



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

CONSTRUCTION DIVISION
SUITE 700, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402

CLAY BRIGHT
COMMISSONER

BILL LEE
GOVERNOR

November 19, 2020

Re: ADDENDUM #6
Contract No.: DB2001
County: Williamson

To Whom It May Concern:

This addendum revises the RFP Contract Book 2 and 3. Attached are the revised sheets.

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 2
DESIGN-BUILD CONTRACT**

TENNESSEE DEPARTMENT OF TRANSPORTATION

**INTERSTATE 65 INTERCHANGE AT BUCKNER ROAD IN
SPRING HILL, TN
WILLIAMSON COUNTY- TENNESSEE**

CONTRACT NUMBER: DB2001



July 17, 2020

Addendum #1 August 21, 2020

Addendum #2 September 11, 2020

Addendum #3 September 29, 2020

Addendum #6 November 19, 2020

agents, and employees from all suits, actions or claims of any character arising from the Design Builder's negligent or other tortious acts or omissions in the prosecution of the work, use of unacceptable materials in constructing the work, infringement of patent, trade mark 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.

H. OWNERSHIP AND USE OF WORK PRODUCT OF THE DESIGN-BUILDER

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 **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 **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.

I. PROJECT RECORDS

1. FINANCIAL AND OTHER PROJECT RECORDS

The Design-Builder shall maintain complete Project Records as described in **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.

2. RECORD RETENTION PERIOD

The Design-Builder shall retain and preserve all Project Records for a period as stated in **Design-Build Standard Guidance**, after final payment or for such longer period as may be required by law (the "Record Retention Period").

3. ACCESS TO RECORDS

The Department, the Department's representatives, and FHWA 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.

S T A T E

O F

T E N N E S S E E

Date ~~9-29~~11-19-2020

County: Williamson

Contract No. DB2001

SPECIAL PROVISION

REGARDING

PROJECT COMPLETION AND LIQUIDATED DAMAGES

All temporary lane closures and road closures on Interstates and State Routes 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.

There will be periods when the Contractor will not be allowed to have closures due to major events and holidays specified in subsection 104.04 of the Standard Specifications, or as directed by the Engineer.

Temporary lane closures may be allowed from 8:00 PM to 6:00 AM, or as directed by the Engineer. For each hour or portion thereof, which any traffic lane on I-65 remains closed outside the allowable closure hours, the sum of \$7,000 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 65 will be allowed.

Temporary lane closures may be allowed from 8:00 PM to 6:00 AM, or as directed by the Engineer. For each hour or portion thereof, which any traffic lane on Lewisburg Pike SR-106 remains closed outside the allowable closure hours, the sum of \$3,000 per hour per lane shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

Local street lane closures involving Buckner Lane/Buckner Road intersection and associated local streets, requests for approval must be sent to the City of Spring Hill at least seven (7) calendar days in advance. The City of Spring Hill 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 the City of Spring Hill.

Flaggers may also be required by the City 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 \$2,000 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.

The Design-Builder may utilize rolling roadblocks on I-65 weeknights from 9:00 PM to 6:00 AM. If needed, blasting shall be permitted weekdays no earlier than 9:00 AM and must be completed before 3:00 PM. Rolling roadblocks shall not exceed 30 minutes in duration. For each 30 minutes, or portion thereof, in excess of the allotted 30 minute period that any lane remains closed, the sum of \$ 7000 per hour per lane shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages. Traffic shall be allowed to return to normal flow before beginning another rolling roadblock.

Maintenance

Failure to complete pothole mitigation as described in RFP Book 3 Section 11.2 within a 24-hour period will result in the sum of \$2000 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.

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 \$2000 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 within 10 calendars days of discovery or notification will result in the sum of \$2000 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-Builders submitted and concurred maintenance plan within 2 weeks will result in the sum of \$2000 per occurrence per day (or portion thereof) until ~~eyele~~ the cycle has begun. [See RFP Book 3 Section 12.0 for mowing requirements.](#)

Environmental

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 waste and borrow areas. Failure to comply with the regulations and have repeat non-conformances 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 \$1,500.00 shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages.

Project Completion

Failure to complete all work specified in the contract on or before the completion date set forth in RFP Book 2 Section D-3, a sum of money equal to \$15,000 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.

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.

STATE

OF

TENNESSEE

(Rev. 10-01-06)

(Rev. 11-03-08)

(Rev. 01-03-13)

January 1, 2015

SPECIAL PROVISION
REGARDING
PAYMENT ADJUSTMENT FOR FUEL

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

The estimated price per gallon of fuel for this contract is **\$1.48**.

The **October 2020** Price Index (Ib) for light fuel oils shall be used for this contract. Adjustments will be based on the price index in effect for the month in which the item was installed.

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

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

No payment adjustment for fuel shall be made on any item of work which is not listed above.

No payment adjustment for fuel shall be made unless the price index varies 5% or more from the index indicated in this Special Provision.

Where the price index varies 5% or more, the payment adjustment will be made as follows:

$$PA = [(Ic \div Ib) - 1] \times Fe \times Fp$$

Where:

PA =Payment Adjustment (may be plus or minus)

Ic =Index for Current Month

Ib =Index for Bidding

Fe =Estimated Fuel in Gallons used based on above table and work paid for during adjustment month. $[\sum (\text{Pay quantity} \times \text{Gallons per unit}) = Fe]$

Fp = Fuel Price for Bidding

The Project Engineer will compute the payment adjustment for fuel on work sheets similar to the one attached and will furnish a copy of the calculations upon request to the prime contractor and approved subcontractors.

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for fuel will continue to be made only when the "Index for Current Month" is **less** than the "Index for Bidding" and varies 5% or more.

Payment adjustment, for fuel provided after the expiration of the allocated working time and where the "Index for Current Month" **exceeds** the "Index for Bidding", will **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, fuel payment adjustments shall be calculated for each month where the allocated working time has expired, the "Index for Current Month" **exceeds** the "Index for Bidding", and the indices vary 5% or more. The calculation of the fuel payment adjustment shall be made using the "Index for Current Month" or the "Index for Contract Completion Date" in accordance with the following formulas:

The "Index for Contract Completion Date" is the fuel index in effect on the allocated Contract Completion date or the completion date as extended by Change Order.

"Index for Current Month" is **less** than "Index for Contract Completion Date"

$$PA = [(Ic \div Ib) - 1] \times Fe \times Fp$$

"Index for Current Month" is **greater** than "Index for Contract Completion Date"

$$PA = [(Icd \div Ib) - 1] \times Fe \times Fp$$

Where:

- PA = Payment Adjustment (may be plus or minus)
- Ic = Index for Current Month
- Ib = Index for Bidding
- Icd= Index for Contract Completion Date (or as extended by Change Order)
- Fe = Estimated Fuel in Gallons used based on above table and work paid for during adjustment month. [\sum (Pay quantity x Gallons per unit)= Fe]
- Fp = Fuel Price for Bidding

Payment Adjustment for fuel will be made under:

Item No.	Description	Pay Unit
109-01.01	Payment Adjustment for Fuel	Dollar

Monthly Payment Adjustment for Fuel Worksheet

Project No. _____ Contract No. _____

County _____

Fuel Price (Fp) _____ Price Index Bidding (Ib) _____ Current Price Index (Ic) _____

Index for Contract Completion Date (or as extended by Change Order) (Icd) _____

Estimate Period: Work Performed _____ Adjustment Paid _____
(Month/Yr)

Item	Unit	Quantity	Fuel Factor		Total Fuel
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____
_____	_____	_____	X	_____	_____

Total Fuel for Month (Fe) _____

$$PA = [(Ic \div Ib) - 1] \times Fe \times Fp$$

$$PA = [(Icd \div Ib) - 1] \times Fe \times Fp$$

SPECIAL PROVISION

REGARDING

PAYMENT ADJUSTMENT FOR BITUMINOUS MATERIAL

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

100% Virgin Bituminous Material

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

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

The "Basic Bituminous Material Index" for this project is **\$425.00** per ton.

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

Where the price index varies 5% or more, the payment adjustment will be made as follows:

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

Where:

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

Payment adjustment will be applied to all asphalt cement, asphalt emulsion, or bituminous material used for paving on this project.

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material will continue to be

made only when the "Monthly Bituminous Material Index" is **less** than the "Basic Bituminous Material Index" and varies 5% or more.

Payment adjustment, for bituminous material used after the expiration of the allocated working time and where the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", will **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material shall be calculated for each month where the allocated working time has expired, the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", and the indices vary 5% or more. The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The "Monthly Bituminous Material Index" is **less** than the "Bituminous Material Index for Contract Completion Date".

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

The "Monthly Bituminous Material Index" is **greater** than the "Bituminous Material Index for Contract Completion Date".

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

Where:

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly Bituminous Material Index
- Icd = Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
- T = Tons

FOR REFERENCE ONLY

SiteManager calculates the price adjustment based on the actual amount of asphalt cement (residue) in the emulsion using the following percentages:

- tack coats and shoulder sealants (e.g. SS-1, SS-1h, CSS-1, Css-1h) 63% residue
- prime coats (e.g. AE-P) 54% residue
- scrub seals and microsurfacing (e.g. CQS-1HP) 65% residue
- chip seals (e.g. CRS-2, CRS-2P) 69% residue
- hot in-place recycle (ARA-3P) 63% residue

Mixes Containing Recycled Bituminous Material

The quantity of virgin asphalt cement in tons subject to payment adjustment in recycled mixes shall be the product of the total tons of each mix multiplied by the difference between (1) the percent of asphalt cement specified for bidding purposes and (2) the percent of asphalt cement obtained from the recycled asphaltic material (RAP) used in each mix. No payment adjustment under this special provision for increases and decreases in the contractor's cost for virgin asphalt cement in recycled mixes will be allowed for asphalt cement content in excess of the percent specified for bidding purposes, as all payment adjustments for asphalt cement in the mix design of recycled mixes in excess of the percent of asphalt cement specified for bidding purposes will be made in accordance with the Standard Specifications.

No payment adjustment for bituminous material containing RAP shall be made unless the "Monthly Bituminous Material Index" varies 5% or more from the "Basic Bituminous Material Index" indicated in this Special Provision.

Where the price index varies 5% or more, the payment adjustment will be made as follows:

$$PA = \frac{[Ic - Ib] \times [BA - RA]}{100} \times Tm$$

- PA = Price Adjustment for Adjustment Month
- Ib = Basic Bituminous Material Index
- Ic = Monthly Bituminous Material Index
- BA = Percent asphalt specified for bidding purposes
- RA = Percent asphalt obtained from recycled asphaltic material used in each mix
- Tm = Tons asphalt mix for adjustment month

Upon the expiration of the allocated working time, as set forth in the original contract or as extended by Change Order, payment adjustments for bituminous material containing RAP will continue to be made only when the "Monthly Bituminous Material Index" is **less** than the "Basic Bituminous Material Index" and varies 5% or more.

Payment adjustment, for bituminous material containing RAP provided after the expiration of the allocated working time and where the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", shall **not** be made until after the contract records have been approved by Final Records (FR)/Materials & Tests (MT) and a Final Estimate is ready to be processed. Upon contract record approval by FR/MT, payment adjustments for bituminous material containing RAP shall be calculated for each month where the allocated working time has expired, the "Monthly Bituminous Material Index" **exceeds** the "Basic Bituminous Material Index", and the indices vary 5% or more. The calculation of the bituminous payment adjustment shall be made using the "Monthly Bituminous Material Index" or the "Bituminous Material Index for Contract Completion Date" in accordance with the following formulas:

The "Bituminous Material Index for Contract Completion Date" is the Monthly Bituminous Material Index in effect on the allocated Contract Completion Date or on the completion date as extended by Change Order.

The “Monthly Bituminous Material Index” is **less** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [Icd - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

The “Monthly Bituminous Material Index” is **greater** than the “Bituminous Material Index for Contract Completion Date”.

$$PA = [Ic - Ib] \times \frac{[BA - RA]}{100} \times Tm$$

Where:

PA =	Price Adjustment for Adjustment Month
Ib =	Basic Bituminous Material Index
Ic =	Monthly Bituminous Material Index
Icd =	Bituminous Material Index for Contract Completion Date (or as extended by Change Order)
BA =	Percent asphalt specified for bidding purposes
RA =	Percent asphalt obtained from recycled asphaltic material used in each mix
Tm =	Tons asphalt mix for adjustment month

STATEOFTENNESSEE

(Rev. 5-15-17)

(Rev. 4-15-19)

(Rev. 11-9-20)

January 1, 2015

SPECIAL PROVISIONREGARDINGBITUMINOUS PLANT MIX PAVEMENTS (HOT MIX)ROADWAY DENSITYDescription

This work consists of the requirements for acceptance of asphalt roadway density by use of core samples, and for testing and acceptance of asphalt longitudinal joint density.

Meet all requirements of **407** of the Standard Specifications except as modified.

407.03.D.2.h - Contractor Quality Control System. Add the following between the second and third paragraphs:

Conduct quality control testing of surface and binder mixes for roadway density throughout placement to verify that the mixture being placed meets specified density requirements. A Quality Control Plan (QCP) for this density testing is required. Acceptable methods of quality control testing include coring, nuclear gauge testing, and non-nuclear gauge testing. Document all tests and records from the control strip (if any). Make quality control records available upon request to the Department.

407.07 - Rollers. Replace the entire subsection with the following:

Provide a sufficient number and type of self-propelled rollers to achieve proper compaction and obtain the specified densities.

407.15 - Compaction. Replace the entire subsection with the following:

A. General

After the bituminous mixture has been spread, struck off, and surface irregularities adjusted, it shall be thoroughly compacted. Use a method that shall be capable of compacting the mixture to the specified density while it is in a workable condition. Rollers shall not park or be refueled on the bituminous pavements.

B. Density Requirements

Meet the applicable density requirements for travel lanes and joints as specified in Table 407DEN-1 and Table 407DEN-2.

1. Mix Types: All Travel Lanes for A, B, BM, BM-2, C, CW, D, E
2. All levels of ADT
3. %Gmm values specified are for lot averages.

Table 407DEN-1

Travel Lane Density		
% Gmm		% Pay
Min	Max	
99.0	100	90
98.0	<99	94
97.0	<98	98
96.0	<97	100
95.0	<96	101
94.0	<95	102
93.0	<94	101
92.0	<93	100
91.0	<92	98
90.0	<91	94
89.0	<90	90
88.0	<89	86
	<88	*

Table 407DEN-2

Joint Density Incentive/Disincentive		
% Gmm		\$/L.F./Lot
Min	Max	
98.0	100	*
97.0	<98	-0.70
96.0	<97	-0.42
95.0	<96	0.00
94.0	<95	0.00
93.0	<94	0.07
92.0	<93	0.14
91.0	<92	0.07
90.0	<91	0.00
89.0	<90	-0.14
88.0	<89	-0.42
87.0	<88	-0.70
86.0	<87	-0.98
	<86	*

*Shall be removed and replaced at no cost to the Department or as directed by the engineer.

% Pay for travel lanes shall be applied to the theoretical quantity of the mix on the travel lanes only, even when the shoulder and travel lane are placed concurrently. No incentive shall be paid for the second travel lane unless the joint for that lot is a minimum of 90.0%.

Any lot of joint density tests averaging below 87% shall be sealed at no cost to the Department. Approved sealers are listed on the Department’s Qualified Products List (QPL), Listing #40 for Pavement Sealers. Sealing of deficient longitudinal joint lots will only be required for surface mixes. No incentive/disincentive shall be applied to a longitudinal joint between a travel lane and a shoulder.

Meet the applicable density requirements for shoulders as specified in Table 407DEN-3.

1. Mix Types: All shoulder mixes
2. All levels of ADT
3. %Gmm values specified are for lot averages.

Table 407DEN-3

Shoulder Density		
% Gmm		% Pay
Min	Max	
98.0	100	*
97.0	<98	96
96.0	<97	98
95.0	<96	100
94.0	<95	100
93.0	<94	100
92.0	<93	100
91.0	<92	100
90.0	<91	100
89.0	<90	100
88.0	<89	100
87.0	<88	98
86.0	<87	94
85.0	<86	90
	<85	*

* Shall be removed and replaced at no cost to the Department or as directed by the engineer.

% Pay for shoulders shall be applied to the theoretical quantity of mix on the shoulder even when the travel lane and shoulder are placed concurrently.

407.20.B.5 - Acceptance of the Mixture. Replace the entire subsection with the following:

5. Acceptance for Mix Density on the Roadway

- a. **General.** The Department will apply a deduction in payment, not as a penalty but as liquidated damages, for failure to meet the density requirements as specified in **407.15.B**. As soon as practical after the final rolling is completed on each lot, 5 density tests (1 per subplot) shall be performed by the Department at random locations determined by the Engineer, and an average of all such tests shall be computed. Any deduction for failure to meet density requirements or incentive for exceeding density requirements shall be

computed to the nearest 0.1% as a percentage of the total payment otherwise due for each lot.

Consecutive lots with density deductions is cause to stop production as directed by the Engineer. Adjust the rolling operation and Quality Control Plan to achieve the required density. Construct a test strip of not more than 250 tons to demonstrate to the Engineer that the changes made produce densities meeting the requirement without deductions. Only resume full production after the Engineer has accepted the test strip.

- b. Travel Lane, Turning Lane, Ramp or Shoulder Density.** For density acceptance purposes, the pavement shall be divided into lots of 1,000 tons for surface mixes (D, E, C, and CW), 2,000 tons for intermediate mixes (B, BM, and BM2), and 3,000 tons for base mixes (A). Lots shall be divided into 5 even sublots. One core will be tested in each subplot and the average for the entire lot shall be compared with the requirements in Table 407DEN-1 for travel lanes or Table 407DEN-3 for shoulders. When possible, attention should be provided to avoid cutting cores in areas where signal/loop wire may be affected. If test location selections indicate testing locations in these areas, a new random number should be selected. At the beginning of a project or at any time advisable, the Department may consider smaller lots to evaluate compaction methods or for other reasons as approved or directed by the Engineer.
- c. Joint Density.** For density acceptance purposes, joints shall use the same length lot and longitudinal coring location as the last adjoining lane to be paved. The average of the 5 cores for the entire lot shall be compared with the requirements in Table 407DEN-2. At the beginning of a project or at any time advisable, the Department may consider smaller lots to evaluate compaction methods or for other reasons as approved or directed by the Engineer.
- d. Test Method.** Five randomly selected cores (4" min./ 6" max. diameter), from each lot, will be tested to determine density compliance and acceptance. The density (bulk specific gravity) determination for a compacted asphalt mixture shall be performed in accordance with AASHTO T-166, Method A only.

All core samples shall be COMPLETELY DRY before testing. Air drying is permitted provided core samples are weighed at 2-hour intervals until dry in accordance with AASHTO T166, Section 6.1. Cores may also be dried in accordance with ASTM D 7227.

The Bulk Specific Gravity (G_{mb}) of the cores shall be averaged for each lot.

For **lanes and shoulders** the maximum theoretical gravity (G_{mm}) from acceptance testing for that shift's production will be averaged and the percent density will be determined for compliance by dividing the G_{mb} average for each lot by the G_{mm} daily average.

For **joints** the maximum theoretical gravity (G_{mm}) from acceptance testing for both adjoining lanes shall be averaged, and the percent density will be determined for compliance by dividing the G_{mb} average for each lot by the G_{mm} daily average.

Obtain the cores at the locations randomly selected by the Engineer. The Department will test the cores by a certified plant technician.

If a lot is split between two days, determine the percent density of each individual core using the daily G_{mm} average from the day the subplot (represented by the core being tested) was paved.

After obtaining the cores, all core holes shall be properly filled and compacted in kind with hot mix asphalt at no additional cost to the Department.

Cores shall be clearly labeled in a discrete, sequential manner (i.e. – M1, M2, ..., M30; J1, J2, ..., J15) throughout the course of the project. After testing, cores shall be retained along with copies of test results and will be periodically obtained by regional materials and tests for spot-check verification testing. The cores may be discarded, if regional materials and tests determines that they are no longer needed for payment or dispute resolution.

- e. **Incentive/Disincentive Payment.** The Department shall apply the incentive disincentive payment in accordance with the tables in **407.15.B**.

Any deduction in monies due the Contractor for failure to meet the density requirements shall be made under the item for Density Deduction.

Any incentive payment due the Contractor shall be under the item for Density Incentive.

STATE

OF

TENNESSEE

January 1, 2015

(Rev. 10-08-2015)

(Rev. 09-06-2016)

(Rev. 09-11-2018)

(Rev. 10-02-2019)

(Rev. 10-09-2020)

SPECIAL PROVISION

REGARDING

REMOVAL AND DISPOSAL OF LITTER

Description. This work shall consist of removal and disposal of litter from the entire highway rights-of-way where accessible (fence to fence where applicable), including shoulders and excluding the travel lanes on designated interstate and state routes.

Definitions.

Litter. Any object or group of objects foreign to the right-of-way which has been discarded or abandoned and is or may become visible from the edge of the roadway or shoulder as a result of mowing, vegetation management, maintenance operations, or traffic. Examples under this definition include but are not limited to paper, plastic, bottles, cans, wood, tires, portions of tire, and metal products.

Continuous Operation. The uninterrupted performance of work on successive working days until the completion of all of the items of work specific to litter removal in the contract are approved by the Engineer.

Working Day. A calendar day, exclusive of State recognized holidays, which weather or other conditions not under the control of the Contractor, will permit litter operations to proceed for at least five (5) hours of the day with the normal working force engaged in performing the controlling item or items of work which are normal to progress at the time, as determined by the Engineer.

Equipment. The contractor shall furnish all necessary equipment for the satisfactory performance of the work. All vehicles used on the project will be equipped with at least two 6" diameter flashing amber lights, visible in both directions and with a covering device to prevent the litter from being blown from the vehicle.

Work Schedule. The litter removal for each section of road shall be accomplished on a schedule that will assure that the spacing between the beginnings of each cycle is constant

throughout the entire life of the contract. For example, if there are twenty-six (26) cycles to be accomplished they are to be started and completed every two weeks. The maximum cycle time allowed for sections with fewer than twelve (12) cycles shall be thirty (30) calendar days. For contracts which require fewer than twelve (12) cycles the Engineer will notify the Contractor in writing at least five (5) working days prior to the beginning of each litter cycle. Work shall begin on the date specified by the Engineer and shall be a continuous operation. Each litter cycle shall begin at the same location and proceed as established in the preconstruction conference or as directed by the Engineer (see Section 105.06 of the January 1, 2015 Standard Specifications). The contractor shall supply sufficient resources to accomplish the work during the allotted cycle time.

Time and Frequency Litter. The number of litter cycles will be indicated in the Special Notes and will correspond to the mowing schedule. One litter cycle will be reserved for winter pick-up (if needed) and scheduled at the discretion of the Engineer. In addition, the Engineer may eliminate an entire cycle or require a partial litter cycle at certain locations. In the event the department experiences an increase in revenue, one additional litter cycle may be added to correspond to the mowing schedule as directed by the Engineer. A litter cycle will be considered complete when litter has been removed from the right-of-way specified in the Special Notes and all quantities associated with litter removal have been accepted as complete by the Engineer.

Litter removal operations on controlled access roads in Davidson, Hamilton, Knox, and Shelby shall not be performed during rush hour traffic from 6:00 A.M to 9:00 A.M and 3:00 P.M to 6:00 P.M. However, the contractor shall be allowed to work in the direction opposite to rush hour traffic during these times.

Litter removal shall be performed only during the hours of daylight Monday through Saturday, or as directed by the Engineer. If work is performed on Sunday, the Contractor will be charged a Working Day.

Litter Removal and Disposal. All litter shall be bagged and removed daily from the right-of-way. All litter accumulated each cycle by the Contractor will be removed from the right-of-way to a Class I dumpsite facility. All fees associated with disposal of litter removed from the state right-of way shall be included in the unit price bid for litter (item no. 719-02). The Contractor shall supply the Engineer with copies of dump tickets for each load deposited at the qualified dumpsite facility.

Acceptance of Work. The Department may accept a portion of the project before the entire project is completed. Such portion(s) shall be of reasonable length as determined by the Engineer, and shall be clean and free of litter when the inspection is made.

Additional Work. The Contractor may be required to remove litter in areas not specifically detailed in the Special Notes under the direction of the Engineer. Additional work shall be limited to the counties and systems which are designated in the Special Notes. Payment will be made at the contract unit price for litter removal (item no. 719-02).

Traffic Control. The Contractor shall maintain work zone traffic control and all traffic control devices for litter removal operations according to the requirements contained herein, the State of Tennessee's currently adopted edition of the Manual on Uniform Traffic Control Devices (MUTCD) defined under the Rules of Tennessee Department of Transportation Chapter 1680-3-1, and the Standard Specifications. Although Traffic Control may be included in the cost of other items, the contractor will be responsible for submitting certifications per Materials & Tests Division Standard Operating Procedures.

Warning Signs. The Contractor shall furnish portable signs in accordance with the "Manual on Uniform Traffic Control Devices" to notify the traveling public of litter operations. The Contractor shall place these signs on the highway during litter operations and remove them immediately after the operation ceases. Signs at the beginning point shall be forty-eight inches (48") by forty-eight inches (48") in size; diamond-shaped with black letters on an orange background with a black border with eight-inch high letters. These signs shall be dual mounted, one on each shoulder, for both directions of travel.

Safety Requirements. The Contractor shall comply with OSHA standards, including the use of Class 3 reflective shirts or vests at all times.

Notification to the Engineer shall be made immediately of any personal injury, accidents involving contractor's equipment, or accidents involving the motoring public.

While equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous place more than thirty (30) feet from edge of pavement or as directed by the Engineer.

The Contractor shall be required to have the company name and phone number on all work zone support vehicles on the left and right sides in a location that is visible to the public. The lettering for the company name and phone number shall consist of a reflectorized material with a minimum height of three inches (3") or five inches (5") in height if non- reflectorized.

Method of Measurement. Litter pickup and disposal will be measured by the centerline mile. Measurement will be made longitudinally along the centerline of the project including bridges, and such single measurement shall include removal and disposal of all litter on interchanges; State maintained cross roads, and service roads within the lateral limits of the rights-of-way excluding the travel lanes.

Basis of Payment. Removal and disposal of litter will be paid for at the contract unit price per centerline mile which shall be full compensation for mobilization and performance of the work in accordance with the stipulations, provisions and requirements contained herein.

All costs for traffic control as defined above shall be included in the unit bid price for litter removal Item No. 719-02.

STATE

OF

TENNESSEE

(Rev. 01-08-2015)

January 1, 2015

(Rev. 09-06-2016)

(Rev. 06-26-2017)

(Rev. 10-02-2019)

(Rev. 09-25-2020)

(Rev. 10-09-2020)

SPECIAL PROVISION

REGARDING

RIGHTS-OF-WAY MOWING

Description. This work shall consist of mowing of the rights-of-way for vegetation control in accordance with the Plans, Specifications and as directed by the Engineer. A mowing cycle shall be one complete mowing of the areas along state highways and interstates designated within this contract and shall be completed within twenty (20) working days that are suitable for mowing.

Definitions.

Continuous Mowing Operation. A Continuous Mowing Operation is an operation conducted for a minimum of five (5) hours per day over a twenty (20) working day cycle which consists of one or more mechanical mowers working independently or in coordination to cut vegetation on state rights-of-way deemed Mowable Acres by the Engineer.

Working Day. A calendar day, exclusive of State recognized holidays, which weather or other conditions not under the control of the Contractor, will permit a continuous mowing operation with the normal working force engaged in performing the controlling item or items of work which are normal to progress at the time, as determined by the Engineer.

Mowable Acres. All areas within rights-of-way where mechanical mowers and finish mowers can cut vegetation and safely traverse slopes without significant damage to existing ground.

Mowing. The work associated with cutting or trimming vegetation primarily consisting of, but not limited to, grasses and invasive weeds to provide a consistent and aesthetically pleasing standing vegetation height as directed by the Engineer.

Swath Mowing. The work associated with cutting one fifteen (15) foot wide swath of vegetation parallel to the edge of pavement on each shoulder and one fifteen (15) foot wide swath of vegetation parallel to the edge of pavement in each direction within the median. For medians less than sixty (60) feet, the entire median will be mowed (see sheet 7 for Typical Mowing Diagram).

Mechanical Mower. A commercial quality piece of equipment which is capable of mowing vegetation in excess of two (2) acres per hour at least five (5) hours per day.

Finish Mower. A commercial quality piece of equipment specifically designed to address mowing of vegetation around roadside obstacles or areas not accessible to conventional mowers in an attempt to prevent damage and provide a consistent vegetation height by means other than a mechanical mower. The cost associated with this work shall be included in the unit price bid for mowing 806-01 or swath mowing 806-02.13. Finish mowers do not meet the requirements for mechanical mowers as described in this special provision and cannot be utilized for continuous mowing operations on state highways or interstates.

Hand Trimming. The work associated with cutting or trimming vegetation in proximity to roadside obstacles or in areas not accessible to mechanical mowers in an attempt to prevent damage and provide a consistent vegetation height by means other than a mechanical mower.

Roadside Obstacles. Items located within the right of way, both natural and man-made which may include but are not limited to trees, signposts, delineator posts, light posts, steel beam guardrail, and associated posts, cable barrier rail, barrier walls, retaining walls, utility poles, catch basins, fallen rock, bridge end abutments, mailboxes, established/planted trees and shrubs, landscaped beds, and wildflower areas.

General. All mowing operations shall be performed to the satisfaction of the Engineer. Standing vegetation shall be cut to a height of four (4) inches while maintaining a consistent vegetation profile within all mowing limits adjacent to the roadway. The Contractor shall mow only those areas that are designated as mowable acres, including, if present, a minimum of five (5) feet up the back slope from the bottom of the ditch, and five (5) feet behind all guardrails as shown in The Typical Mowing Diagram on sheet 7. Vegetation including small trees, shrubs, and bushes with a stem diameter of up to two (2) inches which are inside of and encroaching upon the established mowing limits shall be cut by the Contractor using a mower or hand trimming methods as directed by the Engineer. Areas that were recently cleared or chipped will be included in mowable acres. Extreme care shall be taken not to damage the trees, plants, and shrubs, which are designated by the Engineer to remain. Hand trimming may be required as directed by the Engineer for areas of vegetation inside the designated mowable acres which are not accessible to mechanical mowers. As work progresses, mowing and trimming shall be conducted in such a manner to provide a consistent standing vegetation height in all mowing limits adjacent to the roadway (see sheet 7 for Typical Mowing Diagram). The Contractor shall mow as close as practicable to all roadside obstacles. Hand trimming is required atop earth berms, within all rip rap areas, and around all roadside obstacles.

Guardrail and cable barrier rail located on interstates will be sprayed by TDOT personnel except for those located in the following counties: Davidson, Hamilton, Knox, and Shelby. Spraying by TDOT does not relieve the Contractor from hand trimming if needed. The Contractor shall not apply herbicides on state rights-of-way. See the Special Notes regarding the special types of mowing, the number of cycles and incidentals. See sheet 7 for a typical mowing diagram detailing the required mowing limits. Actual dimensions & mowing limits shall be discussed at the pre-construction conference.

The Department reserves the right to perform spot mowing with its own forces on all State right-of-way as necessary. Minor quantity adjustments may be made due to the Tennessee Department of Transportation's Wildflower Program, Adopt a Plot Program, designated research areas, environmental no-mow areas, and Adopt A Highway Program.

Time and Frequency Mowing. The number of mowing cycles will be indicated in the Special Notes, but may be increased or decreased by one mowing cycle to coincide with extreme weather conditions. In the event the department experiences an increase in revenue, one additional mowing cycle may be added as directed by the Engineer. Also, the Engineer may require a partial mowing cycle at certain locations. A notice to begin work will be issued to the Contractor at least five (5) working days prior to the date the mowing cycle is to begin. Work shall begin on the date specified in the notice. Mowing operations shall proceed in the same route sequence as performed during litter operations. Submit a planned mowing sequence to the Engineer for approval before each mowing cycle begins. Any deviations from the approved mowing sequence may be allowed at the discretion of the Engineer. A failure to begin mowing operations on the date specified in the notice will result in the assessment of liquidated damages (see SP108B). The mowing cycle shall be twenty (20) working days suitable for mowing unless otherwise documented in the Special Notes.

Mowing shall be performed only during the hours of daylight Monday through Saturday, or as directed by the Engineer. If work is performed on Sunday, the Contractor will be charged a Working Day.

Mowing Operations. Work shall begin for each mowing cycle on the date specified in the notice to begin work. Once a mowing cycle begins, the Contractor shall maintain a Continuous Mowing Operation until the mowing is complete. A mowing cycle will be considered complete when all mowing and hand trimming is completed to the satisfaction of the Engineer. Hand trimming shall be performed as close to mowing operations as practically possible.

Failure to complete hand trimming within five (5) working days of the termination of mechanical mowing represents a failure to maintain a continuous mowing operation.

When mowing within twelve (12) feet of the edge of pavement or shoulder, mechanical mowers shall not discharge vegetation and debris toward the roadway. When mowing is required in proximity to the roadway, any vegetation or debris deposited on the roadway as a result of the mowing operation will be removed from edge of pavement to edge of pavement, or between

curb and gutter, whichever applies, at the end of each working day. Any cost associated with the removal of vegetation clippings, foreign objects, or gravel that is deposited on the roadway, the shoulder, or in a curb and gutter section as a result of the mowing operation shall be included in the unit price bid for mowing (item no. 806-01) or swath mowing (item no. 806-02.13).

Swath mowing shall follow as closely as practical to the boundary between the shoulder of the roadway and the point at which vegetation begins. In cases where a continuous swath cannot be maintained on ramps, at bridges, and when encountering assets of the state, the swath shall deviate away from the edge of pavement then terminate, or the swath shall deviate away from then back to the edge of pavement in as tight a space as practical. Any vegetation that cannot be cut by the mower between the edge of pavement and the edge of the swath shall be cut using hand trimming, and the cost shall be included in the unit price bid for swath mowing (item no. 806-02.13). All interchanges and ramps will be mowed completely during a Swath mowing operation.

The Contractor shall mow in the direction of traffic when less than thirty (30) feet from the paved surface.

Equipment. Prior to beginning work, the Contractor shall provide the Engineer with a schedule of equipment which will be used to accomplish work under the terms of the contract. The Contractor shall certify to the Engineer that the equipment to be used on this project is suitable for mowing along public highways. All equipment used for mowing operations shall be utilized as described by the manufacturer's recommendations and maintained in safe operating conditions. Mowing on slopes that exceed the equipment manufacturers specifications shall not be allowed. Any equipment that the Engineer determines to be unsuitable for use or hazardous to highway users shall not be used. The Contractor shall provide sufficient equipment and accessory items necessary for efficient operation and the completion of the mowing cycle in the designated time. Any special equipment requirements will be noted in the Special Notes. Zero-turn mowers are considered finish mowers and can be utilized for mowing around roadside obstacles but do not meet the requirements for continuous mowing operations under the terms of this special provision. The cost associated with this work shall be included in the unit price bid for mowing (item no. 806-01 or swath mowing (item no. 806-02.13).

All rotary mowers must be equipped with safety chains to prevent damage to property caused by flying debris propelled out from under the mower. No disc type mowers will be allowed. Chains shall be a minimum of 5/16 inch in size, and links spaced side by side around the mower's front, sides, and rear. Chains shall be spaced at no less than twelve (12) strands of chain per foot and shall be laced horizontally one row from the bottom with 1/4" steel cable secured by cable clamps on each end. When sitting on level ground, at a level cutting height of seven (7) inches, the chains shall be long enough to drag the ground. Flaps or semi-rigid guards will not be allowed as a substitute for chains. Maximum cutting widths for rigid frame rotary mowers shall be 120 inches (10 ft.). Maximum cutting widths for all other mower types shall not exceed 180 inches (15 ft.) without the approval of the Engineer.

Safety Requirements. Mechanical mowers and finish mowers shall be equipped so as to conform to prevailing Occupational Safety Health Act (OSHA) Standards, including flashing

amber lights and slow-moving equipment emblems.

The Contractor shall comply with OSHA standards, including the use of Class 3 reflective shirts or vests at all times.

Notification to the Engineer shall be made immediately of any personal injury, accidents involving contractor's equipment, or accidents involving the motoring public.

While equipment is not in use, it shall be parked or stored off the pavement or shoulder of the highway in an inconspicuous place more than thirty (30) feet from edge of pavement or as directed by the Engineer. Under no circumstances shall mechanical mowers or finish mowers be parked or stored in medians. When batwing mowers are being moved from one site to another under their own power with the mowers raised, the mower shall be disengaged.

Handheld, pushed, or riding trimmers using string or blades are not considered mechanical mowers and cannot be considered as part of a continuous mowing operation under the terms of this special provision.

The Contractor shall be required to have a mechanical leaf blower on site to address any vegetation or debris deposited on state routes. The cost associated with this work shall be included in the unit price bid for mowing 806-01 or swath mowing 806-02.13.

The Contractor shall be required to have the company name and phone number on all tractors and work zone support vehicles on the left and right sides in a location that is visible to the public. The lettering for the company name and phone number shall consist of a reflectorized material with a minimum height of three inches (3") or five inches (5") in height if non-reflecterized.

Equipment Cleaning. The Contractor will be required to clean any piece of equipment moved into Tennessee if the equipment is moving from an area infested with invasive species of concern listed below:

- Cogon Grass

Prior to moving equipment into Tennessee, the Contractor shall notify the Engineer of the location of the equipment's most recent operation. The Contractor shall not move any equipment that last operated in an area infested with an invasive species of concern into Tennessee without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds. If the Contractor cannot verify the location of its most recent operation, then the Contractor shall assume that the location is infested with invasive species of concern.

Prior to moving from an area identified as infested with invasive species of concern to, or through Tennessee, the Contractor shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify TDOT prior to moving any equipment subject to the cleaning requirements set forth above. The Contractor shall advise TDOT of its cleaning measures and make the equipment available for inspection. TDOT shall

have two (2) days, excluding weekends and state holidays, to inspect and approve for use equipment after it has been made available. After satisfactory inspection, the Contractor may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. The Contractor shall not be required to disassemble equipment.

Traffic Control. The Contractor shall maintain traffic and all traffic control devices for mobile mowing operations according to the requirements contained herein, the State of Tennessee's currently adopted edition of the Manual on Uniform Traffic Control Devices (MUTCD) defined under the Rules of Tennessee Department of Transportation Chapter 1680-3-1, and the Standard Specifications. Although Traffic Control may be included in the cost of other items, the Contractor will be responsible for submitting certifications per Materials & Tests Division Standard Operating Procedures. Under no circumstances shall a mower cross the pavement edge line without complying with Mobile Operations requirements found in the MUTCD.

Warning Signs. The Contractor shall furnish portable signs in accordance with the "Manual on Uniform Traffic Control Devices" to notify the traveling public of the operations of mowing equipment. The Contractor shall place these signs on the highway during the operation of mowers and remove them immediately after the operation ceases. Signs at the beginning point shall be 48" by 48" in size; diamond-shaped with black letters on an orange background with a black border with eight-inch high letters. These signs shall be dual mounted, one on each shoulder, for both directions of travel.

Damage to Property. The Contractor shall carry on his operation in such a manner that he does not damage the existing ground areas, trees, shrubs, guardrail, utilities, delineators, or other structures. The Contractor shall not mow during wet conditions where turf damage or ruts would occur. In the event damage occurs to the right-of-way because of mowing operations, the Contractor shall replace or repair same, at his own expense, in like kind, and as directed by the Engineer. If damaged property resulting from the Contractor's operations has to be repaired or replaced by the Department, the cost of such work shall be deducted from monies due to the Contractor.

The Contractor shall take all necessary precautions to prevent damage to passing vehicles and to both public and private property. This shall include roadside obstacles, vehicles and any other property which may be damaged by the mowing operation. Payment for work may be withheld until the damaged property has been repaired or replaced.

The Contractor shall respond to all claims of damage from the public within seventy-two (72) hours after notification of damage. Failure to settle claims for damages in a timely manner may result in actions by the Department to preclude the Contractor from performing work on future projects.

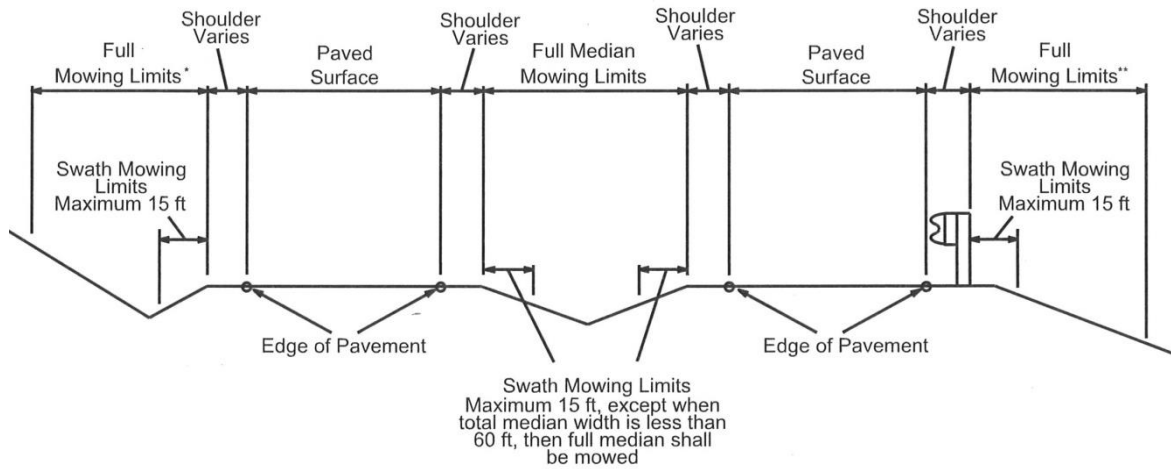
Additional Work. The Contractor may be required to mow in areas not specifically detailed in the Special Notes under the direction of the Engineer. Additional work shall be limited to the counties and systems which are designated in the Special Notes. Payment for additional work will be made at the contract unit price for mowing (item no. 806-01) or swath mowing (806-

02.13.)

Method of Measurement. Mowing shall be measured by the acre based on the quantities shown in the Special Notes for each mowable area. Each mowing cycle or partial cycle will be measured separately. A mowing cycle includes the mowing of all tabulated areas shown in the Special Notes one time.

Basis of Payment. The accepted quantities of mowing will be paid for at the contract unit price per acre. All costs for traffic control as defined above shall be included in the unit bid price for mowing Item No. 806-01 or swath mowing Item No. 806-02.13.

TYPICAL MOWING DIAGRAM
(NOT TO SCALE)



NOTES:

* Cut a minimum of 5 ft up the back slope from the bottom of the ditch, or as directed by the engineer.

** Cut a minimum of 5 ft behind all guardrail, or as directed by the engineer.

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

TENNESSEE DEPARTMENT OF TRANSPORTATION

**INTERSTATE 65 INTERCHANGE AT BUCKNER ROAD IN
SPRING HILL, TN
WILLIAMSON COUNTY- TENNESSEE**

CONTRACT NUMBER: DB2001



July 17, 2020

Addendum #1 August 21, 2020

Addendum #2 September 11, 2020

Addendum #3 September 29, 2020

Addendum #4 October 12, 2020

Addendum #5 November 9, 2020

Addendum #6 November 19, 2020

The typical section for the access road to Tracts 17 and 32 shall be designed per Std. Dwg. RD11-TS-1 using a design speed of 20mph. The typical section shall consist of two 10' lanes with no shoulders.

A median opening along Buckner Road shall be provided at the intersection with the access road. The intersection of the access road shall fall outside of the controlled access fence.

The pavement design for the access road shall be Mix Type IV as described in Table 3-3 of the TDOT Design Guidelines.

The pavement markings for the access road shall be provided according to Section 4 of the TDOT Design Guidelines and TDOT Standard Drawings.

The access road shall end with a cul-de-sac with a ninety-six foot minimum outside diameter.

A private driveway to Tract 17 and a field entrance to Tract 32 shall be provided.

The Design-Builder shall be responsible for preparing any additional environmental technical studies and completion of the NEPA document re-evaluation(s) if the design and/or construction activities extend beyond the environmental technical study area (ETSA) boundary that was studied in the approved NEPA document, its design falls outside the construction limits shown in the NEPA document. If the access road is designed exclusively within the ETSA, no further technical studies would be warranted; however, a re-evaluation shall be required. See Book 3 Section 9.0 for additional information.

The Design-Builder shall be responsible for preparing and obtaining required permits.

The Design-Builder's access road design shall be submitted with the Initial Right-Of-Way Exhibit Submittal and in the Technical Proposal with Response Category IV (TECHNICAL SOLUTIONS) information with TDOT comments to the initial submittal addressed. See Contract Book 1 (Instructions to Design-Builders). This submittal shall include the horizontal alignment, vertical alignment, and proposed ROW acquisition areas.

The access road shall intersect Buckner Road at a ninety (90) degree angle.

The alignment of the access road shall be parallel and adjacent to the CA fence and located beyond the CA fence but within the proposed ROW. The northern boundary for the proposed ROW for the access road shall be the CA fence. The southern boundary shall be determined as described on Standard Drawing RD11-TS-1. The Design-Builder shall provide access to Tracts 17 and 32, but minimize the amount of acquisition of Tract 33.