



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

CONSTRUCTION DIVISION
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2414

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

September 23, 2019

Re: ADDENDUM #6
Contract No.: DB1802
County: Polk

To Whom It May Concern:

This addendum revises the RFP Contract Books 1, 2, 3. Attached are the revised sheets and Special Provision 108B.

You must acknowledge this addendum by completing the "Addendum Letter Acknowledgement form C and the Technical Proposal Signature Page (Form TPSP) within your Technical Proposal. It is the bidder's responsibility to notify all affected manufacturers, suppliers and subcontractors of this change.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lia Obaid".

Lia Obaid, P.E.
Assistant Director of Construction
Construction Division

**DESIGN-BUILD
RFP CONTRACT BOOK 1
INSTRUCTIONS TO
DESIGN-BUILDERS (ITDB)
TENNESSEE DEPARTMENT OF TRANSPORTATION**

US-64 (SR-40) over Ocoee River Bridge

Polk County- TENNESSEE

CONTRACT NUMBER: DB1802



April 12, 2019

Addendum #1 May 30, 2019

Addendum #2 June 26, 2019

Addendum #5 September 16, 2019

Addendum #6 September 23, 2019

Approval of an ATC in no way implies that the ATC will receive a favorable review from the Design-Build Review Committee. The Technical Proposals will be evaluated in regards to the evaluation criteria found in this **Contract Book 1 (ITDB - Instructions to Design-Builders)**, regardless of whether or not ATCs are included.

The Price Proposal shall reflect all incorporated ATCs. Except for incorporating approved ATCs, the Technical Proposal may not otherwise contain exceptions to, or deviations from, the requirements of the RFP.

3. SELECTION PROCEDURE

The Department will utilize a *Meets Technical Criteria (A+B)* selection process in this procurement to award a Contract to the responsible Design-Builder that demonstrates it meets the technical criteria and can deliver the best combination of price and time (A+B) in the design and construction of the Project.

Price Proposals will be calculated in accordance with the following method:

Total Contract (A+B) = A + (B x TIME)

Where, A = Contract Amount

B = the number of Calendar Days (from the Initial Notice to Proceed) indicated by the time needed to complete the Project in their Price Proposal and will become the contract completion time to be shown in the contract book.

TIME VALUE = Value associated with time of completion on this Project.

B: Calendar Days

Amount of one Calendar Day is ~~\$2,500~~ **\$1,800** as stated in Special Provision 108B.

It is intended that all 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 Design-Builder placed in the Proposal under the "B" portion of the Proposal to be deemed excessive, then the Proposal will be rejected. To this end the Design-Builder shall pursue the work rigorously utilizing the necessary work week, work hours and/or work shift schedules to expedite the work. The total Contract (A+B) cost will be used by the Department to determine the Apparent Design-Builder, but reimbursement to the Design-Builder shall be based solely on the Proposal Price total "A" and any incentive or disincentive payment made in accordance with the Contract.

IMPORTANT: The number of Calendar Days "B" is to be placed in the Price Proposal. Failure to enter a value for "B" will make the Proposal irregular and be cause for rejection.

**DESIGN-BUILD
RFP CONTRACT BOOK 2
CONTRACT**

TENNESSEE DEPARTMENT OF TRANSPORTATION

**US-64 (SR-40) over Ocoee River Bridge
Polk County - TENNESSEE**

CONTRACT NUMBER: DB1802



April 12, 2019

**Addendum #4 September 9, 2019
Addendum #6 September 23, 2019**

S T A T E

O F

T E N N E S S E E

September 20, 2019

County: Polk

Contract No. DB1802

SPECIAL PROVISION

REGARDING

PROJECT COMPLETION AND LIQUIDATED DAMAGES

This project shall be completed in its entirety as set forth in the Contract.

All lane or shoulder closures must be approved in advance by the Engineer. A minimum of seven days must be provided in advance of any closure. Two (2) 11-foot wide minimum travel lanes with 2 foot wide shoulders shall be maintained along SR 40 during construction except for short term closures for beam erection and demolition (with prior approval by TDOT). Additionally, to accommodate the recreational boaters and the local whitewater rafting industry, no lane closures or road closures along SR 40 are allowed on days when Ocoee Dam #2 is releasing water. The Draft 2019 water release calendar from TVA is provided in RFP Book 3, Section 10.3. It is the Design-Builder's responsibility to confirm dates of water releases and obtaining future years calendars.

With prior approval from TDOT, short-term detours may be allowed during the times that bridge beams are delivered. Beams shall only be delivered on days when Ocoee Dam #2 is not releasing water as stated above.

For each hour or portion thereof, which any traffic lane remains closed in conflict with the restricted periods, 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.

With prior approval from TDOT, the Design-Builder may temporarily close the river at the project site to recreational users as indicated in RFP Book 3, section 10.2, during beam erection and bridge demolition activities. No river closures will be allowed during the boating/rafting season between March 1st and Labor Day.

For each hour or portion thereof, which the river remains closed in conflict with the restricted periods and section 10.2 in RFP Book 3, 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 partial payments, including payment for stockpile materials, shall be made before work begins.

All lane closures and operations must be coordinated with existing construction contracts in the area.

Project Completion Date

The Design-Builder shall complete all work to be done under the Contract on or before the Design-Builder's completion date, set forth in RFP Book 2. If the Design-Builder fails to complete all work specified in the Contract, except for plant/vegetation establishment and punch list items (as defined in TDOT's Design-Build Standard Guidance), on or before the Design-Builder's completion date, a sum of money equal to **\$2,500** per Calendar Day shall be deducted from monies due to the Design-Builder, not as a penalty, but as liquidated damages.

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

**DESIGN-BUILD
RFP CONTRACT BOOK 3
PROJECT SPECIFIC INFORMATION**

TENNESSEE DEPARTMENT OF TRANSPORTATION

**STATE ROUTE 40 / US 64, BRIDGE OVER OCOEE RIVER
POLK COUNTY- TENNESSEE**

CONTRACT NUMBER: DB1802



April 12, 2019

Addendum #1 May 30, 2019

Addendum #2 June 26, 2019

Addendum #3 July 24, 2019

Addendum #4 September 9, 2019

Addendum #5 September 16, 2019

Addendum #6 September 23, 2019

1.4 PERMITS

The Department has not procured, nor will it procure, permits for the Design-Builder.

- The Design-Builder shall be solely responsible for and obtain any necessary environmental permits or approvals resulting from their design and construction. If environmental permits are necessary, prior to completion of the Definitive Design Plans, the Design-Builder shall contact the Department Alternative Contracting Office immediately for guidance. The Department's Region 2 Environmental Tech Office (ETO) and Headquarters Environmental Division Permitting Section shall be included in all correspondence and/or negotiations with agencies.
- The Design-Builder shall be solely responsible for and obtain any necessary environmental permits or approvals from state and/or local agencies regarding the operation of any project-dedicated asphalt and/or concrete plants.
- Borrow and waste disposal areas shall be located in non-wetland areas and above the 100-year, Federal Emergency Management Agency floodplain. Borrow and waste disposal areas shall not affect any Waters of the State/U.S. unless these areas are specifically covered by an ARAP, 404, or NPDES permit, obtained solely by the Design-Builder.

1.5 DBE GOAL

The assigned DBE goal for this Project is 3.5%.

The Design-Builder shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the total project cost as set forth above as the goal. The Design-Builder shall make good faith efforts in achieving this goal and shall comply with all requirements of 49 CFR part 26.

1.6 LIQUIDATED DAMAGES

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

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

The liquidated damage for non-compliance is ~~\$2,500~~ **\$1,800 per Calendar Day***. This is also the Time Value used for calculation of selection and for failure to complete the work on time. It shall be calculated as follows:

If the Project is NOT completed in time "B", then the following amount shall be deducted from the monies due the Design-Builder as:

$$(\text{Actual Time Charged} - B) \times \del{\$2,500} \mathbf{\$1,800/\text{Calendar Day}^*}$$

* Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

Any liquidated damages shall be addressed, not as a penalty, and computed as they occur with a separate item number subtracting from monies due the Design-Builder.

Temporary travel lane closures shall be allowed only as pre-approved by TDOT. For each hour, or portion thereof, in which the temporary lane closure is not completed and open to traffic, the sum of ~~\$2,500~~ ~~\$1,800~~ per hour per lane shall be deducted from the monies due the Design-Builder, not as a penalty, but as liquidated damages. See Section 10.3 for travel lane closure restrictions.

1.7 TDOT STANDARD SPECIFICATIONS

All work shall be completed in accordance with the *Tennessee Department of Transportation Standard Specifications for Road and Bridge Construction (January 1, 2015 edition)* at the time of the proposal due date, unless specifically stated herein.

1.8 CONSTRUCTION ENGINEERING INSPECTION

The Department will be responsible for Construction Engineering Inspection (CEI) work and Quality Acceptance Testing.

1.9 CONTRACTOR RESPONSIBILITIES

Nothing in the Contract shall relieve the Design-Builder from their responsibilities toward the safety and convenience of the general public and the residents along the proposed construction area.

2.0 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) Schedule
- Quality Management Plan
- Environmental Compliance Plan
- Safety and Health Plan
- Public Relations and Public Information Plan
- Records Management Plan

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

The Design-Builder shall use the Project Understanding and Approach, and the Project Management and Approach submitted with the Proposal as a foundation to prepare the PMP component plans. The Design-Builder shall implement all elements of the PMP.

10.2 TEMPORARY RIVER TRAFFIC CLOSURES

With TDOT's prior approval, the Design-Builder may close the river at the project site to recreational users during beam erection and bridge demolition activities. A full closure shall be no more than 10 consecutive days when work warranting a full closure is being performed. No full closures are allowed during peak season of March 1 through Labor Day. During peak season the Design-Builder may have a temporary closure of no more than 30 minutes. The Design-Builder shall develop a plan to notify river traffic of closures, temporarily hold river traffic and notify river traffic of when it is safe to proceed. This plan shall be pre-approved by TDOT. For both full and temporary closures, warning / notification signs pre-approved by TDOT shall be placed by the Design-Builder above and below the bridge site within the ROW and at all public boat ramps/boat access points located upstream to Ocoee Dam #1 (Parksville Dam). A minimum of 10 feet of vertical clearance shall be provided over recreational traffic at all times during construction.

If the Design-Builder elects to utilize a barge, jetty, or a haul road for construction purposes, warning / notification / directional signs pre-approved by TDOT shall be placed by the Design-Builder above and below the bridge site within the ROW and at all public boat ramps/boat access points located upstream to Ocoee Dam #1 (Parksville Dam).

To accommodate the recreational river users, no river closures shall occur when Ocoee Dam #1 is releasing water on Tuesday, Wednesday, Saturday and Sunday during the months of June through August. It is the Design-Builder's responsibility to confirm dates of water releases.

The Design-Builder shall coordinate river closures and signing with the TWRA and State Parks.

10.3 TEMPORARY LANE / ROAD CLOSURES

Two (2) travel lanes (each a minimum of 11-feet wide **with 2-foot wide shoulders**) shall be maintained along SR 40 / US 64 during construction except for short term closures for beam erection and demolition (with prior approval by TDOT.) Additionally, to accommodate the recreational boaters and the local whitewater rafting industry, no lane closures nor road closures along SR 40 / US 64 are allowed on days when Ocoee Dam #2 is releasing water, which will be the days with the highest motor vehicle volume passing through this project to get to the whitewater area. The 2019 water release calendar from TVA is provided below. It is the Design-Builder's responsibility to confirm dates of water releases and obtaining future years calendars. See Special Provision 108B for Liquidated Damages.