



**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

September 23, 2026

**Re: ADDENDUM #1
 Contract No. DB2504
 County: Davidson County**

To Whom it May Concern:

This addendum revises the RFP sections as noted in the following revised sheets. The Proposer must acknowledge this addendum by completing Form C in the RFP Forms on the Project website.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan Vogel".

Jonathan Vogel, PE
TDOT Project Manager
Alternative Delivery – Region 3



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build RFP

Book 1 Instructions to Proposer (ITP)

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**

Final RFP: June 2026

Addendum #1: September 23, 2026

Event/Submittal	Date/Time
Proposer's final deadline for submittal of Form QR and requests for QPL determination	September 15, 2026 3:00 PM CDT
TDOT's last response on Form QR and requests for QPL determination	September 23, 2026
TDOT's issuance of last addendum	
Proposer's Qualifications, Technical Proposal, and Price Proposal Due Date	October 27, 2026 3:00 PM EST <u>central time</u>
Public Price Proposal opening	November 2026
Notice of Best Evaluated Design-Builder	December 2026
Anticipated award of design-build contract (or rejection of all Proposal)	December 2026/January 2027
Anticipated issuance of initial notice to proceed ²	January 14, 2027

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)**.
- Coordinate/communicate with all stakeholders listed in the RFP or as identified during the Project.



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build

Book 2 Contract

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**

Final RFP: June 2026

Addendum #1: September 23, 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 ~~w~~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 ~~w~~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 Tenn. Code Ann. 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.

4.2 Commencement of Services

The Design-Builder is authorized to commence the wWork 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 wWork to be done under the Contract, except for punch list and plant/vegetation establishment, by [Enter #] Calendar Days after the Effective Date (the "Contract Completion Date").

5 COMPENSATION

5.1 Contract Amount

The Department agrees to compensate the Design-Builder for all wWork 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 wWork. 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 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 or Extra Work until the Department has issued a properly authorized Change Order, and the Design-Builder shall perform all such Work strictly in accordance with the terms of the Change Order.

7 INSURANCE AND BONDING REQUIREMENTS

7.1 Insurance Requirements

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

- **Commercial General Liability:** The Design-Builder agrees to maintain commercial general liability insurance to be no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate limit, and \$2,000,000 completed operations aggregate.
- **Professional Liability:** The Design-Builder, being an independent contractor, agrees to maintain professional liability (errors and omissions) insurance in such an amount (\$1,000,000 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 work itself.

The Design-Builder shall be responsible for any and all injury or damage to persons or to property arising from the prosecution of the work and due to any act, omission, neglect or misconduct in its manner or method of prosecuting the work or due to its non-execution of the work or due to defective work or materials. The Design-Builder shall indemnify and hold harmless the State, the Department, and all of its officers, agents, and employees from all suits, actions or claims of any character arising from the Design Builder's acts or omissions in the prosecution of the Work, use of unacceptable materials in constructing the work, infringement of patent, trademark or copyright, or claims for Workers' Compensation.

If any such suit, action or claim is filed, the Department may retain from the monies due to the Design-Builder under this Contract a sum deemed sufficient by the Department to protect the Department from loss therefrom. Upon resolution of the suit, action or claim, any remaining retained funds will be released.

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

8 OWNERSHIP AND USE OF WORK PRODUCT OF THE DESIGN

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

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

9 PROJECT RECORDS

9.1 Financial and Other Project Records

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

14 MISCELLANEOUS PROVISIONS

14.1 Employment of Department Workers

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

14.2 Covenant Against Contingent Fees

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

14.3 Energy Policy and Conservation Act

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

14.4 Additional Employment Regulations

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

14.5 Copyrighting

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

14.6 Governing Law; Jurisdiction; Venue

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

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

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.

APPENDIX A

RESERVED 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. The listed Supplemental Specifications may be obtained from the Department's website at:

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

<u>Section Number</u>	<u>Revision Date</u>
<u>Supplemental Specification to Section 100</u>	<u>8/20/2026</u>
<u>Supplemental Specification to Section 600</u>	<u>8/20/2026</u>



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build

Book 3 Project Specific Information

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**

Final RFP: June 2026

Addendum #1: September 23, 2026

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	March 31 April 30, 2027
5	Borchert Properties, Inc., a Florida Corporation	80	598	March 31 April 30, 2027
6	Saint Joseph Catholic Church	309	1058	March 31 April 30, 2027
7	Farad Davachi and Mehrnoosh Davachi	57	228	March 31, 2027
8	WNR5 – Madison, LLC, a Tennessee Limited Liability Company	33	353	March May 31, 2027
12	Lisa D. Harris, James Robert Rippeteau, Trustee of the James Robert Rippeteau Trust and Jacqueline Marie Poe Conner	89	550	March 31 April 30, 2027
14	Lisa D. Harris, James Robert Rippeteau, Trustee of the James Robert Rippeteau Trust and Jacqueline Marie Poe Conner	13	313	March 31 April 30, 2027
15	James Sawyer Watts	0	1045	March 31, 2027
17	1130 Gallatin Pike, LLC	0	1421	March 31 April 30, 2027
19	Synced Properties, LLC	406	847	March 31 April 30, 2027
20	Reality Income Corporation	70	165	March 31 April 30, 2027
26	Jonathan D. Runion & Randall Volland	0	895	March 31 April 30, 2027
30	McDonald's Corporation, a Delaware corporation	0	862	March 31 April 30, 2027
34	Tennessee Quick Cash, Inc.	76	219	March 31, 2027
36	Tennessee Operations, LLC, a Florida limited liability company and the Estate of Adel Gayed	0	502	March 31 April 30, 2027
38	Mid Madison Marketplace, LLC	161	185	March 31 April 30, 2027
39	721 Madison Square, LLC, a Texas limited liability company	424	0.323 AC.	March 31 April 30, 2027
40	Salah Girgis	0	994	March 31 April 30, 2027
42	7-Eleven, Inc., a Texas corporation	21	274	March 31 April 30, 2027
51	Starr Frierson	122	835	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	March 31 April 30, 2027
53	Pate Sisters Properties	173	345	March May 31, 2027
60	Walid M. Anki and Hanna M. Anki	0	364	March 31, 2027
63	Truitt Clayton Ellis, as Trustee of the TCE 2025 Exempt Irrevocable Trust under Agreement dated February 21, 2025	0	192	March 31, 2027
73	Salah Ayoub Girgis	125	229	March 31 April 30, 2027
75	Juan A. Cruz and wife, Maria A. Pena Martinez	0	718	March 31 April 30, 2027
76	BFS Retail & Commercial Operations, LLC, a Delaware limited liability company	0	550	March 31 April 30, 2027
80	Ellen Rebecca Ramsay	0	0	March 31 April 30, 2027
85	Elite Globe Home and Trade LLC, a Tennessee limited liability company	0	569	March 31 April 30, 2027
86	Kroger Limited Partnership I, an Ohio limited partnership	0	468	March 31 April 30, 2027
87	Hill Center Five Points-Madison, LLC	0	386	March 31 April 30, 2027
90	David Kim and Sun Y. Kim	0	473	March 31 April 30, 2027
94	Urban Gate Properties, LLC, a Tennessee limited liability company	0	141	March 31 April 30, 2027
95	Henry B. Ellis & Flory Daugherty Ellis, Co-Trustees, Ellis Davidson County Property Trust	0	778	March 31 April 30, 2027
96	Madison Church of Christ, a Tennessee not for profit corporation	165	574	March 31 April 30, 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	March 31 April 30, 2027
6	Jerries Salim Husari, Salim Husari and Phillip Husari, as tenants in common	0	388	March 31 April 30, 2027
7	Silverman Properties, LP, a Tennessee limited partnership	0	216	March 31 April 30, 2027
9	Bank of the Ozarks, an Arkansas state bank	0	219	March 31 April 30, 2027
15	Lois Madison LLC, a Delaware limited liability company	0	865	March 31 April 30, 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.

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	Department
Stake the ROW and perform appraisals (including time for TDOT's appraisal reviews)	54 months	Design-BUILDER
<u>Appraisal reviews</u>	<u>60 Calendar Days</u>	<u>Department</u>
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/Department (Department will lead condemnation efforts as encountered)

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 as 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

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

Utility Owner	Utility Type and Location	Location Reference (see Utility Impact Matrix)	Base Technical Concept Disposition	Anticipated Relocation/ Adjustment Date
		88+15.08 LT 98+40.75 LT		
Spire (Formerly Piedmont Gas (Gas))	Underground Gas Lines and valves	1+65.35 - 100+08.00 LT/RT	Move prior	March January 31, 2027
AT&T Fiber Optic Cable (Fiber Optic) Metro Water & Sewer Service (Sanitary Sewer)	Underground Fiber Optic Sewer Line	41+40.50 - 43+66.58 77 - 92+12 LT 54+15 - 57+00 LT 59+83.55 - 61+10 LT 59+83.55 - 61+10 LT 96+30 - 100+15 LT	No conflict Protect-in-place	N/A
Google Network (Fiber Optic)	Underground Fiber Optic Line	Outside the Project Limits	No conflict	N/A

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

Utility Owner	Utility Type and Location	Location Reference	Base Technical Concept Disposition	Anticipated Relocation/ Adjustment Date
COMCAST XFINITY (Cable)	Communications Pedestal	110+67 RT 110+64.75 - 118+48.50 RT	Protect-in-place	N/A
Nashville Electric Service (Electric)	Underground Electric Lines And Power Poles	107+56 RT 109+03.25 LT 109+74.75 RT 110+67 RT 111+30.75 LT (MP) 111+62 RT (MP) 113+52.25 RT 117+44.75 RT 119+41.25 RT	Protect-in-place	March 31, 2027 N/A
Madison Suburban Utility (Water)	Water Facility / Fire Hydrant	119+79.37 RT	Avoid	N/A
Verizon (XO)	Underground Fiber	107+27 - 109+51.52 LT	Move Prior	February 15, 2027
Metro Water & Sewer Service (Sanitary Sewer)	Underground Sewer Line and Manholes	109+53.50 LT 111+11.25 RT	Protect-in-place	N/A

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 move prior utilities before 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

Utility Owner	Utility Type and Location	Location Reference	Notes
AT&T (Telephone & Fiber Optic)	Overhead Communications and Fiber Optic Line	50+21-50+75 LT 50+26.5 LT 49+64.52-52 LT 41+40.50-25 LT 43+66.509 LT 50+25 LT (Remove Pole) 51+15 LT (Remove Pole) 53+75 LT 54+15-57+00 LT 59+83.55-61+107.5 LT & RT 59+83.55-61+10 LT 76+80.23-76+96.23 LT 96+30-100+15 LT	
COMCAST (Cable)	Underground Communications Line	TBD	
Metro Water & Sewer Service (Sanitary Sewer)	Underground Water and Sewer Lines	2+57.90 - 3+43.00 LT 87+77-92+12 LT 104+60 - 104+71 LT/RT	
	Sewer Manhole	2+57.90 - 3+43.00 LT 87+17 LT 88+40 LT 104+60 RT 104+71 LT	
Madison Suburban Utility (Water)	Underground Water Line	TBD	
Nashville Electric Service (Overhead & Underground)	Underground Electric Lines	1+96.56 LT 31+15.55 RT	<u>Valves and meters may have to be adjusted as needed.</u>

Utility Owner	Utility Type and Location	Location Reference	Notes
Electric)Madison Suburban Utility (Water)	And Power PolesWater Line	32+73.29 RT 32+75.41 LT 33+66.13 LT 31+45.45- 33+89.61 RT, 41+52.42 RT, 44+50-44+58 LT, 44+18- 44+29 RT, 54+25-54+41 LT, 54+29.37 LT, 55+77.50- 55+83.50 LT, 91+31 RT, 87+83 RT, 87+33 RT, 91+79 RT, 91+55 RT	
XO Communications Verizon (Fiber Optic)	Underground Fiber Optic Line	86+73—88+13 LT	

Table 7: MIS Utility Information for PIN 132524.00

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

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.

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; 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.

8.2.4 Utility-Specific Requirements

Spire has requested that Ethan Gilmore is contacted during construction if any conflicts with the service lines arise; Ethan.Gilmore@spireenergy.com.

For the 132524.00 PIN, AT&T has about 500 feet of a buried cable line running along the east side of SR-6 and just north of the intersection with Northside Drive that is to be retired in place.

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~~ The Design-Builder shall also obtain ~~the required~~ all permits from NDOT required for ~~any~~ temporary lane and sidewalk 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.

10.5 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.