

# STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION

### **CONSTRUCTION DIVISION**

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

JOHN C. SCHROER COMMISSIONER BILL HASLAM GOVERNOR

**December 4, 2017** 

Re:

**ADDENDUM #7** 

Contract No. DB1601 County: Maury

To Whom It May Concern:

This addendum revises the Special Provision 108B Attached is the revised SP108B

It is the bidder's responsibility to notify all affected manufacturers, suppliers and subcontractors of this change.

Sincerely,

Lia Obaid, P.E.

**Construction Division** 

<u>SP108B</u>

<u>STATE</u> <u>OF</u> <u>TENNESSEE</u>

December 4, 2017 County: Maury Contract No.: DB1601

#### **SPECIAL PROVISION**

## REGARDING

## PROJECT COMPLETION AND LIQUIDATED DAMAGES

The project shall be completed in its entirety on or before the completion date July31, 2020

All lane closures must be approved in advance by the Engineer. Temporary lane closures shall not interfere with school or work traffic in the mornings or afternoons as stated in RFP Book 3. No lane closures will be allowed during Special Events, Holidays or Holiday weekends in accordance with the plans and specifications, or as directed by the Engineer.

All lane closures and operations must be coordinated with GM, existing construction contracts in the area, and as stated in book 3; temporary lane/road closure.

For each hour or portion thereof, which any traffic lane remains closed beyond the allowable time periods, the sum of five hundred dollars (\$500) per HOUR per lane shall be deducted from monies due the Design-Builder, not as a penalty, but as liquidated damages.

The liquidates damage deductions specified in Subsection 108.09 of the Standard Specifications, as amended, for failure to complete the project on or before July 31, 2020, shall apply for the project. For each calendar day after July 31, 2020, that all work specified in the contract; except for vegetation establishment and punch list items; is not complete, a sum of money equal to \$2,000 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.

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