



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build RFP

Book 1 Instructions to Proposer (ITP)

Interstate 24

Interchange at Epps Mill Road/Buchanan Road; Epps Mill Road,
From west of Capital Way to SR-2 (US-41)
Rutherford County, Tennessee

Project Identification Number (PIN): **124683.06**

State Project Number: **75I024-S0-009, 75CCOU-S1-002, 75I024-S1-010,
75CCOU-S2-002, 75I024-S2-010, 75CCOU-S3-002, 75I024-S3-010**

Federal Project Number: **N/A**

DB Contract# **DB2505**

October 2025

Addendum #1 November 14, 2025

4. Minimize project delivery timeframes through streamlining the design and construction process and mitigating potential delays through proactive planning and coordination to obtain final project acceptance no later than September 30, 2029.

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	October 31, 2025
Confidential (One-on-One) Meetings*: RFP terms and risk allocation	November 10, 2025
Confidential (One-on-One) Meetings*: <u>1st Round</u> ATC discussions	November 17- 18 , 2025
<u>Confidential (One-on-One) Meetings*: 2nd Round ATC discussions</u>	<u>December 3, 2025</u>
Deadline for submittal of Form QR, requests for QPL determination, organizational or Key Individual change requests, SOQ conflicts of interests update, and/or alternate technical concepts (ATCs)	December 10, 2025 10:00 AM CDT
Deadline for TDOT's last response on Form QR, requests for QPL determination, organizational changes, SOQ resubmittals, and/or alternate technical concepts (ATCs) determination	December 23, 2025 10:00 AM CDT
Deadline for issuance of last addendum	
Technical Proposal and Price Proposal Due Date	February 13, 2026 10:00 AM CDT
Public Price Proposal opening	March 6, 2026
Notice of Best Evaluated Design-Builder	Late Spring 2026
Anticipated award of design-build contract (or rejection of all Proposal)	Late Spring 2026
Anticipated issuance of initial notice to proceed	May 1, 2026

* Confidential one-on-one meetings are optional.

1.4 General Design-Builder Project Obligations

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

- Furnish all design services, quality management, materials, equipment, labor, transportation, and incidentals required to complete the Project according to the Readiness-for-Construction plans (RFC plans), TDOT's Standard Specifications (as amended), and the Contract Documents.
- Perform the construction work according to the line(s), grade(s), typical sections, dimensions, and other details shown on the RFC plans, as modified by change order or other written directive issued by TDOT.
- Perform all work necessary to comply with the Contract Document requirements.
- Determine the full Project requirements through a comprehensive examination of the RFP, the Project site, and all Contract Documents.

- Identify and obtain all necessary clearances required to construct the Project.
- Coordinate the construction/relocation of utilities with the appropriate utility owners.
- Prepare all documents necessary to obtain the Project's environmental permits.
- Follow all reference guidance as stated in TDOT's *Design-Build Standard Guidance* and the specific technical requirements detailed in Book 3 (Project Specific Information).
- Coordinate/communicate with all stakeholders listed in the RFP or as identified during the Project.

1.5 RFP Communication

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

Mr. Miller Bernhardt, PE

Alternative Delivery Manager

Miller.Bernhardt@tn.gov Enter email address for the TDOT main Project contact

Region 3 ~~Annex~~Bld A

~~6630-6601~~ Centennial Blvd

Nashville, TN 37209

Phone: (615) 840-3954

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

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

5. TDOT Project Management Team
6. Project Owner's Representative: Neel-Schaffer Inc.
7. TDOT Specialty Groups: Construction, Environmental, Community Relations, Roadway Design, Structures, Traffic Operations, and Utilities.
8. Stakeholder/Stakeholder Groups:
 - a. *Federal Highway Administration (FHWA)*
 - b. Rutherford County
 - c. Rutherford County Emergency Service Providers; Tennessee Highway Patrol
 - d. Tennessee Department of Environment and Conservation (TDEC)
 - e. Local hospitals, businesses, and commercial developments
 - f. Impacted Utility Companies
 - g. Regulatory stakeholders.

1.5.1 General Procurement Communication Protocols

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

1.5.2 General TDOT Communication Protocols

2 ALTERNATIVE TECHNICAL CONCEPTS

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

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

2.1 Eligibility and Disclaimers

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

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

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

A proposed ATC is not acceptable if it:

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

2.2 Submittal Requirements

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

The Proposer is to submit one (1) electronic copy ~~on a USB/flash drive~~ in Adobe.pdf format that is searchable alongside a completed Form ATC for each ATC submittal to the TDOT primary point of contact per Section 1.5.

Each ATC shall include the following information:

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



TENNESSEE DEPARTMENT OF TRANSPORTATION

Design-Build Book 2 Contract

Interstate 24

**Interchange at Epps Mill Road/Buchanan Road; Epps Mill Road,
From west of Capital Way to SR-2 (US-41)
Rutherford County, Tennessee**

DB Contract# **2505**

October 2025

Addendum #1 November 14, 2025

APPENDIX B

SPECIAL PROVISIONS

Title	SP#
Employing and Contracting with Illegal Immigrants	102I
Specifications for Road and Bridge Construction	102LC
Buy America Requirements	106A
Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment	106B
Air Quality for Mowing	107AQ
Water Quality and Storm Water Permits	107FP
Project Completion and Liquidated Damages	108B
Liquidated Damages for GEI Administered Contracts	108C
Payment Adjustment for Fuel	109A
Price Adjustment for Bituminous Material	109B
Measurement and Payment	109G
Mowing Payment Adjustment for Fuel	109MA
Scaling and Trimming	203E
Compaction Grouting	204CG
Embankment (Compacted in Place)	205A
Bituminous Plant Mix Roadway Density	407DEN
Intelligent Compaction (IC) for Hot Mix Asphalt (HMA)	407IC
Asphalt Pavement Safety Edge	407SE
Section 411 – Asphalt Concrete Surface (Hot Mix)	411C
Hot Applied Fiber Reinforced Polymer Patching Material	502FRP
Grinding Concrete Pavement	503

S T A T EO FT E N N E S S E EDate : ~~October 31, 2025~~

Date : November 14, 2025

County : Rutherford

Contract No DB2505

SPECIAL PROVISION**REGARDING****PROJECT COMPLETION AND LIQUIDATED DAMAGES**

All temporary lane closures and road closures on Interstates, State Routes and local streets must be approved by the Department in advance. Requests for temporary lane closure approvals and state trooper requests must be sent to the Department at least seven (7) calendar days in advance.

No lane or ramp closures will be allowed during Special Events, Holidays, or Holiday weekends in accordance with the plans and subsection 104.04 of the Standard Specifications, or as directed by the Engineer.

All work requiring full closure of Ramps 1, 2, 3, and 4 (as defined in Book 3, Section 1.1) shall be limited to a maximum of five (5) total weekends. A weekend is defined as 8:00 PM Friday to 5:00 AM Monday. Only one (1) ramp closure will be allowed at any one time. For each hour or portion thereof, which any I-24 ramp remains closed outside the allowable closure hours, the sum of \$2,500 per hour per ramp shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

Temporary lane or ramp closures on I-24 may be allowed from 8:00 PM to 5:00 AM, or as directed by the Engineer. A minimum of one (1) lane in each direction shall be maintained on I-24 at all times. For each hour or portion thereof, which any traffic lane on I-24 remains closed outside the allowable closure hours, the sum of \$2,500 per hour per lane shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. No full closures on Interstate 24 will be allowed.

Rolling roadblocks shall be permitted on I-24 for intervals not to exceed 20 minutes from 10:00 PM to 4:00 AM. After each pacing interval, the traffic shall resume normal flow before beginning another rolling roadblock. For each 20 minutes, or portion thereof, that a pacing interval exceeds the initial 20 minutes, the sum of \$2,500 shall be deducted from the monies due to the contractor, not as a penalty, but as liquidated damages.

If needed, blasting shall be permitted on weekdays between 10:00 AM and 2:00 PM. Rolling roadblocks shall not exceed 10 minutes in duration to accommodate blasting. Traffic shall be allowed to return to normal flow before beginning another rolling roadblock. For each 10 minutes, or portion thereof, that a pacing interval exceeds the initial 10 minutes, the sum of \$2,500 shall be deducted

from the monies due to the contractor, not as a penalty, but as liquidated damages.

Temporary lane closures may be allowed on Epps Mill Road and SR-2 (US-41 Manchester Pike) from 9:00 AM to 3:00 PM, or as directed by the Engineer. For each hour, or portion thereof, which any traffic lane on SR-2 (US – 41 Manchester Pike) remains closed outside the allowable closure hours, the sum of \$1,500 per hour per lane shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

For local street lane closures involving Epps Mill/Buchanan Road, Capital Way, and Miller Road, intersection and associated local streets, requests for approval must be sent to Rutherford County at least seven (7) calendar days in advance. Rutherford County has specific requirements for local street lane closures including the placement of message boards and detour signs a minimum of seven (7) calendar days in advance of closure. A detour plan for short-term and extended lane closures shall be submitted in advance with the request to Rutherford County.

Flaggers may also be required by the County to ensure safe movement of vehicular traffic during local street lane closures. Any traffic lane that remains closed outside the allowable closure hours, the sum of \$1,500 per hour per lane shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

All lane closures and operations must be coordinated with other construction contracts in the area, if any.

Maintenance

Failure to temporarily delineate damaged safety apparatuses, such as, but not limited to, guardrail, bridge rail, concrete barrier, cable barrier systems and attenuators that present a hazard to the traveling public within 24 hours of discovery or notification will result in the sum of \$2,000 per occurrence per day, or portion thereof, until temporary delineation is complete being deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

Failure to complete permanent repairs of damaged safety apparatuses within 10 calendars days of discovery or notification will result in the sum of \$2,000 per occurrence per day, or portion thereof, until permanent repair is complete being deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

Failure to begin and provide continuous mowing cycles on operational roadways per the Design-Builder's submitted and concurred maintenance plan within 2 weeks will result in the sum of \$2,000 per occurrence per day, or portion thereof, until the cycle has begun being deducted from monies due the Contractor, not as a penalty, but as liquidated damages. See RFP Book 3 Section 10.3.2 for mowing requirements.

Failure to complete pothole mitigation as described in RFP Book 3 Section 10.3.2 within a 24-hour period will result in the sum of \$2,000 per occurrence per day, or portion thereof, until pothole mitigation is complete being deducted from monies due the Contractor, not as a penalty, but as

liquidated damages.

Environmental

As outlined in the TN CGP, the Department will perform the monthly Environmental Quality Assurance Project Compliance Assessments (QA Inspections) on this Project, which will include any waste and borrow areas. Failure to comply with the regulations and have repeat non-conformance(s) on QA Inspections, Water Quality violations or a NOV, the Department shall increase the frequency of QA inspections to twice per month. The extra QA inspection shall occur until the project has been brought back into compliance for two consecutive QA inspections. Until QA inspections return to once a month, each additional QA inspection in the sum of \$1,500 shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

Project Completion

Project Substantial Completion: The project shall be completed in its entirety, except punch list (defined as a listing of instructions for correction of unsatisfactory work, in whole or in part, after an inspection by the Department prior to final acceptance and clean-up of laydown yards not requiring lane closures), on or before the completion date set forth in RFP Book 2 Section 4.3. Failure to complete all work specified in the contract on or before the completion date, a sum of money equal to \$8,000 per Calendar Day after the Design-Builder's established completion date shall be deducted from monies due to the Design-Builder, not as a penalty, but as liquidated damages.

Project Acceptance: The Design-Builder shall achieve project acceptance from the Department no later than 180 Days after obtaining substantial completion. Failure to achieve project acceptance on or before the completion date set forth in RFP Book 2 Section 4.3, a sum of money equal to \$500 per Calendar Day after the completion date shall be deducted from monies due to the Design-Builder, not as a penalty, but as liquidated damages. Project Acceptance deadline may be extended if the Design-Builder is diligently working to all outstanding contract items, at the Departments sole discretion, and agreed to by the Department in writing.

Where provisions of this Special Provision conflict with Subsection 108.09 of the Standard Specifications, as amended, and Contract Book 3, this Special Provision prevails.

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

DESIGN-BUILD RFP CONTRACT BOOK 3 PROJECT SPECIFIC INFORMATION

TENNESSEE DEPARTMENT OF TRANSPORTATION

Interstate 24

**Interchange at Epps Mill Road/Buchanan Road; Epps Mill Road,
From west of Capital Way to SR-2 (US-41)
Rutherford County, Tennessee**

CONTRACT NUMBER: DB2505



OCTOBER 2025

Addendum #1 November 14, 2025

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

- Widening Epps Mill Road from just past Capital Way (L.M. 0.86) to State Route 2 (US-41) (L.M. 0.00);
- Realigning Epps Mill Road
- Improving ramps at the Epps Mill Road interchange (Exit 89) with Interstate 24 (I-24);
- Providing a minimum 45-mph design speed for the Epps Mill Road to I-24 westbound on-ramp (Ramp 1);
- Providing a minimum 40-mph departure design speed for the I-24 eastbound to Epps Mill Road off-ramp (Ramp 2);
- Providing a minimum 35-mph design speed for the Epps Mill Road to I-24 eastbound on-ramp (Ramp 3);
- Providing a minimum 40-mph departure design speed for the I-24 westbound to Epps Mill Road off-ramp (Ramp 4);
- Constructing a new bridge to replace the existing Epps Mill Road bridge over I-24;
- Extending acceleration and deceleration lanes on I-24 at the Epps Mill Road Interchange ramps;
- Widening State Route 2 for a dedicated left and right turn lane at the intersection with Epps Mill Road;
- Realigning Miller Road to intersect Epps Mill Road perpendicular and across from the new I-24 eastbound ramp terminals;
- Removing and replacing all existing guardrail that does not meet current standards.;
- Resurfacing all existing asphalt pavement within the project limits;
- Modifying existing drainage structures and installing proposed drainage improvements;
- Installing new full interchange lighting;
- Installing new ITS components;
- Replacing existing and installing new signage as shown in the ~~roll-plot~~Functional Plans; and
- Replacing control access fence.

1.2 PROJECT GOALS

The Project's primary purposes are to provide present and future congestion relief, and address deficiencies of the existing interchange. The following goals have been established for the Project (not listed in any specific order):

- Provide a design and construction approach that minimizes inconvenience to the traveling public.
- Optimize cost efficiency through design and construction innovation to complete the Project within the allocated budget.