMATION

Roadway Identification	I-24 (Westbound)
Functional Classification	Rural Interstate
Design Vehicle	WB-67
Design Speed	70 MPH
<u>Stopping Sight Distance</u>	<u>730' for 70 mph</u>
Design Year	2046
Traffic Volume	32880
Level of Service	N/A
Access Control	Full Access Control
Design Units	English

##### TYPICAL SECTION

	See RD18-TS-7
Travel Lanes	
Number of Lanes	2
Lane Width	12 ft
Cross Slope	2% and 2.5%
Max Superelevation	8%
Shoulders	
Shoulder Width	10 ft (Paved) - 12 ft (Total)
Cross Slope	4%
Max Rollover	7%
Median	
Width	N/A
Slope	N/A
Side Slopes	
<u>Clear Zone Width (I-24)</u>	<u>30 – 34 ft (6:1)</u>
<u>Clear Zone Width** (Shellmound Rd.)</u>	<u>14 ft (6:1)</u> <u>14-16 ft (4:1)</u>
Slope Inside Clear Zone	
Slope Outside Clear Zone	

##### HORIZONTAL ALIGNMENT

Min Radius of Curve	1,810 ft
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##### VERTICAL ALIGNMENT

	See RD18-TS-7
Max Grade	
Ascending	4% (Rolling at 70 MPH)
Descending	4% (Rolling at 70 MPH)
Min Curvature (K)	
Sag Vertical Curve	181
Crest Vertical Curve	247

##### DRAINAGE

	Rational Method < 100 Acres
	TR-55 Method
Calculation of Q	100 Acres < D.A. < 128 Acres
	Rural Regression > 128 Acres
	Hydrologic Area 1
Cross Drains	
Flood Frequency	50 Year (100 Year Check)
Pipe Material	RCP
Minimum Freeboard	1 ft
Side Drains	
Flood Frequency	N/A
Pipe Material	N/A
Storm Drains	
Flood Frequency	N/A
Pipe Material	N/A
Pavement Spread	N/A
Minimum Pipe Size	18 in
Minimum Cover	12 in (Measured from the bottom of the subgrade to the top of the outside face of the pipe.)

##### INTERSECTIONS

Stopping Sight Distance	730' for 70 mph
Design Vehicle	WB-67

##### Footnotes:

\*\* Per Clear Zone Criteria, Standard Drawing S-CZ-1

## Roadway Design Criteria

### Shellmound Road at I-24 Eastbound (PIN 130902.00)

#### GENERAL INFORMATION

Roadway Identification	Shellmound Road
Functional Classification	Rural Minor Collector
Design Vehicle	WB-67
Design Speed	30 MPH
<u>Stopping Sight Distance</u>	<u>200 ft for 30 mph</u>
Design Year	2046
Traffic Volume	1,930 ADT (2046)
Access Control	Partial Access Control
Design Units	English

#### VERTICAL ALIGNMENT

See RD18-TS-3A	
Max Grade*	
Ascending	9% (Rolling at 30 mph)
Descending	9% (Rolling at 30 mph)
Min Curvature (K)*	
Sag Vertical Curve	37
Crest Vertical Curve	19

#### DRAINAGE

Rational Method < 100 Acres
TR-55 Method
100 Acres < D.A. < 128 Acres
Calculation of Q
Rural Regression > 128 Acres
Hydrologic Area 1

#### TYPICAL SECTION

See RD18-TS-3A	
Travel Lanes*	See RD18-TS-3A
Number of Lanes	2 (One Direction)
Lane Width	11 ft
Cross Slope	2% (Normal Crown)
Max Superelevation	8%
Shoulders*	
Shoulder Width	4 ft (Paved) - 6 ft (Total)
Cross Slope	4%
Max Rollover	7%
Median	
Width	N/A
Slope	N/A
Side Slopes*	Varies (2:1 to 6:1)
Clear Zone Width**	12-14 ft (6:1)      14-16 ft (4:1)
Slope Inside Clear Zone	N/A      N/A
Slope Outside Clear Zone	N/A

Cross Drains	
Flood Frequency	50 Year (100 Year Check)
Pipe Material	RCP
Minimum Freeboard	1 ft
Side Drains	
Flood Frequency	N/A
Pipe Material	N/A
Storm Drains	
Flood Frequency	N/A
Pipe Material	N/A
Pavement Spread	N/A
Minimum Pipe Size	18 in
Minimum Cover	12 in (Measured from the bottom of the subgrade to the top of the outside face of the pipe)

#### INTERSECTIONS

<u>Stopping Sight Distance</u>	<u>200 ft for 30 mph</u>
Design Vehicle	WB- <u>6267</u>

#### Footnotes:

\* Per Rural Local Road Design Standards for Collectors, 2-Lane Roads and Streets Standard Drawing RD18-TS-3A

\*\* Per Clear Zone Criteria, Standard Drawing S-CZ-1

## Roadway Design Criteria

### I-24 EB Underpass at Shellmound Road (PIN 130902.00)

#### GENERAL INFORMATION

Roadway Identification	I-24 (Eastbound)
Functional Classification	Rural Interstate
Design Vehicle	WB-67
Design Speed	70 MPH
<u>Stopping Sight Distance</u>	<u>730 ft for 70 mph</u>
Design Year	2046
Traffic Volume	Not Available
Access Control	Full Access Control
Design Units	English

#### VERTICAL ALIGNMENT

Max Grade*	See RD18-TS-7
Ascending	4% (Rolling Terrain at 70 mph)
Descending	4% (Rolling Terrain at 70 mph)
Min Curvature (K)*	
Sag Vertical Curve	181
Crest Vertical Curve	247

#### DRAINAGE

	Rational Method < 100 Acres
	TR-55 Method
	100 Acres < D.A. < 128 Acres
Calculation of Q	
	Rural Regression > 128 Acres
	Hydrologic Area 1

#### TYPICAL SECTION

Travel Lanes*	See RD18-TS-7	
Number of Lanes	2 (One Direction)	
Lane Width	12 ft	
Cross Slope	2%	
Max Superelevation	8%	
Shoulders*		
Shoulder Width (Inside)	10 ft (Paved) - 12 ft (Graded)	
Shoulder Width (Outside)	10 ft (Paved) - 12 ft (Graded)	
Cross Slope	4%	
Max Rollover	7%	
Median		
Width	N/A	
Slope	N/A	
Side Slopes*		
Clear Zone Width**	30-34 ft (6:1)	
Slope Inside Clear Zone	N/A	N/A
Slope Outside Clear Zone	N/A	

Cross Drains	
Flood Frequency	50 Year (100 Year Check)
Pipe Material	RCP
Minimum Freeboard	1 ft
Side Drains	
Flood Frequency	N/A
Pipe Material	N/A
Storm Drains	
Flood Frequency	N/A
Pipe Material	N/A
Pavement Spread	N/A
Minimum Pipe Size	18 in
Minimum Cover	12 in (Measured from the bottom of the subgrade to the top of the outside face of the pipe)

#### INTERSECTIONS

<u>Stopping Sight Distance</u>	<u>730 ft for 70 mph</u>
Design Vehicle	WB-67

#### Footnotes:

\* Per Typical Details for Inside Lane Widening of Freeways, Standard Drawing RD18-TS-7C – or –

\* Per Freeways with Depressed Median (4-6 Lane), Standard Drawing RD18-TS-7

\*While RD18-TS-7B is for independent roadways, all references are made for arterial roads – freeways are not mentioned.

\*\* Per Clear Zone Criteria, Standard Drawing S-CZ-1