



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

ALTERNATIVE DELIVERY DIVISION

REGION 3
6601 CENTENNIAL BLVD
NASHVILLE, TENNESSEE 37243

WILL REID
COMMISSIONER OF
TRANSPORTATION

BILL LEE
GOVERNOR

June 17, 2026

**Re: Final RFP
Contract No. DB2504
County: Davidson**

To the Proposers:

The following revised sheets show changes from the DB2504 draft RFP (released in September 2025) to the current Final RFP, as summarized below.

- Book 1 changes include the following:
 - Provided minor edits for clarity throughout.
 - Revised the procurement schedule to add the Final RFP activities and timelines.
 - Removed the DBE and open-ended performance plan requirements for the Project.
 - Revised the timing for submitting prequalification.
 - Clarified requirements for an all-electronic submittal and added two additional technical proposal requirements related to permitting and utility coordination.
 - Added maximum and minimum B-day requirements for A+B bidding.
- Book 2 changes include only minor edits for clarity throughout and providing the complete list of special provisions, including SP108B and SP730N (NDOT Special Provisions).
- Book 3 changes include the following:
 - Updated various sections with the most current terms and requirements.
 - Revised the list of Reference Documents to-be-provided with this Final RFP or with subsequent updates (see the Project website for all of the current Reference Documents).
 - Clarified traffic signal and lighting requirements, including adding reference to SP730N .
 - Updated property owner information and provided availability dates for all of the Department-provided ROW.
 - Bifurcated the utility coordination process between the utilities the Department plans to “move prior” versus the utilities that typically fall under a move-in-state (MIS) relocation based on the Design-Builder’s Design Documents and Construction Work.

Upon reviewing the Final RFP, the Proposer is encouraged to ask questions about the documents using Form QR and submitting the form to me (Jonathan.Vogel@tn.gov) by the initial question deadline listed in Section 1.3 of Book 1. The Proposer may also request a confidential, one-on-one meeting with TDOT to learn about the latest project updates and ask additional questions. See Section 1.3 of Book 1 to reference all of the procurement events and timelines.

Sincerely,

Jonathan Vogel
TDOT Project Manager
Alternative Delivery – Region 3



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build RFP

Book 1 Instructions to Proposer (ITP)

~~Industry Review Draft~~

Gallatin Pike (SR-6) Safety Project

Gallatin Pike: Walton to Wiley and Liberty to Northside

Davidson County, Tennessee

Project Identification Number (PIN): **125526.09 (Walton to Wiley)** and **132524.00 (Liberty to Northside)**

State Project Number: **19025-1233-94 and 19025-3233-94 (Walton to Wiley)** and **19S006-F1-006 and 19S006-F3-006 (Liberty to Northside)**

Federal Project Number: **HSIP-6(145) (Walton to Wiley)** and **HSIP-6(155) (Liberty to Northside)**

Contract# **DB2504**

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”) ~~respondent~~responding to TDOT’s request for proposal (RFP) to solicit competitive proposals for Gallatin Pike (SR-6) Safety Project (Project). The instructions and details described herein follow the processes and practices described in this RFP.

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, 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 responsive Technical Proposals, sealed Price Proposals, and other required pre-award submittals.

Additionally, the term “Major Participant” is used throughout to mean any of the following entities:

1. All general partners or joint venture members of the Proposer/design-builder, (also known as a Principal Participant),
2. Each member of the Proposer’s organization with primary responsibility for construction,
3. Each member of the Proposer’s organization with a proposed subcontract greater than or equal to \$2,500,000.00 (excluding subcontracts with suppliers),
4. The lead engineering/design firm(s), and
5. Each subconsultant responsible for performing more than thirty percent (30%) of the design value.

1.1 Project Description

Project Limits/Location: Gallatin Pike (SR-6) from Walton to Wiley and from Liberty to Northside

This Project includes:

- Implementing pedestrian safety infrastructure, including physical separation in the shoulders, delineators, signage, and traffic signal improvements; and
- Improving sidewalks, a multi-use path, crosswalks, turning radii reduction, commercial access consolidation, and channelization markings within the Project limits.

Project Construction Funding: The funding source for the Project is federal and state funding.

Environmental Clearance Status: TDOT has completed two National Environmental Policy Act (NEPA) Categorical Exclusions for the Project.

Existing Utilities are listed in Section 8 of RFP Book 3.

Restrictions and Constraints:

- Maintenance of traffic (MOT) and business access limitations along SR-6 that could impact the traveling public (motorists, transit, bicycles, and pedestrians).

Project Design Data and Standards: All related work is to conform to all applicable state and federal regulations and recognized industry, safety, environmental, and design standards. TDOT projects are to adhere with TDOT ~~and FHWA~~ design criteria. The TDOT Project Manager is to resolve, in his/her discretion, any perceived conflicts in criteria or standards.

The design-builder is to obtain and apply all currently adopted references, including TDOT standards and specifications, manuals, and software.

The design-builder is to select materials and methods specified for construction to minimize the initial construction cost and long-term maintenance cost to the State of Tennessee. Non-typical construction materials and methods must be approved in writing by TDOT as defined in Section 1.5.4.2.

For all innovative or alternative materials or equipment proposed, the design-builder must verify, submit, and obtain approval for any new or innovative materials or equipment proposed during the Project's design and construction phases.

1.2 Project Goals

The Project is intended to achieve the following goals:

1. Implement pedestrian safety measures, such as improved sidewalks and crosswalks, along SR-6 (Gallatin Pike).
2. Incentivize new contractor teams to participate in TDOT's alternatively delivered program.
3. Minimize impacts to business access and traveling public along SR-6 during construction.
4. Successfully mitigate known risks related to right-of-way acquisitions and utility relocations.

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
Advertising of RFP for industry review	September 16, 2025
<u>TDOT issues Final RFP</u>	<u>June 17, 2026</u>
Contractor outreach during TDOT's ROW and Utility mitigation efforts-Proposer's Deadline for submittal of initial Form QR on the RFP and request for One-on-One meeting	September 2025 to April <u>July 8, 2026</u> <u>3:00 PM CDT</u>
Issuance of final RFP and addenda (additional confidential one-on-one Confidential Proposer One-on-one meetings); RFP and Project questions	May 2026 to August <u>July 22, 2026</u>

Event/Submittal	Date/Time
<u>Proposer's deadline for submittal of Form QR regarding specific questions for utility owners¹</u>	<u>July 31, 2026</u> <u>3:00 PM CDT</u>
<u>Proposer's final deadline for submittal of Form QR and requests for QPL determination</u>	<u>September 15, 2026</u> <u>3:00 PM CDT</u>
<u>TDOT's last response on Form QR and requests for QPL determination</u> <u>TDOT's issuance of last addendum</u>	<u>September 23, 2026</u>
<u>Proposal due date</u> <u>Proposer's Qualifications, Technical Proposal, and Price Proposal Due Date</u>	September <u>October 27, 2026</u> <u>3:00 PM EST</u>
<u>Public Price Proposal opening</u>	<u>November 2026</u>
Notice of award <u>Best Evaluated Design-Builder</u>	October <u>December</u> 2026
Anticipated award of design-build contract <u>(or rejection of all Proposal)</u>	November <u>December</u> 2026/ <u>January 2027</u>
Anticipated <u>issuance of</u> initial notice to proceed <u>proceed²</u>	December 2026 <u>January 14, 2027</u>

¹ 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.

² 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.

- 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)**.

1.5 RFP Communication

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

Jonathan Vogel, P.E.
jonathan.vogel@tn.gov
jonathan.vogel@tn.gov
Region 3 – Alternative Delivery
Region 3 Annex
6638 Centennial Blvd.
Nashville, TN 37209
Phone: 615-308-0678

~~Starting with release of the final RFP, the~~ The above-listed point of contact is to be the Proposer's single point of contact for all communications during the procurement process. 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 – Alternative Delivery Team
2. TDOT Specialty Groups: Owner's Representative, CEI, TDOT Functional areas (Preconstruction/Roadway, Survey, ROW, Traffic Operations, and Utilities)
3. Stakeholder/Stakeholder Groups:
 - a. Federal Highway Administration (FHWA)
 - b. City of Nashville and the Nashville Department of Transportation (NDOT)
 - c. WeGo Public Transit
 - d. Area Emergency Service Providers
 - e. Tennessee Department of Environment and Conservation (TDEC)
 - f. Local property owners, hospitals, businesses, and commercial developments
 - g. Impacted utilities (as listed in Section 8 of RFP Book 3)

1.5.1 General Procurement Communication Protocols

All correspondence and submittals described in this **RFP Book 1 (ITP)** are to be submitted electronically ~~or submitted in a sealed envelope or package~~ 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

~~Starting with release of the final RFP,~~ 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.

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) 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 (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 submit 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. TDOT will release these questions to all Proposers following the process in Section 1.5.4.3.

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 will only be accepted on Form QR in electronic format by email.

~~Additionally, a Proposer may submit questions that it deems “confidential,” which TDOT will evaluate and individually respond to following the process in Section 1.5.4.3. If the Proposer elects to submit any confidential questions, the Proposer should submit a separate Form QR clearly noting the file name and related questions to be “Confidential”.~~

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 ~~beginning with release of the final RFP~~, TDOT provides responses to all:

- ~~Requests for answers;~~
- ~~Confidential requests;~~ 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 the date listed in Section 1.3, 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.

~~TDOT reserves the right to disagree with Proposer's assessment as to the confidentiality of information in the interest of maintaining a fair procurement process. Under such circumstances, TDOT will inform the Proposer and may allow the Proposer, within a time period set by TDOT, to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if TDOT determines that it is appropriate to provide a general response, TDOT will modify the question to remove information that TDOT determines is confidential. If a Proposer fails to respond to TDOT within the time period set by TDOT, such failure shall be deemed to be the Proposer's consent to TDOT's answering of the question non-confidentially.~~

1.5.5 Prohibited Communications and Contingency Fee

Commencing with the issuance of the final RFP 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 ~~communication~~communications regarding the RFP, Contract Documents, or procurement process described herein with:

1. Any employee of TDOT, including members of the Design-Build Review Committee (DBRC);
2. FHWA,
3. Utility companies/owners listed in Section 8 of RFP Book 3,
4. Local emergency service providers,
5. TDEC; and
6. 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.

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 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 the 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 RFP for the Project if (i) the NEPA or TEER document for the Project is not complete prior to the date on which the 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 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. American Structurepoint,
2. Gresham Smith,
3. Avenue Consultants,
4. HNTB Corporation,
- ~~5. O.R. Colon,~~
5. Contract Land Staff,
6. HMB,
- ~~6.7. Energy Land & Infrastructure,~~ and

~~7.8.~~ 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 (in accordance with TDOT Rule 1680-05-04-.07(5) and 23 CFR § 636.116) if at any time during the procurement and contracting process:

- The Proposer finds that a Principal Participant, Major Participant, ~~-(including the lead designer,-)~~, or any Key Personnel 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), or
- Additional potential conflicts of interest have developed since the Proposer's submittal of its Proposal.

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 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 Reserved

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:~~

~~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.~~

- ~~▪ The assigned DBE goal for the Project is 5.5%~~

~~A commitment to meet the contract goal or a good faith effort to do so is a condition of award for such contracts.~~

1.9 Reserved

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

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 fifty thousand dollars (\$50,000.00) is to be awarded to each 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 RFP, 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 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 and information contained therein.

The decision to issue a new RFP, a modified/revised RFP, or a BAFO RFP 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.

1.15 Required Percentage of Construction Work

The Design-Builder must self-perform work valued at not less than 30% of the total work, excluding specialty items.

1.16 Prequalification and Licenses

Each Proposer, including any Proposer submitting as a joint venture, must be prequalified with the Construction Division as provided in TDOT Rule 1680-05-03, Prequalification of Contractors. The list of prequalified contractors may be found at: [Contractor Prequalification - Construction Division - TDOT - TN.gov](#).

Any person, firm, or entity intending to submit a Proposal that is not currently prequalified must submit an application for prequalification, including the required "Prequalification Questionnaire," as noted below.

1. Proposers that wish to submit a Proposal must be listed as prequalified by the Construction Division at [Contractor Prequalification - Construction Division - TDOT - TN.gov](#) by ~~10:00 AM CT~~ at least two weeks seven (7) calendar days prior to the Proposal due date.
2. Any Major Participant seeking to be approved under this RFP solicitation must also be qualified within the respective discipline or service type either by the Professional Services Division ([Consultant Information \(tn.gov\)](#)) **or** the Construction Division for each branch office participating on

this Project by ~~10:00 AM CT at least two weeks~~ seven (7) calendar days prior to the Proposal due date.

A Tennessee contractor's license is required prior to the execution of a design-build contract.

TDOT requires all contractors and subcontractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships to be in good standing with the Secretary of State. This includes being duly incorporated, authorized to transact business, and in compliance with other requirements as detailed by the Secretary of State. Proposers should contact the Secretary of State with have any questions at (615) 741-2286 or visit: <https://sos.tn.gov/businesses>

TDOT does not execute any contracts or approve subcontracts with contractors that are domestic or foreign Corporations, Limited Liability Companies, Limited Partnerships, or Limited Liability Partnerships who are not in good standing with the Secretary of State (i.e., have a valid Certificate of Existence/Authorization).

1.17 Disposition of Proposals

Proposals become the property of TDOT and are disposed of according to TDOT policies. Proposals are treated as confidential documents until TDOT awards the contract.

TDOT reserves the right, in its sole discretion, to cancel this RFP, issue a new RFP, or reject any or all Proposals. This RFP does not commit TDOT to enter into a design-build contract or proceed with the procurement of the Project.

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 its Technical Proposal electronically (in searchable PDF format with bookmarks) to the TDOT primary point of contact's email address listed in Section 1.5.1- with the subject line: "<<ContractNo>> Design Build Technical Proposal – Procurement Sensitive Information". If the file(s) are over 20MB in size, the Proposer is to send a file transfer link to the listed email address. The submittal of Technical Proposal materials must be sent/submitted prior to the time and date for the Technical Proposal due date listed in Section 1.3. A Proposer may only submit one Technical Proposal in response to this RFP. The Proposer **shall not** submit a hardcopy of its Technical Proposal. Technical Proposals will remain unopened until the Technical Proposal Due Date listed in Section 1.3.

The Technical Proposal must adhere to the following naming convention for each volume of the Technical Proposal PDF files:

- Enter proposer name_DB2504 SR6 Safety Project_Technical Proposal Vol. X

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

- **Technical Proposal: Volume I (Cover Letter, Qualifications, Forms, and Evidence of Authority)** – Responses under Volume I shall be limited to a maximum of two (2) pages for the qualification information (excluding the cover letter, Form Bs, and listed forms). The Proposer is to place the required forms after a tabcover page labeled "Forms."
- **Technical Proposal: Volume II (Technical Approach)** – Responses under Volume II shall be limited to a maximum of five (5) pages, not including any 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 tabcover page for each major section described in Section 3.4.

All narrative sections in the Technical Proposal are to be Arial font with a minimum font size of 11 points. Alternate Arial fonts (e.g., Arial Narrow, Arial Nova, etc.) shall not be used. The Proposer ~~is to limit~~ shall not use ~~of~~ smaller font sizes for charts, diagrams, graphs, and tables.

Where page limits are required, all letter (8.5" by 11") pages count as one (1) page towards any assigned page limits, and all tabloid (11" by 17") pages count 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.

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 **EBSelectronic** 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.

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, Qualifications, Forms, and Evidence of Authority)

3.2.1 Cover Letter

The Proposer is to provide a cover letter (~~not to exceed~~ maximum of one page) that includes:

- The Proposer's desire to be considered for the Project;
- The official names and roles of all Principal Participants, Major Participants (including 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.

3.2.2 Qualifications

This section of Volume I must include the following sections under this Section 3.2.2. This section is to not exceed two (2) pages in total when answering the prompts in Section 3.2.2.1 through Section 3.2.2.32. The Proposer may respond in free form following the order of the sections listed below.

3.2.2.1 LEVEL "1" PERSONNEL QUALIFICATIONS (CAPABILITY TO PERFORM)

Provide individual biographies for the following Level "1" Personnel that meet the minimum qualifications listed below. **Note:** There are no Level "2" Personnel required for this Project.

- Design-Builder Project Manager
- Design Manager
- Construction Manager

- b. Maintenance of traffic through the work zone;
 - c. Access management (including maintaining business access); and
 - d. Drainage.
2. **Construction staging and phasing.** Illustrate the Proposer's construction staging and phasing plan, indicating the timing and sequencing of the Proposer's major work activities.
- a. Include the Proposer's process for obtaining the appropriate TDOT and NDOT permits to complete the roadway Work activities along SR-6 and the local agency's roadways.
 - b. Include the Proposer's approach to coordinate and complete its design and construction Work alongside the identified move-in-state (MIS) utilities listed in Section 8 of Book 3.
3. **Issue/risk.** Include a narrative description of challenges/risks and mitigation strategies that the Proposer believes are significant to both the Proposer and TDOT.
4. **Safety.** Provide the following safety information for each construction firm under the Proposer's team covering the period 2020 to present:
- a. Experience modification rates (EMRs).
 - b. List of any OSHA/TOSHA citations received, including the cause for the citation.
 - c. List of any incidents that resulted in significant injury, loss of life, or major property damage.

~~3.3.2 Open-ended DBE Performance Plan (OEPP)~~

~~The Proposer is to provide an open-ended DBE Performance Plan (OEPP) using Form 1247A-OEPP in Special Provision 1247DB, which includes:~~

- ~~▪ A commitment to meet the Project's DBE goal listed in Section 1.9.~~
 - ~~▪ 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.~~
- ~~d.c. **Note:** Once the design-build contract is awarded, the Design-Builder will be required to continually use good faith efforts to meet or exceed the DBE goal and update its OEPP (as needed) in accordance with SP1247DB.~~

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 I (Qualifications) and Volume II (Technical Approach). TDOT may reference the information presented in these Volume III appendices to further evaluate what is presented in Volume I (Qualifications) and Volume II (Technical Approach).

3.4.1 Key Personnel Resumes

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

- Design-Builder Project Manager
- Design Manager

- Construction Manager

3.4.2 Preliminary Roadway Schematic/Concept Plans

The Proposer is to submit half-size plan sheets or roll plots of its preliminary roadway schematic/concept plans for each PIN. **Note:** it is not the intent for the Proposer to have to submit fully developed design plans. Instead, the preliminary schematic/concept plans are to include, at a minimum, the following:

- Show plan view of design concepts with key elements noted (including access locations, utilities, drainage features, and traffic signals)
- Show typical sections for the roadway mainline
- Depict the Planned ROW Limits from the base technical concept/BTC
 - i) As applicable, the Proposer shall provide clear annotations/callouts for any additional right-of-way that the Proposer may require to accommodate its construction work or its design modifications compared to base technical concept/BTC
 - ii) If the Proposer requires to change or needs additional right-of-way (temporary or permanent) to accommodate its work, the Proposer shall also include in this section a right-of-way acquisition table similar in form to Table 1 and Table 2 in Book 3 that lists the:
 - Tract No. (from Table 1 and Table 2 in Book 3)
 - Property owner (from Table 1 and Table 2 in Book 3)
 - Area to be acquired for the base technical concept/BTC (from Table 1 and Table 2 in Book 3)
 - Additional area to be acquired for the Proposer's design
 - Reason additional right-of-way is needed (e.g., temporary construction easement, temporary interest, permanent right-of-way because of a design change compared to the base technical concept/BTC)

3.4.3 Proposal CPM Schedule

The Proposer is to prepare a Proposal CPM schedule ~~to that includes at least~~ a Level IV work breakdown structure (WBS) ~~to~~, inclusive of the Proposer's activities and sub-activities that represent all administration/management, design, ROW, utility/third-party coordination, permitting (including obtaining TDOT and NDOT permits for the Work), environmental, procurement, Department, major closures, maintenance, and construction work beginning at from the Project's notice to proceed and extending through the Project's substantial completion (a "Contract Completion Date") and final acceptance date. Each activity or sub-activity listed in the Proposal CPM schedule is not to exceed forty (40) days in duration.

The Proposer is to submit its schedule electronically in Adobe PDF format and Primavera format (.xer) meeting the requirements in Section 2.2 of **Book 3 (Project Specific Requirement)**, TDOT's Circular Letter 108.03.C, and 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 Proposal CPM schedule **shall not** include any cost-loading.

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~~to comply 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 physical features, 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 the Schedule of Items.

3.5.3 Project Section and Pay Items

The Proposer is to account for the following specific Pay Items to build up its Price Proposal. The bullets following each Pay Item are examples of activities to be priced as part of the respective lump-sum price for each Pay Item. Only the Pay Items need to be accounted for when submitting a Price Proposal.

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

- Field Survey
- Construction Staking

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, 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 electronic Technical Proposal (all three volumes that include all completed forms) has been submitted 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 hashave 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 primary 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 qualifications and 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 qualifications and 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, respectively. After completing the evaluation of the qualifications and 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 are qualified and have submitted responsive, qualified, and technically acceptable Proposals.

4.2.1.1 TECHNICAL PROPOSAL SCORING

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

Rating (and score)	Evaluation Considerations for Each Rating
Qualified/Technically Acceptable (65 to 100 points)	The Proposer's qualifications are minimally acceptable, and the Technical Proposal demonstrates a general understanding of the subject and related approach (at a minimum). The Proposer's qualifications and Technical Proposal communicate an average level of quality and meet the stated requirements of the RFP (at a minimum).
Poor (below 65 points)	The Proposer's qualifications do not demonstrate clear capabilities or expertise to complete the Project, and the Technical Proposal has demonstrated a minimal understanding of the subject and contains numerous weaknesses and deficiencies in its approach. The Proposer's qualifications and Technical Proposal demonstrate little or no level of quality or value. The Proposer's qualifications and approach raise 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 "qualified" and "technically acceptable" considers the following evaluation criteria. Each section of a Proposer's qualification statements (in Volume I) and Technical Approach (in Volume II) must receive a score of 65 points or higher for the Technical Proposal (as a whole) to be considered qualified and technically acceptable.

Response Categories	Weighting/Scoring
Volume I	
Cover Letter	Not scored
Qualifications	The Proposer is considered "qualified" if it receives:
Proposer Team Experience (Past Performance)	65 to 100 points
Level "1" Personnel Qualifications (Capability to Perform)	65 to 100 points
Unique Technical Qualifications	65 to 100 points
Forms	Not scored
Evidence Submittals (Section 3.2.4 through 3.2.8)	Not scored
Volume II (Technical Approach)	The section is considered "technically acceptable" if it receives:
Design and Construction Approach	65 to 100 points
Open-Ended Performance Plan	65 to 100 points
Volume III (Technical Approach Appendices)	Not scored, but used by the DBRC to determine if Volume I is "qualified" and Volume II is "technically acceptable"

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 \$1,000.00 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 ~~TBD (in development for final RFP)~~ six hundred eighty (680) calendar days or be less than five hundred (500) 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

~~Industry Review Draft~~

Gallatin Pike (SR-6) Safety Project

Gallatin Pike: (Walton to Wiley) and (Liberty to Northside)

Davidson County, Tennessee

Project Identification Number (PIN): **125526.09 (Walton to Wiley)** and **132524.00 (Liberty to Northside)**

State Project Number: **19025-1233-94 and 19025-3233-94 (Walton to Wiley)** and **19S006-F1-006 and 19S006-F3-006 (Liberty to Northside)**

Federal Project Number: **HSIP-6(145) (Walton to Wiley)** and **HSIP-6(155) (Liberty to Northside)**

Contract# **DB2504**

~~September 2025~~ June 2026

DESIGN-BUILD CONTRACT

This Design-Build Contract is entered into by and between the State of Tennessee, ~~(the “State”)~~, 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 Gallatin Pike (SR-6) Safety Design-Build Project (the “Project”) more particularly described in **Book 3 (Project Specific Information)**. The Project will be funded with federal 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, in accordance with the Contract Documents and subject only to certain specified limited exceptions ~~(the “Work”)~~. 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~~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~~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~~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~~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~~shall require 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 and utility coordination services are expected under this Contract. **Book 3 (Project Specific Information)** provides additional information on ROW and utility coordination services needed to complete the Project.

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~~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 ~~Specification~~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. VECs 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~~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~~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~~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~~Work pursuant to *Design-Build Standard Guidance*, including notifying the Department when the ~~work~~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 workWork 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 workWork 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, Design and Construction Quality Management, Reporting and Document Management).
- Design and 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 workWork.

2.2 Performance Standards

Where specific performance standards for any aspect of the workWork have been established in the Department Special Provisions as stated in Appendix B, or as pursuant to **Book 3 (Project Specific Information)**, the workWork 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 workWork on each work location immediately after receiving authorization from the Department to proceed with its workWork 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 workWork 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:

	Jonathan Vogel, P.E.
	Region 3 - Alternative Delivery Representative
Address:	Tennessee Department of Transportation
	6601 Centennial Blvd., Building A
	Nashville, TN 37209
E-mail:	jonathan.vogel@tn.gov
Work #: <u>Telephone Number:</u>	615-308-0678

3.3 Design-Builder Representative

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

	<u>[Enter Design Builder's Project Manager Name]</u>
	Design-Builder's Project Manager
Address:	<u>[Enter Design-Builder Name]</u>
	<u>[Enter address line 2, Physical Address]</u>
	<u>[Enter City, State, and Zip Code]</u>
E-mail:	<u>[Enter e-mail address]</u>
Telephone	
# Number:	<u>[XXX-XXX-XXXX]</u>

3.4 Key Personnel and Design Professionals

The Design-Builder's Key Personnel, including its 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 Project Manager:	<u></u>
Design Manager:	<u></u>
Construction Manager:	<u></u>

3.5 Substitution of Key Personnel and/or Design-Professionals

The Parties agree that each Key Personnel, Design Professional, and applicable 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 workWork 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 workWork 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 workWork to be done under the Contract, except for punch list and plant/vegetation establishment, by [Enter date based on proposed B-#] Calendar Days but not later than Enter after the Effective Date] (the "Contract Completion Date").

5 COMPENSATION

5.1 Contract Amount

The Department agrees to compensate the Design-Builder for all workWork 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 workWork. 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 this Book 2 (Design-Build Contract) or 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~~Work and Extra Work shall be authorized by the Department only under the circumstances set forth in, and pursuant to the terms of, this Book 2 (Design-Build Contract) and the Design-Build Standard Guidance. The Design-Builder shall not begin performance of any Changed ~~work~~Work or Extra Work until the Department has issued a properly authorized Change Order, and the Design-Builder shall perform all such ~~work~~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 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 \$1,000,000 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 workWork 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 workWork and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the workWork or due to its non-execution of the workWork or due to defective workWork 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 workWork, use of unacceptable materials in constructing the workWork, 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~~Work or any portion thereof;
- The Design-Builder so fails to perform any agreed-upon portion of the ~~work~~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~~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.~~

13.2 Reserved

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 a DBE Utilization Goal of five and five tenths percent (5.5%) 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.~~

13.6 Reserved

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-Builders shall be prohibited from copyrighting any papers, reports, forms, or other material which is a part of any ~~work~~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-Builders 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~~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-Builders 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-Builders 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-Builders acknowledges and agrees that any rights or claims against the Department or its employees hereunder, and any remedies arising therefrom, 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-Builders 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~~e-mailing or mailing the same, postage prepaid, to the Design-Builders 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~~email transmission shall be the sole responsibility of the Design-Builders 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-Builders upon delivery into the possession of one of the Design-Builders' 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~~email, or by other similar electronic transmission.

14.9 Disclosure of Tax Identification Number

The Design-Builders 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~~Subcontractor 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 or among the Design-Builder, 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 on~~ _____, and is effective on _____
~~is effective on the~~

Will Reid, P.E., 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 and Project design and construction purposes. These Supplemental Specifications may be obtained from the Department's website at:

Supplemental Specifications to the Standard Specifications Revision Date

Supplemental Specification to Section 100	01/08/2025
Supplemental Specification to Section 200	07/14/2025
Supplemental Specification to Section 300	08/28/2024
Supplemental Specification to Section 400	12/26/2024
Supplemental Specification to Section 500	12/27/2023
Supplemental Specification to Section 600	01/08/2025
Supplemental Specification to Section 700	12/26/2024
Supplemental Specification to Section 900	12/26/2024

RESERVED

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 ~~following this~~included after the table, the date of the Department's last RFP addendum shall establish the "revision date" for each of the ~~listed~~following Special Provisions.

Title	SP# <u>Special Provision #</u>
<u>Unbalanced Bids</u>	<u>102B</u>
<u>Employing and Contracting with Illegal Immigrants</u>	<u>102I</u>
In development for final RFP <u>TDOT Standard Specifications for Road and Bridge Construction</u>	<u>102LC</u>
<u>Prohibition of Certain Telecommunication and Video Surveillance Services or Equipment</u>	<u>106B</u>
<u>Environmental Permits</u>	<u>107FP</u>
<u>Lane Closures and Project Completion Liquidated Damages</u>	<u>108B</u>
<u>Payment Adjustment for Fuel</u>	<u>109A</u>
<u>Price Adjustment for Bituminous Material</u>	<u>109B</u>
<u>Settlement Plate Monitoring Devices</u>	<u>203S</u>
<u>Mass Concrete</u>	<u>604MC</u>
<u>Retaining Walls</u>	<u>624</u>
<u>Highway Signs, Luminaires, and Traffic Signals</u>	<u>700SIG</u>
<u>Speed Feedback Sign Assembly</u>	<u>712SFS</u>
<u>Contrast Pavement Markings</u>	<u>716CPM</u>
<u>ITS Specifications</u>	<u>725</u>
<u>Temporary Traffic Control (Signalization)</u>	<u>730A</u>
<u>NDOT Special Provisions</u>	<u>730N</u>

Title	SP# <u>Special Provision #</u>
<u>Equal Employment Opportunity</u>	<u>1230</u>
<u>Debarment, Suspension, etc.</u>	<u>1275</u>
<u>Labor (State Projects Only)</u>	<u>1280</u>
<u>Non-Discrimination in Employment</u>	<u>1290</u>
<u>State Wage Rates</u>	<u>AA-ST RATES</u>



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build

Book 3 Project Specific Information

~~Industry Review Draft~~

Gallatin Pike (SR-6) Safety Project

Gallatin Pike: (Walton to Wiley) and (Liberty to Northside)

Davidson County, Tennessee

Project Identification Number (PIN): **125526.09 (Walton to Wiley)** and **132524.00 (Liberty to Northside)**

State Project Number: **19025-1233-94 and 19025-3233-94 (Walton to Wiley)** and **19S006-F1-006 and 19S006-F3-006 (Liberty to Northside)**

Federal Project Number: **HSIP-6(145) (Walton to Wiley)** and **HSIP-6(155) (Liberty to Northside)**

Contract# **DB2504**

~~September 2025~~

June 2026

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 most recent version of the Department's *Standard Specifications for Road and Bridge Construction* (TDOT Standard Specifications) and *Design-Build Standard Guidance* (DB Standard Guidance) as of 30 days prior to the Proposal due date. Additionally, the Design-Builder shall use the most current version of any listed standard or reference as of 30 days prior to the Proposal due date, unless expressly stated otherwise in the Contract Documents.

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 and Work required to construct the Gallatin Pike (SR-6) Safety Project (the "Project") in accordance with the Contract Documents ~~(the "Work")~~.

Safety improvements are required along two sections of Gallatin Pike (SR-6). The first section is from Walton Lane to Wiley Street (PIN 125526.09). The second section is from Liberty Lane to north of Northside Drive (PIN 132524.00).

PIN 125526.09 includes pedestrian and bicycle safety improvements at various intersections:

- Walton Lane
- Berkley Drive
- Palestine Avenue
- Moving Center Court
- Webster Street
- Emmitt Avenue
- Neelys Bend Road
- Harrington Street
- Harris Street
- Woodruff Street
- Hickory Street
- Maple Street
- East Old Hickory Boulevard
- West Old Hickory Boulevard (SR-45)

As shown in the Base Technical Concept, the required improvements include designing and constructing sidewalks, pedestrian curb ramps, bicycle lanes, bus boarding islands, midblock crossings, signing, pavement

markings, and signals. The length of this section is approximately 1.922 miles extending from Station 3+20.41 to Station 105+31.08 (the Walton to Wiley section of the “Project Limits”).

PIN 132524.00 includes pedestrian and bus lane improvements from Liberty Lane to north of Northside Drive, inclusive of all Work between these two intersections. As shown in the Base Technical Concept, the required improvements include designing and constructing sidewalks, multi-use paths, pedestrian curb ramps, curb and gutter, signing, pavement markings, signals, and lighting. This roadway section also includes the conversion of a portion of the existing shoulder to a proposed bus lane. The length of this section is approximately 0.277 mile extending from Station 106+74.54 to Station 121+39.96 (the Liberty to Northside section of the “Project Limits”).

As described in Section 7, the Department has established the Project’s proposed right-of-way (ROW) limits and TCE boundaries as shown on the ROW Exhibits (the “Planned ROW Limits”). These acquisitions (to be completed by the Department) include the properties and interests listed in Tables 1 and 2 for identified use when constructing the Work.

Beyond the items of Work listed above, the Design-Builder’s general responsibilities with respect to the Work include:

- Meet or exceed minimum Project design criteria for all improvements as defined in Section 3 and Section 4.
- Coordinate with all utility owners ~~(as necessary)~~ through the construction phase as detailed in Section 8.
- Install new roadway signs and sign structures within each of the Project Limits.
- Provide traffic control during the construction Work, including maintaining detour signs where needed.
- Acquire necessary construction and use permits not previously obtained by the Department.
- Meet all environmental commitments and perform environmental services in accordance with the approved C-List Categorical Exclusion and technical appendices (the “NEPA Document”).

A detailed description of the Work is included within the various sections of this Contract Book 3 (Project-Specific Information). Figures 1 and 2 depict both Project locations.

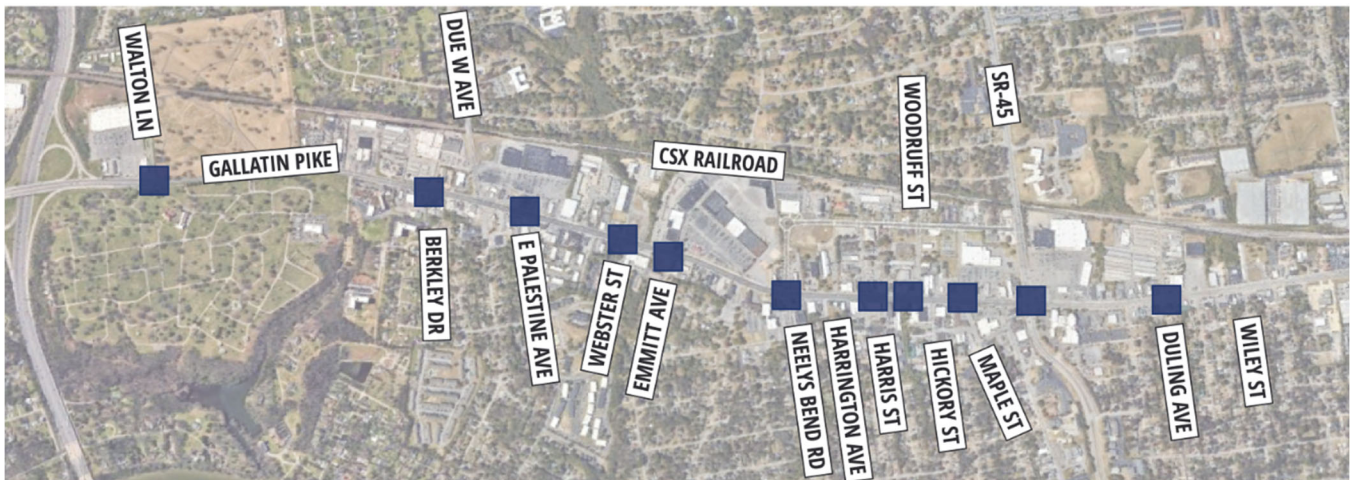


Figure 1: Location Map (Walton Lane to Wiley Street) (PIN 125526.09)

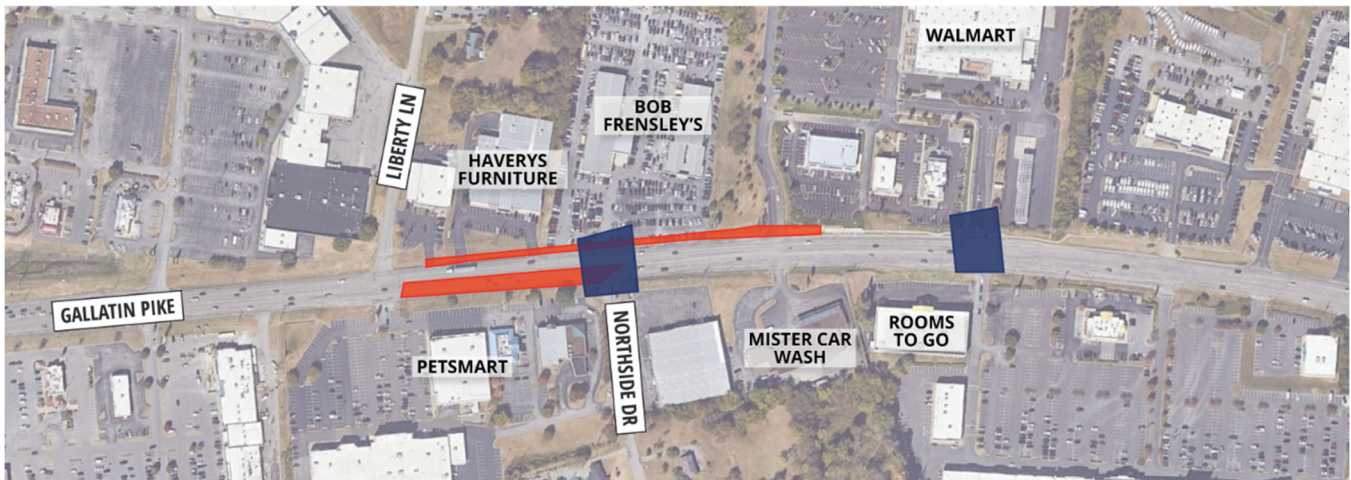


Figure 2: Location Map (Liberty Lane to North of Northside Drive) (PIN 132524.00)

1.2 Project Goals

The Project goals are as follows:

1. Implement pedestrian safety measures, such as improved sidewalks and crosswalks, along SR-6 (Gallatin Pike).
2. Minimize impacts to business access and traveling public along SR-6 during construction.
3. Support the Department in mitigating known risks related to right-of-way acquisitions and utility relocations.

1.3 Reference Documents

Information on the Project has been included as Reference Documents, published on the Department's Project website.

The Design-Builder shall acknowledge that the Reference Documents are preliminary and provided solely to assist the Design-Builder in the development of its Design Documents. The Design-Builder shall be fully responsible for the accuracy and completeness of all Design Documents and related 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 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.

The Department-provided Reference Documents include:

- Field survey data files
 - 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).
- The NEPA Document
 - PIN 125526.09 (Walton Lane to Wiley Street)
 - PIN 132524.00 (Liberty Lane to North of Northside Drive)

- Base Technical Concept (in .dgn format and sheet files)
 - The Base Technical Concept is 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).
- ~~Utilities Contact List and~~ Department's Utility Impact Matrix
- Subsurface Utility Exploration (SUE) data (forthcoming in Summer 2026)
- ROW Exhibits delineating the Planned ROW Limits
 - 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).

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, dimensions, and elevations used in the Reference Documents are provided for information only. The Design-Builder shall verify all existing elevations, dimensions, and horizontal and vertical alignments in the field. This shall include elevations at interfaces of existing and proposed pavement, sidewalks, signals and lighting poles, and grading limits. The Design-Builder shall be responsible for all surveys, including those relating to the work and utilities and including locating the Planned ROW Limits established by the Department to perform the work. The Design-Builder shall provide survey control to the Department prior to submission of its Definitive Design.

1.4 Construction Engineering Inspection

The Department will be responsible for Construction Engineering Inspection (CEI) work and Quality Acceptance Testing. The Design-Builder shall provide and maintain a communication matrix to support coordination of Work for all parties during both the design and construction phases.

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 (as listed in Section 2.3)
- Public Relations and Public Information Plan (PIP)
- Records Management Plan

Within 30 Days of Contract Award, the Design-Builder shall meet with the Department at the Post-Award Meeting to discuss the 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 an agreed-to e-plans software for the Project, including coordinating with the Department on setting and organizing the Project record in the Department's ProjectWise. All Project submittals shall be in Adobe pdf and native file format and include an email with the transmittal letter to the Department to initiate review of all submittals.

2.1 Organizational Structure and Staffing Plan

The Design-Builder shall prepare an Organizational Structure and Staffing Plan to ensure the appropriate number of 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 identified in the Design-Builder's proposal documents (minimally those staff listed in Section 3.4 of Contract Book 2).

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 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, TDOT Standard Specifications, Chapter 3 of the DB Standard Guidance, and the requirements described herein.

2.2.1.1 INITIAL, BASELINE, 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 for starting any Work per Section 3.2.1 of the DB Standard Guidance.

Following acceptance of the CPM IPS, the Design-Builder shall submit its Baseline Schedule in accordance with the Department's Circular Letter 108.03.C. Review comments made by the Department on the Baseline Schedule shall not relieve the Design-Builder from compliance with the Contract.

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, TDOT Standard Specifications, and Chapters 3 and 9 of the DB Standard Guidance. Monthly progress payment requests and CPM updates ~~are due five (5) business days~~ shall be submitted no later than ten (10) Calendar Days (or as agreed to with the Department) prior to the estimate cutoff date. 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 completion of the Project in accordance with Contract requirements, including achievement of 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~~, TDOT Standard Specifications, and Chapters 3 and 9 of the DB Standard Guidance.

Acceptance 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, including subcontractors, to guarantee completion of the Project in accordance with all Contract requirements. The Department's acceptance 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.

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

2.2.1.2 PROJECT CPM SCHEDULE REQUIREMENTS

In addition to the requirements from the Department's Circular Letter 108.03.C, TDOT Standard Specifications, 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~~Payment process~~.

The CPM Schedule shall include all major activities of Work required under the Contract, in sufficient detail to evaluate design and construction progress. 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,~~ submittal and procurement activities, inspections, and testing. The Design-Builder shall include in the CPM Schedule the work of subcontractors, vendors, suppliers, utilities, railroads, 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.

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) in accordance with the DB Standard Guidance. ~~Within thirty (30)~~

~~calendar days after award of the Contract, the~~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 will 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; ~~or~~ (including time to correct all defects, deficiencies, or errors and time to address any other non-compliance with the provisions of the Contract);
- Work that could have been re-sequenced or rescheduled to avoid delays; or
- 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 TDOT 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 workforce 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 ~~achieve Substantial Completion by~~complete the Project within the time limitations set forth in the Contract ~~Completion Date~~, then the Department will suffer substantial losses and damages. Special Provision 108B provides the daily sum that shall be deducted from monies due the Design-Builder, not as a penalty, but as Liquidated Damages, if the Contract Completion Date of the Project 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 ~~essential~~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.

Although the Department will provide CEI 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 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, local residents, companies and organizations, emergency services, WashingtonDavidson County, surrounding communities, environmental agencies, railroads (as applicable), 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.

The Professional Engineer in charge of the development of the Project's 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 Work, as well as all utility locations within the right-of-way (ROW) as described in the DB Standard Guidance.

3 ROADWAY

3.1 Standards and References

The Design-Builder shall design and construct the Work to adhere to following roadway standards.

- *TDOT Roadway Standard Drawings*
- *TDOT Roadway Design Guidelines – PDN*
- *TDOT Roadway Design Documents – PDN* (and Instructional Bulletins)
- *TDOT Drainage Manual*
- *TDOT Design CADD Standards*
- *TDOT Project Scoping Guide*
- *TDOT Traffic Design Manual*
- *TDOT Standard Traffic Operations Drawings*
- *TDOT Supplement to the Standard Highway Signs*
- *TDOT Survey Manual*
- *TDOT Standard Specifications*
- The Department accepted *AASHTO Policy on Geometric Design of Highways and Streets*, *AASHTO Roadside Design Guide*, *AASHTO Guide for the Development of Bicycle Facilities*, *Manual on Uniform Traffic Control Devices (MUTCD)*
- *Public Right-of-Way Accessibility Guidelines (PROWAG)*

The Design-Builder shall use OpenRoads Designer (ORD) in its development of 3D parametric modeling to provide model-centric design deliverables. Use of ORD shall be in accordance with requirements and guidelines provided on the Department's website: [ORD \(tn.gov\)](http://ORD.tn.gov)

3.2 Design Requirements

The Department has developed the roadway design criteria for Design-Builder use on this Project in accordance with *TDOT Roadway Design Guidelines – PDN*. The Design-Builder shall design and construct the improvements detailed in Section 1.1 within the two Project Limits based on the following criteria:

- Sidewalks (horizontal and vertical alignments of sidewalks shall meet Americans with Disabilities Act (ADA) and PROWAG compliance.)
 - Minimum width: 5 feet
 - Maximum cross slope: 1.5%
 - Maximum grade: 5.0% or as matching roadway grade
- Curb ramps
 - Minimum width: 4 feet
 - Desired cross slope: 1.5%
 - Maximum cross slope: ~~1.5%~~ to 2.0%
 - Maximum running slope: 8.33%

- Midblock crosswalks
 - Desired ~~minimum~~ median width: 8 feet
 - Minimum median width: 4 feet
 - Minimum cut through width: 5 feet
- Bike lanes
 - Desired width: 5 feet
 - Minimum width: 4 feet
 - Maximum width: 8 feet
- Bus lanes
 - Width: 12 feet
 - Cross slope: 2.0%

Design-Builder shall design and construct all sidewalks, curb ramps, and midblock crosswalks in accordance with the *TDOT Multimodal Standard Drawings* and ADA and PROWAG rules and regulations.

The Design-Builder shall prepare final signed and sealed construction plans to construct the Project, including:

- Preparing the plans in accordance with *TDOT Roadway Design Guidelines – PDN* and the previous design standards referenced in this section.
- Identifying the need for any special roadway design details (i.e., any special drainage structures, special ditches, etc.) and providing 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 the construction Work.

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

The Design-Builder shall coordinate with NDOT on Choose How You Move (CHYM) adjacent to the proposed intersection improvements at Harris Street (PIN 125526.09)

3.3 Waivers and Exceptions

~~No~~The Base Technical Concept does not require any design waivers or exceptions ~~will~~. Design waivers or exceptions shall not be allowed without the Department’s approval.

3.4 Safety Appurtenances

All permanent and temporary safety appurtenances (i.e., sign supports, traffic drums, barrier rail, impact attenuators, etc.) shall meet current Department standards and shall have all required Department certification documents.

Specific to guardrail, Design-Bulder shall:

- Remove and replace existing guardrail that does not meet TDOT standard in accordance with the TDOT Standard Specifications and TDOT Standard Drawings.

- All new guardrail and end terminals shall be MASH-compliant TL-3 and be on the Department's Qualified Products List (QPL).

3.5 Drainage

The Design-Builder shall analyze, design, and construct adequate drainage within each of the Project Limits, including, stormwater conveyances (open-channel and closed-conduit), stormwater inlets, and stormwater collection systems in accordance with the Department's *Drainage Manual*.

- All stormwater runoff that flows through the Project, whether originating within or outside of the respective Project Limits, must be accounted for in the design of the drainage system.
- The analysis, design, and construction of all components of the stormwater management system shall address the interim conditions during design and construction of the Project.

3.5.1 Drainage Design Requirements

The Design-Builder shall use a 10-year design storm (50-year at roadway sag locations) for all new (and existing to remain) storm sewer systems in accordance with the Department's *Drainage Manual*.

- All drainage systems shall be designed to convey the 10-year storm (50-year at roadway sag locations) without overtopping of any existing or proposed drainage or transportation elements.

The Design-Builder shall design culvert and pipe outfalls, channels, and ditches (including special ditches) within each of the Project Limits in accordance with requirements of the *TDOT Drainage Manual*.

The Design-Builder shall re-establish drainage in situations where sedimentation has changed the flow line from the existing profile. No Work should be done to Waters of the State or US, which might appear to be a ditch, without proper permits.

The Design-Builder shall provide erosion control for the construction Project per the guidelines specified in the *TDOT Drainage Manual* and this Book 3.

The Design-Builder shall design the drainage system to accommodate construction staging. Spread requirements for temporary traffic control may be reduced to a 5-year storm event; however, permanent conditions must meet the requirements of the *TDOT Drainage Manual*. The design shall include temporary erosion control and other Best Management Practices (BMPs) needed to satisfy NPDES, local municipality, and other regulatory requirements. All environmental commitments related to drainage design and erosion control shall be included as "notes" on the plans for each stage of construction.

3.5.2 Existing Drainage Systems

The design of stormwater management facilities shall be compatible with existing or any known proposed improvements to drainage systems on adjacent properties and shall preserve existing drainage patterns.

If existing drainage patterns must be altered due to a temporary or permanent aspect of the design, the Design-Builder shall provide documentation of any/all impacts to upstream/downstream and/or adjacent properties and/or road crossings for Department's Review and Approval prior to alteration of existing drainage patterns. The Design-Builder shall collect survey data for all upstream/downstream/adjacent properties that are impacted, such as road crossing information, structure elevations, and channel cross sections (at a minimum), which shall be used in support of hydraulic calculations for the offsite drainage systems. The Design-Builder shall provide engineering analyses and certifications to the Department for Review and Approval prior to performing the alteration.

~~The Design-Builder shall inspect and verify that existing drainage systems to remain are clean, operable, and structurally adequate. The Design-Builder shall complete any repairs, replacements, debris removal, and/or correct deficiencies as a result of designing and constructing this Project.~~

~~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 as a result of designing and constructing this Project.~~

3.6 Pavement Markings

The Design-Builder shall prepare pavement marking Plans as part of its Design Documents for Department Review and Comment and shall install the pavement markings in accordance with the Department standards and the following requirements.

- 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*, *TDOT Standard Drawings*, *TDOT Standard Traffic Operations Drawings*, *TDOT Traffic Design Manual*, and 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 cost and time.

3.7 Signing

The Design-Builder shall design, reuse existing signs, and/or install new signage throughout each of the Project Limits in accordance with the *MUTCD*, *TDOT Roadway Design Guidelines -- PDN*, *TDOT Standard Drawings*, the *Standard Highway Signs*, the *TDOT Supplement to the Standard Highway Signs*, the TDOT Standard Specifications, and *TDOT Traffic Design Manual*.

The Department has provided a conceptual signage design in the Base Technical Concept for information only, and the Design-Builder shall verify location, type, size, and use of each sign in its signing Plans. All permanent signing Plans, signing layouts, sign schedules, and miscellaneous detail sheets shall be coordinated as follows prior to ordering and construction/installation.

- The Design-Builder shall prepare and submit signage Plans and related details and schedules for Department Review and Comment prior to ordering and installing all signs.
- After the permanent sign locations have been staked, but prior to ordering any material for supports, the Design-Builder shall lead a field review for acceptance by the Department.
- The Design-Builder shall verify all support lengths at the site prior to erection.
- The Design-Builder shall install Project Information and 511 Signs during the installation of the construction signage, as per Traffic Memorandum No. 2403, which can be found in the Reference Documents.

All sign sheeting with a silver-white, yellow, red, green, brown, or blue background shall provide reflective sheeting of Encapsulated Lens or Micro-prismatic Lens material meeting or exceeding the minimum requirements for Type D or better as specified by AASHTO M 268. All existing signs that do not meet the

retro-reflectivity requirements shall be replaced. All existing post-mounted signing shall be removed and replaced with new sign faces and new breakaway supports.

All new sign sheeting shall be Type 3 Prismatic or better. All new signs shall meet the retro-reflectivity requirements. All new yellow reflective warning signs shall be fluorescent yellow.

3.8 Pavement

The Design-Builder shall construct all bus lane asphalt pavements (as part of PIN 132524.00, Liberty Lane to north of Northside Drive) using the pavement design in Attachment A and the *TDOT Roadway Design Guidelines – PDN*. The Design-Builder's CPM Schedule shall include time for installing tack coat and prime coat per the application rates in *TDOT Roadway Design Guidelines – PDN* and TDOT Standard Specifications.

The Design-Builder shall provide full-depth reconstruction of the asphalt pavement at any location where the Design-Builder vertically or horizontally realigns, adjusts (e.g. raises a grade), or removes and replaces a portion of the roadway cross section within either of the Project Limits (including travel lanes and shoulders).

No pavement scope is expected for PIN 125526.09 (the Walton to Wiley section) beyond needed pavement tie-in for the sidewalk work in accordance with the pavement design in Attachment A.

4 Traffic/Pedestrian Signals and Lighting

4.1 Standards and References

The Design-Builder shall design and construct the Work to adhere to following signals and lighting standards.

- Traffic signals shall be designed and constructed in accordance with Supplemental Specification ~~700SS~~, Special Provision 700SIG, Nashville Department of Transportation and Multimodal Infrastructure (NDOT) specifications, NDOT Special Provision 730N, TDOT Standard Traffic Design Drawings, ~~and the TDOT Traffic Design Manual~~, and the Manual on Uniform Traffic Control Devices (MUTCD).
- Lighting shall be designed and constructed in accordance with TDOT Traffic Design Manual, TDOT Standard Specifications, AASHTO Roadway Lighting Design Guide, National ~~Electric Code~~, National Fire Protection Association (NFPA) 70 – the National Electric Code (NEC), Institute of Electrical and Electronics Engineers (IEEE) – National Electric Safety Code (NESC), American National Standards Institute/Illuminating Engineering Society (ANSI/IES) RP-8 – Recommended Practice: Lighting Roadway and Parking Facilities, and FHWA Lighting Handbook.
- All proposed roadway lighting and signal infrastructure (including foundations) shall be designed in accordance with the requirements of the LRFD Standard Specifications for Structural Support for Highway Signs and Luminaires and Traffic Signals published by the American Association of State Highway and Transportation Officials, in addition to the TDOT Standard Traffic Design Drawings and TDOT Standard Specifications.
- All materials required for installation of lighting and signal infrastructure (including wire, conduit, and pull boxes) shall meet or exceed the requirements of TDOT, Nashville Electric Service (NES), and NDOT standards.
- The Design-Builder shall obtain all permits required for installation of lighting and signals. The Design-Builder shall coordinate with TDOT and/or NES to determine electric feed points.

4.2 Design and Construction Requirements

The Design-Builder shall obtain all permits required for installation and testing of the lighting and signals Work. The Design-Builder shall allocate fifteen (15) business days in the CPM Schedule for activities requiring NDOT, NES, or other third-party Review and Acceptance or Review and Comment.

The Design-Builder shall coordinate with the respective utility owner (e.g., NES) and provide electrical service for all signal and lighting devices included on the Project, including coordinating with TDOT, NDOT, and the utility owner (e.g., NES) to determine and implement the appropriate electric feed point. The Design-Builder shall pay all costs for providing electrical service. In addition, the Design-Builder shall pay all electric service's recurring costs until Substantial Completion.

4.2.1 Traffic/Pedestrian Signals

The Design-Builder shall prepare and submit signal Plans and construct the proposed traffic and/or pedestrian signals (including cabinets, controllers, traffic signal heads, wiring, detection equipment, conduit and pull boxes, traffic signal poles and associated traffic signal timing and all other materials and methods required to provide a fully functional and operational traffic signal) at the following intersections along Gallatin Pike (SR-6).

- PIN 125526.09
 - Walton Lane
 - Berkley Drive
 - Midblock crossing near E. Palestine Avenue
 - E. Palestine Avenue
 - Webster Street
 - Emmitt Avenue
 - Harrington Avenue
 - Madison Street / Harrison Street
 - Woodruff Street
 - Maple Street
 - Old Hickory Boulevard (SR-45)
 - Midblock crossing near Duling Avenue
- PIN 132524.00
 - Northside Drive
 - North Walmart Drive

The Design-Builder shall submit its signal Plans as part of its Definitive Design Plans for Department and NDOT Review and Comment, which shall be advanced prior to procuring any signal equipment. The Design-Builder shall develop and submit equipment cut sheets and/or shop drawings to the Department and NDOT (for Review and Comment) prior to installation of any signal equipment. The Design-Builder shall submit a material list to the Department and NDOT (for Review and Comment) prior to starting related construction Work.

The Design-Builder shall be responsible for active management of signals and operations until final acceptance of the Project. During this time, the Design-Builder shall implement and adjust (as needed) final signal timing to provide optimal traffic signal operations.

~~The Design-Builder shall provide final signal timing settings to NDOT as a condition of Substantial Completion.~~

~~———The Design-Builder shall warrant all equipment, except for the signal heads, to be free from defects in material and workmanship for three (3) years from Substantial Completion, unless otherwise noted. The signal heads shall be warranted for five (5) years to be free from defects in material and workmanship for three (3) years from Substantial Completion, unless otherwise noted.~~

4.2.1.1 SIGNAL HEADS

Signal heads shall be black with black aluminum back plates. Signal head equipment (i.e., the frame and illumination type) shall be reviewed by NDOT prior to the Design-Builder's ordering and installation.

Backplates shall be aluminum louvered dull non-reflective black finish with yellow raised reflective stripe. Signal heads shall include louvered backplates with a 1-inch minimum to 3-inch maximum yellow retro reflective border around the perimeter of the face of the backplate. The retro reflective border shall be fabricated of a type III prismatic or better material.

Visors shall be dull non-reflective black finish.

4.2.1.2 CONTROLLERS

The traffic signal cabinet shall be 8-phase NEMA TS2 type 1 compliant with NDOT specifications.

The Design-Builder shall procure and install traffic signal controllers complete with all incidental and auxiliary equipment (16 channel reno malfunction management unit (MMU), hardware and cabinet) necessary for installation and operation either as an isolated location or as part of a system of intersections. The Design-Builder shall procure and install all wiring and equipment necessary to activate the signal heads and operate the traffic signal to adhere to NDOT specifications.

All traffic controllers shall be Econolite Cobalt-C, capable of providing fully actuated operation, containing an ethernet port for communications to NDOT's network and complete with all software, firmware, and cabinet connections to allow the signal to operate on the existing NDOT communications system.

All traffic controllers shall be completely wired and configured as follows:

- A NDOT standard eight phase cabinet
- An eight-phase controller with flash memory / ethernet ports
- Signal monitor with download cable
- Eight load switches
- Eight flash transfer relays
- Radar detection unit with detectors for four approaches
- Flasher and any other equipment necessary to make an operational traffic signal based on the Design Documents
- Closed loop side panel
- Emergency vehicle preemption unit for approved approaches.

All equipment shall meet all national electrical manufacturer association standards.

4.2.1.3 RADAR DETECTION

Radar detection shall be Wavetronix Smartsensor Matrix. The Design-Builder shall procure and install all equipment necessary for radar detection in the traffic signal cabinet. Radar detection system shall include a system interface card to support ethernet communications to all processor units. The Design-Builder shall include all wiring and any control equipment necessary for a fully operational radar detection system.

4.2.1.4 SIGNAL TIMING

The Design-Builder shall contact NDOT a minimum of thirty (30) days prior to activation of any signal to obtain the initial signal timings. NDOT will institute the signal timing, including coordination and time-base programming, in the traffic signal controller.

4.2.1.5 ELECTRICAL SERVICE

The Design-Builder shall obtain any electrical permits required by NDOT and/or power service provider prior to beginning its related construction Work.

The Design-Builder shall install a 50-amp, 2-pole weatherproof external disconnect on pole with service connection. Enclosure shall be metallic with 50-amp, single-pole circuit breaker, or as required by the utility owner providing service.

4.2.1.6 PEDESTRIAN PUSH BUTTONS

No splicing of pushbutton control wires shall be permitted.

If more than one APS unit is installed on one corner of an intersection, the Design-BUILDER shall separate the units by a minimum of 10 feet. The Design-BUILDER shall provide a minimum of 5 feet of separation between multiple APS units installed in a median or on an island. If it is not feasible to provide the required spacing, all accessibility features required by MUTCD Section 4E.10-03 must be provided and configured.

4.2.1.7 WIRING

The Design-BUILDER shall label all cables in the traffic signal cabinet. The Design-BUILDER shall identify each wire by a circular plastic tag that is 1-inch in diameter with pre-printed lettering. Wiring shall be 14 gauge or larger per NDOT specifications. All cables shall be continuous runs with no splice points allowed, unless prior approved by NDOT.

4.2.2 Lighting

The Design-BUILDER shall prepare and submit lighting Plans and construct Project lighting as follows

- PIN 125526.09: lighting luminaires shall be attached to proposed signal poles at the following intersections
 - Midblock crossing near E. Palestine Avenue
 - Webster Street
 - Harrington Avenue
 - Woodruff Street
 - Maple Street
 - Midblock crossing near Duling Avenue
- PIN 132524.00: lighting luminaires shall be installed throughout the Liberty to Northside Project Limits
 - From Liberty Lane to N. Walmart Drive

The Design-BUILDER shall submit its lighting Plans and related calculations as part of its Definitive Design Plans for Department Review and Comment, which shall be advanced prior to procuring any lighting equipment. The Design-BUILDER's lighting Plans and calculations shall include design files using AGI32 software and layout sheets, which illustrate the photometrics that photometric target values are met for roadway, intersection, crosswalk, and sidewalk average illuminance and uniformity ratios.

All lighting shall be 3,000 K Correlated Color Temperature (CCT) LED lighting.

The Design-BUILDER shall procure and install only lighting fixtures and poles from the approved list of NES approved fixtures and approved poles detailed in Nashville Electric Service – Lighting Guidelines.

The Design-BUILDER shall not allow light pollution/light hindrance into residential areas during the construction Work. ~~The Design-BUILDER shall only use light fixtures for offset lighting approved by NES.~~ The maximum distance between offset or mast arm light poles shall not exceed 250 feet.

~~All~~ The Design-BUILDER shall conceal all wiring ~~shall be concealed~~ underground in minimum 2-inch schedule 40 PVC rigid conduit. The ~~conduit~~ Design-BUILDER shall ~~be installed~~ install a minimum depth of 26 inches as measured from finished subgrade.

7 RIGHT-OF-WAY (ROW)

The Department will acquire and provide for the Design-Builders use (at the Department's costs) the right-of-way (ROW) and TCEs needed to construct the Project as depicted on the ROW Exhibits (the "Planned ROW Limits").

The Department's responsibilities include performing all ROW acquisition activities, including advancing the ROW design (as depicted on the Base Technical Concepts) and completing all title reports and related ROW documentation, appraisals, appraisal reviews, and acquisitions in accordance with Tennessee Uniform Relocation Assistance Act of 1972 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).

Tables 1 and 2 list the ROW and availability dates that the Department will acquire for the Project, including TCEs that may be used to construct the Project.

Table 1: ROW Acquisition for PIN 125526.09

TRACT NO.	PROPERTY OWNER	FEE SIMPLE AREA TO BE ACQUIRED (SQ. FT.)	TEMPORARY CONST. ESMT (TCE) (SQ. FT.)	AVAILABILITY DATE (on or before)
4	Wildflower Properties, LLC a Delaware limited liability company	45	251	TBD March 31, 2027
5	Borchert Properties, Inc., a Florida Corporation	80	598	TBD March 31, 2027
6	Saint Joseph Catholic Church	309	1058	TBD March 31, 2027
7	Farad Davachi and Mehrnoosh Davachi	57	228	TBD March 31, 2027
8	WNR5 – Madison, LLC, a Tennessee Limited Liability Company	33	353	TBD March 31, 2027
12	Lisa D. Harris, James Robert Rippeteau, Trustee of the James Robert Rippeteau Trust and Jacqueline Marie Poe Conner	89	550	TBD March 31, 2027
14	Lisa D. Harris, James Robert Rippeteau, Trustee of the James Robert Rippeteau Trust and Jacqueline Marie Poe Conner	13	313	TBD March 31, 2027
15	James Sawyer Watts	<u>0</u>	1045	TBD March 31, 2027
17	1130 Gallatin Pike, LLC, a Texas limited liability company	<u>0</u>	1421	TBD March 31, 2027
19	Synced Properties, LLC, a Tennessee limited liability company	406	847	TBD March 31, 2027
20	Reality Income Corporation	70	165	TBD March 31, 2027
26	Jonathan D. Runion & Randall Volland	<u>0</u>	885 895	TBD March 31, 2027
30	McDonald's Corporation, a Delaware corporation	<u>0</u>	862	TBD March 31, 2027
34	Tennessee Quick Cash, Inc.	76	219	TBD March 31, 2027
36	Tennessee Operations, LLC, a Florida limited liability company and the Estate of Adel Gayed	<u>0</u>	502	TBD March 31, 2027
38	Mid Madison Marketplace, LLC	161	185	TBD March 31, 2027
39	721 Madison Square, LLC, a Texas limited liability company	426 424	0.323 AC.	TBD March 31, 2027
40	Salah Girgis	<u>0</u>	994	TBD March 31, 2027
42	7-Eleven, Inc., a Texas corporation	21	274	TBD March 31, 2027
51	Starr Frierson	122	835	TBD March 31, 2027

TRACT NO.	PROPERTY OWNER	FEE SIMPLE AREA TO BE ACQUIRED (SQ. FT.)	TEMPORARY CONST. ESMT (TCE) (SQ. FT.)	AVAILABILITY DATE (on or before)
52	Metropolitan Government of Nashville and Davidson County, Tenn. for the use and benefit of the Board of Education	0	578	TBD March 31, 2027
53	Pate Sisters Properties	173	345	TBD March 31, 2027
60	Walid M. Anki and Hanna M. Anki	0	364	TBD March 31, 2027
63	Truitt Clayton Ellis, as Trustee of the TCE 2025 Exempt Irrevocable Trust under Agreement dated February 21, 2025	0	192	TBD March 31, 2027
73	Salah Ayoub Girgis	125	229	TBD March 31, 2027
75	Juan A. Cruz and wife, Maria A. Pena Martinez	0	718	TBD March 31, 2027
76	BFS Retail & Commercial Operations, LLC, a Delaware limited liability company	0	550	TBD March 31, 2027
80	Ellen Rebecca Ramsay	0	0	March 31, 2027
85	Elite Globe Home and Trade LLC, a Tennessee limited liability company	0	569	TBD March 31, 2027
86	Kroger Limited Partnership I, an Ohio limited partnership	0	468	TBD March 31, 2027
87	Hill Center Five Points-Madison, LLC, a Tennessee limited liability company	0	386	TBD March 31, 2027
90	David Kim and Sun Y. Kim	0	473	TBD March 31, 2027
94	Urban Gate Properties, LLC, a Tennessee limited liability company	0	141	TBD March 31, 2027
95	John W. Henry B. Ellis Jr., Julie & Flory Daugherty Ellis-Starr Hill and Henry Bene, Co-Trustees, Ellis Davidson County Property Trust	0	778	TBD March 31, 2027
96	Madison Church of Christ, a Tennessee not for profit corporation	165	574	TBD March 31, 2027

Table 2: ROW Acquisition for PIN 132524.00

TRACT NO.	PROPERTY OWNER	FEE SIMPLE AREA TO BE ACQUIRED (SQ. FT.)	TEMPORARY CONST. ESMT (TCE) (SQ. FT.)	AVAILABILITY DATE (on or before)
3	127 AMM LLC, a Florida limited liability company	0	777	TBD March 31, 2027
6	Jerries Salim Husari, Salim Husari and Phillip Husari, as tenants in common	0	388	TBD March 31, 2027
7	Silverman Properties, LP, a Tennessee limited partnership	0	216	TBD March 31, 2027
9	Bank of the Ozarks, an Arkansas state bank	0	219	TBD March 31, 2027
15	Lois Madison LLC, a Delaware limited liability company	0	865	TBD March 31, 2027

If the actual acquisition date extends beyond the anticipated date, the Department will review the Design-Builder's time impact analysis for impacts to the Critical Path that may justify additional Contract Time. If warranted, additional time will be granted to extend the Contract Completion Date, but this extension will be non-compensable.

Additionally, the Design-Builder may rely on the Planned ROW Limits ~~identified on~~ the ROW Exhibit to construct the Project. If the Design-Builder identifies in its Definitive Design Documents Plans that additional ROW is required to fully adhere to the design and construction requirements detailed in ~~this~~ Section 3, the Design-Builder may request a Change Order for the Department to acquire additional ROW. If warranted, additional time will be granted to extend the Contract Completion Date, but this extension will be non-compensable. A Change Order will not be granted for the circumstances detailed in Section 7.2- or if the Design-Builder identifies the need for additional ROW after submittal of its initial Definitive Design Plan submittal.

In either instance, the Design-Builder shall work with the Department to re-sequence its CPM Schedule to reduce potential schedule delays associated with the additional ROW acquisition to the extent practicable.

7.1 ROW Limitations

7.1.1 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.

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. Open burning should not occur within 1,000 feet of an occupied dwelling.

The Design-Builder shall maintain a sufficient buffer or hold off zone around parcels that have not been acquired and/or around occupied properties to ensure compliance with ROW procedures prior to starting any construction-related ~~Work~~ Work in the affected areas. There should be no construction-related Work within the hold-off zone until the property is acquired and/or vacated. The Department will provide written notification before the Design-Builder can enter the hold-off zone.

7.1.2 Temporary Interest (including Temporary Construction Easements)

The Department does not anticipate the need for any temporary construction easements beyond what is listed in Tables 1 and 2 to complete the Project. The Design-Builder, at its sole cost and time in accordance with Section 7.2, shall be responsible for acquisition of any additional temporary locations or other temporary interests in property which the Design-Builder determines are necessary, desirable, or advisable to complete the Project. Such temporary interests may include rights for temporary Project-specific activities, such as construction work sites, temporary work areas, lay down areas, staging areas, storage areas, stockpiling areas, earth work material borrow sites, equipment parking areas, as well as any property needed for any temporary utility facilities being constructed by the Design-Builder.

As identified (either as part of the Planned ROW Limits or acquired in accordance with Section 7.2), the Design-Builder shall only use a temporary location, interest, or listed TCE for associated Work activities, access to properties, or other facilities. No permanent Project infrastructure, which will be owned and maintained by the Department or any others, shall be located within a temporary location or interest, including within the TCEs listed in Table 1 and 2.

7.2 Design-Builder's Additional ROW

If the Design-Builder's Design Documents require additional ROW or easements (temporary or permanent) beyond the Planned ROW Limits for the Design-Builder convenience, specific construction means and methods, or due to any errors, omissions, or negligence of the Design-Builder in performing the Work required by this Contract, the Design-Builder shall:

1. Obtain a concurring opinion from the Department as to the necessity for said additional ROW.
2. Be responsible for performing all of the required environmental studies, reports, and public involvement activities to comply with the NEPA requirements and obtain any required governmental approvals, including environmental approvals.
3. Be responsible for coordinating with all adverse impacts to utility owners caused by Design-Builder's proposed additional ROW.
 - a. Any utility rights acquired will require a replacement of rights. Design-Builder shall be responsible for acquiring any replacement utility property interests at the Design-Builder's sole cost and time.
 - b. All proposed utility easements must be agreed to and be acceptable to the receiving utility owner and be limited in replacing existing rights held by the utility owner.
 - c. The Department's assigned utility coordinator shall be included in all negotiations for replacing existing utility rights.
4. Bear all cost and time associated with the associated design and ROW change, including the costs and time of relocating displaced businesses or residents and the costs and time to secure a ROW certification from the Department for each additional property.
5. Provide mapping for additional ROW that includes proper survey location information. Obtain concurrence from the Department on the ROW plans and associated legal descriptions.
6. Comply with the Department's ROW standards, in addition to any other applicable governmental approval and governmental law.

If requesting additional property, the Design Documents (showing the approved priority and phasing) shall be submitted to the Department, and the ROW boundaries shall be surveyed and staked prior to the Design-Builder and Department proceeding with the ROW process. The Department is not liable for acquisition delays resulting from incomplete Design Documents or acquisition of any parcels not shown on the Base Technical Concept.

Once the Final Definitive Design Plans (Final DD Plans) are accepted, the Design-Builder shall account for the following durations (up to 20 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 3: ROW Acquisition Timelines

Activity	Estimated Timeframe	Responsible Party
Prepare ROW estimate (in parallel with the utility estimate)	5 weeks	Design-Builder
Prepare the Preliminary Group Inspection (PGI) Report	10 weeks	TDOT Department
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 Months	Design-Builder (TDOT/ Department (Department will lead

8 UTILITIES

The Project is not a Chapter 86 eligible project.

8.1 Utility Coordination Responsibilities

8.1.1 Department Responsibilities for Move Prior Utilities or Protect-in-Place Utilities

The Department has identified the following utilities (as listed in Tables 4 and 5) within each of the Project Limits and has evaluated potential impacts from the Base Technical Concept ~~to each~~ either a "move prior" utility or a utility that can be protected-in-place or has no conflict. More information for each utility is provided on the Department's Utility Impact Matrix.

Table 4: Move Prior or Protect-in-Place/No Conflict Utility Information for PIN 125526.09

<u>Utility Owner</u>	<u>Utility Type and Location</u>	<u>Location Reference (see Utility Impact Matrix)</u>	<u>Base Technical Concept Disposition</u>	<u>Anticipated Relocation/ Adjustment Date</u>
<u>COMCAST (Cable)</u>	<u>Underground Communications Line</u>	<u>1+96.65 LT</u> <u>54+81.93 LT</u> <u>76+80.23 LT</u> <u>87+43 - 92+12 LT</u> <u>98+21 - 99+80 LT</u>	<u>Minor line adjustments, protect-in-place</u>	<u>March 31, 2027</u>
<u>Nashville Electric Service (Overhead & Underground Electric)</u>	<u>Underground Electric Lines And Power Poles</u>	<u>1+96.56 - 1+96.56 LT</u> <u>2+76.95 - 2+76.95 RT</u> <u>31+15.55 - 31+15.55 RT</u> <u>32+67.26 - 32+67.26 RT</u> <u>32+73.29 - 32+73.29 RT</u> <u>32+75.41 - 32+75.41 LT</u> <u>33+66.13 - 33+66.13 LT</u> <u>33+63.14 - 33+63.14 RT</u> <u>33+61.95 - 33+61.95 RT</u> <u>39+72.37 - 39+72.37 RT</u> <u>41+44.91 - 41+44.91 RT</u> <u>41+54.38 - 41+54.38 RT</u> <u>43+09 - 43+09 LT</u> <u>43+77.07 - 43+77.07 LT</u> <u>43+87.59 - 43+87.59 RT</u> <u>44+42.42 - 44+42.42 LT</u> <u>44+50.57 - 44+50.57 LT</u> <u>49+43.03 - 49+43.03 LT</u> <u>50+26.5 - 50+26.5 LT</u> <u>54+25.8 - 54+25.8 LT</u> <u>55+17.13 - 55+17.13 LT</u> <u>61+04.17 - 61+04.17 LT</u> <u>60+83.8 - 60+83.8 RT</u> <u>59+81 - 59+81 LT</u> <u>76+90.87 - 76+90.87 RT</u> <u>81+31.54 - 81+31.54 RT</u> <u>81+44.08 - 81+44.08 LT</u> <u>82+04.72 - 82+04.72 LT</u> <u>88+71.48 - 88+71.48 RT</u> <u>87+24.89 - 87+24.89 RT</u> <u>91+88 - 91+88 RT</u> <u>93+63.33 - 93+63.33 RT</u> <u>88+15.08 - 88+15.08 LT</u> <u>98+40.75 - 98+40.75 LT</u>	<u>Move prior (raise overhead lines at identified locations, guy wire relocation)</u>	<u>March 31, 2027</u>

<u>Utility Owner</u>	<u>Utility Type and Location</u>	<u>Location Reference (see Utility Impact Matrix)</u>	<u>Base Technical Concept Disposition</u>	<u>Anticipated Relocation/ Adjustment Date</u>
<u>Spire (Formerly Piedmont Gas (Gas))</u>	<u>Underground Gas Lines and valves</u>	<u>1+65.35 - 100+08.00 LT/RT</u>	<u>Move prior</u>	<u>March 31, 2027</u>
<u>AT&T Fiber Optic Cable (Fiber Optic)</u>	<u>Underground Fiber Optic Line</u>	<u>41+40.50 - 43+66.5 LT</u> <u>54+15 - 57+00 LT</u> <u>59+83.55 - 61+10 LT</u> <u>59+83.55 - 61+10 LT</u> <u>96+30 - 100+15 LT</u>	<u>No conflict</u>	<u>N/A</u>
<u>Google Network (Fiber Optic)</u>	<u>Underground Fiber Optic Line</u>	<u>Outside the Project Limits</u>	<u>No conflict</u>	<u>N/A</u>

Table 5: Move Prior or Protect-in-Place/No Conflict Utility Information for PIN 132524.00

<u>Utility Owner</u>	<u>Utility Type and Location</u>	<u>Location Reference</u>	<u>Base Technical Concept Disposition</u>	<u>Anticipated Relocation/ Adjustment Date</u>
<u>AT&T (Telephone & Fiber Optic)</u>	<u>Overhead Communications and Fiber Optic Line</u>	<u>In-development</u>	<u>In-development</u>	<u>TBD</u>
<u>COMCAST XFINITY (Cable)</u>	<u>Underground Communications Line Pedestal</u>	<u>In-development</u> 110+67 RT <u>110+64.75 - 118+48.50 RT</u>	<u>In development</u> <u>Protect-in-place</u>	<u>TBD</u> <u>N/A</u>
<u>Metro Water & Sewer Service (Sanitary Sewer)</u>	<u>Underground Water and Sewer Lines</u>	<u>In-development</u>	<u>In-development</u>	<u>TBD</u>
<u>Madison Suburban Utility (Water)</u>	<u>Underground Water Line</u>	<u>In-development</u>	<u>In-development</u>	<u>TBD</u>
<u>Nashville Electric Service (Overhead & Underground (Electric))</u>	<u>Underground Electric Lines And Power Poles</u>	<u>In-development</u> 107+56 RT <u>109+03.25 LT</u> <u>109+74.75 RT</u> <u>110+67 RT</u> <u>111+30.75 LT</u> <u>113+52.25 RT</u> <u>117+44.75 RT</u> <u>119+41.25 RT</u>	<u>In development</u> <u>Protect-in-place</u>	<u>TBD</u> <u>March 31, 2027</u>
<u>Piedmont Gas (Gas)Madison Suburban Utility (Water)</u>	<u>Underground Gas LinesWater Facility / Fire Hydrant</u>	<u>In-development</u> 119+79.37 RT	<u>In development</u> <u>Avoid</u>	<u>TBD</u> <u>N/A</u>
<u>AT&T Fiber Optic Cable (Fiber Optic)Metro Water & Sewer Service (Sanitary Sewer)</u>	<u>Underground Fiber OpticSewer Line and Manholes</u>	<u>In-development</u> 109+53.50 LT <u>111+11.25 RT</u>	<u>In development</u> <u>Protect-in-place</u>	<u>TBD</u> <u>N/A</u>

While it is anticipated that construction Work will be required around the utilities being protected in place (as listed in Tables 4 and 5), the Department will coordinate relocation efforts for the balance-of-impactedmove

prior utilities ~~either before or concurrently with~~ the Design-Builder's construction Work begins (the "Advanced Utility Adjustments"). The Department's responsibilities include submitting utility coordination plans and receiving, reviewing, and approving responses, reimbursement agreements, easement agreements (if needed), and authorizing the utility owner to proceed with the Advanced Utility Adjustments.

The Design-Builder's Design Documents shall accommodate the Advanced Utility Adjustments. Any subsequent relocation, adjustments, removal, or alteration of the Advanced Utility Adjustments or alteration of a protect-in-place disposition listed in Tables 4 and 5, as required by the Design-Builder's Design Documents or its construction Work, shall be considered a change in design and the responsibility of the Design-Builder in accordance with Section 8.3.

The Design-Builder shall coordinate its construction Work considering the Advanced Utility Adjustments, limiting its construction of temporary or permanent improvements in or around the adjustment areas, not prevent the utilities from accessing the respective Project Limits to complete the utility owner's work, or otherwise not occupy the areas a utility owner is working in until after the relocation dates listed in Tables 4 and 5.

If the actual relocation/adjustment date extends beyond the anticipated relocation date, the Department will review the Design-Builder's time impact analysis for impacts to the Critical Path that may justify additional Contract Time. The Design-Builder shall work with the Department to re-sequence its CPM Schedule to reduce potential schedule delays associated with the additional utility adjustment to the extent practicable. If warranted, additional time will be granted to extend the Contract Completion date, but this extension will be non-compensable.

8.1.2 Design-Builder Responsibilities for Move-In-State Utilities

Through the early utility notification process and the Department's initial survey efforts, the Department has identified the following "move-in-state" (MIS) utilities within each of the Project Limits as listed in Table 6 and Table 7. More information for each utility is provided on the Department's Utility Impact Matrix.

Table 6: MIS Utility Information for PIN 125526.09

<u>Utility Owner</u>	<u>Utility Type and Location</u>	<u>Location Reference</u>	<u>Notes</u>
<u>AT&T (Telephone & Fiber Optic)</u>	<u>Overhead Communications and Fiber Optic Line</u>	<u>50+21 - 50+75 LT</u> <u>50+26.5 - 50+26.5 LT</u> <u>49+64.52 - 49+64.52 LT</u> <u>41+40.50 - 43+66.5 LT</u> <u>54+15 - 57+00 LT</u> <u>59+83.55 - 61+10 LT</u> <u>59+83.55 - 61+10 LT</u> <u>76+80.23 - 76+96.23 LT</u> <u>96+30 - 100+15 LT</u>	
<u>COMCAST (Cable)</u>	<u>Underground Communications Line</u>	<u>TBD</u>	
<u>Metro Water & Sewer Service (Sanitary Sewer)</u>	<u>Underground Water and Sewer Lines</u>	<u>2+57.90 - 3+43.00 LT</u> <u>87+77 - 92+12 LT</u> <u>104+60 - 104+71 LT/RT</u>	

<u>Utility Owner</u>	<u>Utility Type and Location</u>	<u>Location Reference</u>	<u>Notes</u>
	<u>Sewer Manhole</u>	<u>2+57.90 - 3+43.00 LT</u> <u>87+17 LT</u> <u>88+40 LT</u> <u>104+60 RT</u> <u>104+71 LT</u>	
<u>Madison Suburban Utility (Water)</u>	<u>Underground Water Line</u>	<u>TBD</u>	
<u>Nashville Electric Service (Overhead & Underground Electric)</u>	<u>Underground Electric Lines And Power Poles</u>	<u>1+96.56 LT</u> <u>31+15.55 RT</u> <u>32+73.29 RT</u> <u>32+75.41 LT</u> <u>33+66.13 LT</u>	
<u>XO Communications Verizon (Fiber Optic)</u>	<u>Underground Fiber Optic Line</u>	<u>86+73 - 88+13 LT</u>	

Table 7: MIS Utility Information for PIN 132524.00

<u>Utility Owner</u>	<u>Utility Type and Location</u>	<u>Location Reference</u>	<u>Notes</u>
<u>Nashville Electric Service (Electric)</u>	<u>Underground Electric Lines And Power Poles</u>	<u>111+30.75 LT</u>	<u>Light pole to be removed</u>
<u>AT&T Fiber Optic Cable (Fiber Optic)</u>	<u>Underground Copper Line</u>	<u>106+00 - 110+75 RT</u>	
<u>XO Communications Verizon (Fiber Optic)</u>	<u>Underground Fiber Line</u>	<u>107+27 - 109+51.52 LT</u>	

After acceptance of the final Definitive Design Plans (Final DD Plans), the Design-Builder shall lead coordination efforts for all MIS utilities (as listed in Table 6 and 7) or any other utility not identified in accordance with Section 8.2.2. This includes the Design-Builder:

- Preparing the Utility Coordination Plans (based on the Final DD Plans) and associated correspondence to send to the impacted utility owners. The Design-Builder's responsibilities during this time may include leading a kickoff meeting with the utility owners to communicate forthcoming work efforts and utility requirements.
- Overseeing the utility coordination timeline required under TCA 54-5-854, which states:
 - The utility owner is to respond within one hundred and twenty (120) calendar days of receiving the Definitive Design Plans (A-date). A utility owner's response will include the "A-Date Package," which includes color coded relocation plans (rainbows), a schedule of calendar days, and an estimate of cost in order to generate the Utility Relocation Agreement. The "A-date" may be extended an additional forty-five (45) calendar days upon request of the utility owner and approval by TDOT, meaning that the CPM Schedule shall account for a total duration of one hundred and sixty-five (165) days for this step in the utility coordination process.

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	Department
Send "put to work" letters	3 weeks	Department
Receive B-Date Package(s) (if an MIS) and/or complete the relocation/adjustment work	Timing to be coordinated with the utility owner based on the A-Date Package and/or B-Date Package (for MIS work)	Utility Owner

8.2 Design and Construction Requirements

8.2.1 Utility Survey

As part of its initial field survey Work, the Design-Builder shall locate all utilities in each of the Project Limits and shall include the survey data in the Definitive Design Plans. Additionally, the Design-Builder shall develop its Design Documents and its Utility Conflict Matrix (see requirements in Section 8.2.2 below) to include all required utility information as listed in Section 6.2.2 of the DB Standard Guidance. The Design-Builder shall determine the exact locations of each utility in the field by contacting the utility owners involved. Notification by calling the Tennessee One Call System (as required by TCA 65-31-106) is required, in addition to the Design-Builder monitoring each utility owner's responses to its locate requests per TCA 65-31-118. The Design-Builder shall submit a property packet used to establish the existing ROW, One-Call tickets for utility location, and any other pertinent information via email or file share to the Department.

8.2.2 Utility Due Diligence

~~The~~Additionally, the Department has provided certain utility information in the Reference Documents (see the Department's Utility Impact Matrix) and this Section ~~78~~. The Design-Builder shall analyze the utility information, contact and make inquiries of utility owners, perform surface inspections and field survey of the Project's ROW, (see Section 8.2.1 above), and perform such additional inspections (including potholing) as it deems appropriate to verify that the information provided by the Department fully and accurately identifies all utilities within each of the Project Limits, addresses all field conditions, and to supplement the utility information. Within ninety (90) Calendar Days from the initial NTP, the Design-Builder shall submit for Department Review and Approval the Design-Builder's Utility Conflict Matrix reflecting the existence and disposition of any and all utilities likely to be impacted by the Project: (including all Department prior move and Design-Builder MIS utilities).

If any utility located within either of the Planned ROW~~Project~~ Limits ~~and requiring that requires~~ actual relocation is not identified in the utility information provided by the Department or is misidentified therein, but is timely identified by the Design-Builder on the Design-Builder's Utility Conflict Matrix within the first ninety (90) days, then the Design-Builder may be entitled to a Change Order for performing ~~work~~Work directly attributable to such lacking or inaccurate information. The Design-Builder shall work with the Department to re-sequence its CPM Schedule to reduce potential schedule delays associated with the additional utility adjustment to the extent practicable. If warranted, additional time will be granted to extend the Contract Completion Date, but this extension will be non-compensable.

However, the Design-Builder shall not be entitled to a Change Order for any of the following:

- Increased costs of the Work attributable to unidentified or misidentified Utilities to the extent that the existence of the facility was known to the Design-Builder as of the Proposal due date or could have been inferred from a reasonable investigation or the presence of other facilities, such as buildings,

meters, junction boxes, manholes or identifying markers, visible during a surface inspection of the area conducted prior to the Proposal due date;

- Increased costs of the Work attributable to unidentified or misidentified utilities where Design-Builder failed to provide timely notice in the time allowed (i.e., on its Utility Conflict Matrix submitted within 90 days of the initial NTP).
- Increased costs of the Work attributable to misidentified or unidentified utilities that can be protected in place or removed rather than physically relocated;
- The costs of Design-Builder's supplemental utility investigation performed in accordance with its due diligence of the Project Limits; and/or
- Delay and disruption damages.

8.2.3 General

The Design-Builder shall make all reasonable efforts to design and construct the Project to continue 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. Notification by calling the Tennessee One Call System, at 1-800-351-1111 as required by T.C.A. § 65-31-106 will be required.

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 all applicable property rights and applicable permits, including any environmental permits.

8.3 Design-Builder's Changes in Design

For purposes of this Section 8, a change in design is the modification of the Design-Builder's Design Documents that:

- Require a change to the disposition of a utility listed in Table 4 and 5,
- Requires adjustment of a utility that was not listed in Table 4 and 5,

- Require subsequent relocations, adjustments, removals, or alterations for any of the Advanced Utility Adjustments, 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 Design-Builder and Department's utility coordination and the utility owner's relocation/adjustment efforts. If the Department agrees with the Design-Builder's alterations, the Design-Builder shall complete at its cost and account for the ~~following~~noted utility coordination tasks and timelines (as listed in Section 8.~~3.1.2~~ and Section 8.~~1.3.2~~, respectively) in the CPM Schedule without any increase to the Contract Amount or extension to the Contract Completion Date.

- Photo summary of each feature including photo views of the location of the proposed alteration and wetland boundaries.

Water resource determinations shall be completed by a Tennessee Qualified Hydrologic Professional (TN-QHP). The certification for the TN-QHP must be submitted along with the Hydrologic Determination Field Data Sheet for the individual preparing the data sheets and forms. All additional environmental field studies are to be performed by the Design-Builder's personnel with the required qualifications.

9.1.4 State or Federal Endangered / Threatened Species

Based on the Pedestrian Road Safety Initiative, a field review of the Project area and a review of the TDEC Division of Natural Areas Rare Species Database, both Project PINs are covered by the 2022 Grouped Programmatic No Effect Activities Agreement between TDOT and FHWA, the 2023 Memorandum of Agreement between TDOT, FHWA, and the TDEC Division of Natural Areas, and the 2022 Memorandum of Agreement between TDOT, FHWA, and the Tennessee Wildlife Resources Agency.

If the Design-Builder requires any additional ROW (e.g., fee simple or easement) or needs to work outside the ETSA or alters the scope to require additional study not previously completed within the Project's ETSA, the Design-Builder shall be responsible for the time and cost to coordinate any additional review(s) and lead all effort to document and address any proposed changes with the appropriate environmental agency. The Design-Builder shall contact the Department prior to any coordination with the resource agencies.

The Design-Builder's coordination with resource agencies shall, at a minimum, include the following information:

- A clear description of the Project changes to be reviewed,
- Timing and schedule for implementation of the changes,
- Maps showing location of changes (if applicable),
- Plans documenting the changes,
- Description of how the changes maintain compliance with existing environmental commitments, and
- Previous coordination responses from the resource agencies.

If a NEPA re-evaluation is required (also see Section [89.1.7](#)), the Design-Builder shall be responsible for the time and cost necessary to prepare the re-evaluation and adhere to any additional environmental commitments required by the resource agencies because of the agency review. These commitments may include preparation of species reports or biological assessments, species surveys, species sweeps and relocations, additional prohibitions on the Work during designated time periods, and any required species monitoring.

If required, the Design-Builder shall (in consultation with the Department) allow adequate time in the CPM Schedule for this agency coordination to occur.

9.1.5 Other Natural Resources

The Design-Builder shall ensure identification, survey, and monitoring of other natural resources. The Design-Builder shall work with the Department to coordinate with regulatory agencies (e.g., TDEC) as necessary and to obtain any necessary permits for modifications to the natural resources.

9.1.6 GPS/GIS Data Collection

The Design-Builder's data collection for streams, wetlands, springs, sinkholes, or other jurisdictional features shall be with mapping grade accuracy (defined as sub meter).

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 Design-Builder shall provide a copy of each inspection report to the Department.

The Design-Builder shall place and treat sediment removed from sediment control structures in a manner so that the sediment is contained within each of 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 either of 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 that 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 that 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, the Design-Builder shall repair, replace, or modify EPSC measures found to be ineffective 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, the Design-Builder shall provide written documentation in the field diary and EPSC inspection report. An estimated repair, replacement, or modification schedule shall be documented within 24-hours of identification. The Design-Builder shall bear all costs and time associated with modifications made to these measures, and all modifications shall be concurred with by the Department.

The Design-Builder may remove temporary EPSC measures 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.

The Design-Builder shall minimize offsite vehicle tracking of sediments and the generation of dust. The Design-Builder shall provide a stabilized construction access (a point of entrance/exit to the construction project) 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 Review and Approval.

The Design-Builder shall update the EPSC plans 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 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. The Design-Builder shall remove these materials 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, the Design-Builder shall remove materials used for EPSC from the site.

9.3.1.3 NPDES PERMIT REQUIREMENTS

A TDEC National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) for construction stormwater runoff is required for this Project. The Design-Builder shall develop its EPSC sheets and the Storm Water Pollution Prevention Plan (SWPPP) to obtain the NPDES CGP for the Project.

The Design-Builder shall prepare a SWPPP, Documentation and Permits Binder, and a Notice of Intent (NOI) using the Department's template 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 \(tn.gov\)](https://www.tn.gov/environment/npdes). The Design-Builder shall use the SWPPP template 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 Design-Builder shall submit the SWPPP and NOI 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 submitting the SWPPP for coverage under the CGP shall be submitted to both TDEC and the Department for their records.

The Design-Builder shall prepare EPSC plans detailing best management practices (BMPs) to prevent erosion, control sedimentation, and prevent the discharge of any pollutants from leaving either of the Project Limits and 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/United States or on adjacent property owners, as well as comply with the terms of the TDEC NPDES CGP.

9.3.1.4 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, the Design-Builder shall prepare and maintain a report 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 the Design-Builder. 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 within each of the Project Limits in an open area such that measurements will not be influenced by outside factors. The Design-Builder shall initiate rainfall monitoring 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. Recorded data should include the date of the rain event, amount of rainfall and the approximate duration.

Inspectors performing the required twice weekly inspections must have:

- A valid certification from the "Fundamentals of Erosion Prevention and Sediment Control Level I" course and licensed professional engineer or landscape architect,
- Certified Professional in Erosion and Sediment Control (CPESC) certification, or
- A person who has successfully completed 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 shall 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 Design-Builder temporary interest sites (including waste and borrow areas).

9.3.1.5 NONCOMPLIANCE DETERMINATIONS

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 compensation or time extension for any work suspension associated with a non-compliance determination. Any monetary fees and/or fines associated with any violations shall be the sole responsibility 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 TDOT Environmental Division – Environmental Engineering Office – Permits Unit prior to submittal to the agency.

9.3.2 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

10 CONSTRUCTION

The Design-Builder's construction Work shall meet the requirements of the TDOT Standard Specifications, supplemental specifications, the relevant 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 – PDN* are adhered to during all construction Work.

10.1 Construction Services

The Design-Builder shall supervise and administer all construction Work in accordance with the Contract requirements. The Design-Builder shall perform all other construction Work required to complete the Project in conformance with all Contract requirements. Notably, the Design-Builder shall:

- Comply with all applicable laws.
- Keep the Work location and its vicinity free from accumulation of waste materials and rubbish caused by the Design-Builder's operations.
- Repair, at its expense, any area that is disturbed outside limits of the construction Work over the duration of the Project. Note: all repaired areas shall be inspected and be deemed satisfactory by the Department.
- Coordinate its Work with that of other contractors and utility owners working on or near either of the Project Limits. Note: The Design-Builder shall consider the schedule of other contractors when developing the CPM Schedule to maintain continuity of Work and compliance with the Contract Time.

10.2 Construction Submittals

The Design-Builder shall submit Plan revisions of approved design and field changes to the Department within two weeks after approval of each change. As required in the DB Standard Guidance, all field design changes shall be incorporated into the As-Built Plans.

10.3 Acceptance of Material

All materials used on this Project shall meet the requirements set forth in the Contract Documents, Design Documents/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) ([Standard Operating Procedures](#)). The Design-Builder shall communicate what materials will be used in the Project, along with estimated quantities, in sufficient time that adequate samples and/or acceptance testing can be performed by Department 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 its construction Work for the Project. However, this does not relieve the Design-Builder of the responsibility to protect the public, environment, and private property.

No partial payments, including payment for stockpile materials, shall be made before Work begins.

10.4 Maintenance During Construction

The Design-Builder shall prepare and submit (prior to starting any construction Work) a Maintenance Plan for Department Review and Approval that meets the requirements of the TDOT Standard Specifications (including Section 104.05), the DB Standard Guidance, and this Section. The Design-Builder is responsible for the maintenance of each of the Project Limits in accordance with these requirements and the approved Maintenance Plan from the date of the Notice to Proceed for the construction Work until Project completion and acceptance by the Department.

10.4.1 General Requirements

The Design-Builder shall maintain all components of the transportation system within each of the Project Limits, which shall include asphalt roadway, signing, existing signals and lighting infrastructure, and guardrail.

Prior to receiving Notice to Proceed for the construction Work, the Department and Design-Builder shall complete a preconstruction maintenance survey of the existing conditions within each of the Project Limits. For any existing areas/facilities previously in a state of disrepair or damaged prior to when the Design-Builder's maintenance responsibilities begin, the Department will coordinate with Design-Builder on the extent of the repair, timing for the repair, and potential payment for the repair as additional Work.

10.4.2 ROW Mowing and Litter Removal

As part of its Maintenance Plan, the Design-Builder shall detail its approach to general housekeeping of each of the Project Limits (e.g., mowing, litter removal, vandalization mitigation). The Design-Builder shall perform ROW mowing (minimally four mowing cycles each year) and litter and graffiti removal (minimally monthly) within each of the Project Limits to provide a consistent vegetation height and a clean, non-littered appearance.

The Design-Builder shall propose and the Department will direct the Design-Builder on the exact dates for the annual mowing cycles.

10.4.3 Acceptance of the Project

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

10.4.4 Maintenance of Traffic

Prior to starting any Work requiring traffic control, the Design-Builder shall prepare and submit a Transportation Management Plan (TMP) for Department Review and Approval (also see Section 5.2.14 of the DB Standard Guidance for additional information). The TMP shall include related temporary traffic control (TTC) strategies and TTC Plans (inclusive of pedestrian and bicycle protection) prepared alongside the Design Documents. Traffic control design shall be in accordance with TDOT Standard Traffic Design Drawings and the MUTCD.

10.4.4.1 WORK RESTRICTIONS

The Design-Builder shall only work on a single block at a time within the Walton to Wiley section of the Project Limits. Within these Project Limits, Work at an intersection shall be limited to one corner of the intersection at a time in order to maintain pedestrian movement/access throughout construction.

Throughout both the Walton to Wiley section of the Project Limits and the Liberty to Northside section of the Project Limits, pedestrian and bicycle traffic shall be maintained in accordance with TDOT Standard Traffic Design Drawings. Traffic shall be maintained on existing travel and bicycle lanes, except in areas where closures are needed for construction. Lane closures shall be permitted, but shall be limited to single day activities and only during active work periods in accordance with SP 108B.

Lane closures shall be maintained in accordance with TDOT Standard Traffic Design Drawings. As detailed in SP 108B, the Design-Builder shall obtain the required permits from NDOT for any temporary lane closures on roadways under NDOT jurisdiction. For lane closures where an existing bicycle lane is present, a temporary 4-foot bike lane shall be provided.

The Design-Builder shall not close or prevent use of consecutive bus stops throughout both sections of the Project Limits.

~~10.4.4.2 UNIFORMED LAW ENFORCEMENT OFFICERS~~

~~In accordance with SP 712U, the Design Builder shall use Uniformed Law Enforcement Officers (ULEOs) during its construction Work to enhance traffic safety and supplement its traffic control for the Project. The Design Builder shall establish the timing for and number of proposed ULEOs as part of its TMP and called out in its TTC Plans for Department Review and Comment. The Department will reimburse the Design-Builder for use of the approved ULEOs as part of a Department established allowance (beyond the Contract Amount) in accordance with SP 712U.~~

10.5 Construction Signage

Access to all side roads, business entrances, and driveways shall be maintained during the construction Work unless specified elsewhere in the Contract Documents.

All construction signing shall be in strict accordance with the current edition of the MUTCD.

10.6 Disposal

All disposal activities shall be in accordance with the TDOT *Waste and Borrow Manual*.

Borrow and waste disposal areas shall be located in non-wetland areas and above the 100-year FEMA floodplain. Borrow and waste disposal areas shall not affect any Waters of the State/U.S. unless these areas are specifically covered by environmental water quality and construction permits.

10.7 Department Inspections

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

Should the Project have repeat non-conformance reports on QA Inspections, water quality violations, or a NOV, the Department may increase the frequency of QA inspections to two per month. The extra QA inspection will occur until the Project has been brought back into compliance for two consecutive QA inspections.

The Design-Builder will bear all cost and time associated with any work related to the additional QA inspections or non-compliance determinations, including compensating the Department for the additional QA inspections. The Design-Builder shall be solely responsible for any monetary fees and/or fines associated with any violations, as assessed by the Department or the regulatory agencies.