

STATE

OF

TENNESSEE

(Rev. 9-27-01)
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(Rev. 09-27-11)

September 27, 2011

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) days suitable for mowing.

Definitions.

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.

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

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

Work Day. A calendar day, exclusive of Sundays and State recognized holidays, which weather or other conditions not under the control of the Contractor, will permit mowing 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.

General. All mowing shall be performed to the satisfaction of the Engineer. Standing vegetation shall be cut to a height of 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 5 feet up the back slope from the bottom of the ditch, 5 feet behind all guardrails as shown in The Typical Mowing Diagram on sheet 5, and other vegetation areas designated to be maintained which may not be accessible to machine mowers. Extreme care shall be taken not to damage the trees, plants and

shrubs, which are designated by the Engineer to remain. The Contractor shall mow as close as practicable to all fixed objects. Hand trimming is required atop earth berms, within all rip rap areas, and around all fixed objects, including but not limited to earth berms, guardrails, cablerail, utility installations, utility poles, mailboxes, delineators, sign posts, wildflower plots, bridge abutments and bridge piers. The Contractor shall not apply chemicals, unless otherwise specified in the general notes, nor bale mowed vegetation under this contract. See the General Notes regarding the special types of mowing, the number of cycles and incidentals. See sheet 5 for a typical mowing diagram detailing the required mowing limits. Actual dimensions & mowing limits shall be discussed at the Preconstruction Conference.

Time and Frequency Mowing. The number of mowing cycles will be indicated in the Proposal, but may be increased or decreased by the Engineer by one mowing cycle. In addition, the Engineer may require a partial mowing cycle at certain locations due to critical sight distances or other reasons. A mowing cycle will be considered complete when all mowing and hand trimming is complete to the satisfaction of the Engineer.

Mowing shall be performed only during the hours of daylight Monday through Friday, or as directed by the Engineer. If work is performed on Saturday the Contractor will be charged a Working Day. No work shall be conducted on Sunday. Any day the Contractor maintains a continuous mowing operation will be charged as a working day. When mowing within twelve (12) feet of the edge of pavement, mechanical mowers shall not discharge vegetation and debris toward the roadway. 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). Flaggers may be required and all needed safety precautions shall be taken when it is necessary for equipment to cross the main traffic lanes.

Equipment. Prior to beginning work, the Contractor shall provide the Engineer 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 at all locations designated herein to be mowed as per the equipment manufacturer's recommendations, and further that all equipment used in the work will be maintained in safe operating condition at all times. Any equipment that the Engineer determines to be unsuitable for use or hazardous to highway users shall not be used in the work. Sufficient equipment and accessory items necessary for an efficient operation and the completion of the cycle in the designated time shall be provided. Any special equipment requirements will be noted in the GENERAL NOTES.

All rotary mowers must be equipped with safety chains to prevent damage to property caused by flying debris propelled out from under the mower. 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 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 108 inches.

Tractors shall be equipped so as to conform to prevailing Occupational Safety Health Act Standards, including flashing amber lights and slow moving equipment emblems. 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 30 feet from edge of pavement or as directed by the Engineer. Under no circumstances shall mowers be parked or stored on medians less than 100 feet wide. When batwing mowers are being moved from one site to another under their own power with the mowers raised, the mower shall be disengaged.

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.

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-reflectorized.

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 by reason 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 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, but is not limited to trees, shrubs, fences, mail boxes, structures, delineators, utility poles, guardrail, cablerail, signs, vehicles and any other property which may be damaged by the mowing operation. Payment for work may be withheld until damaged property has been repaired or replaced.

The Contractor shall respond to all claims of damage from the public within 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.

Liability Insurance. The Contractor shall further provide for public protection by carrying a minimum of one million dollars (\$1,000,000) liability insurance on each project awarded to the Contractor.

Proof of such insurance (certificate of insurance) shall be submitted to and approved by the Department prior to the Department's execution of the contract and when requested by the Engineer. If the Contractor fails to furnish the certificate of insurance within ten (10) working days after receipt of the notice of award, or when requested, the Department may, in its sole discretion, cancel the award of contract and require that the bid security provided by the Contractor be forfeited.

The liability insurance policy shall be maintained for the duration of the project. The parties hereby agree that failure to maintain liability insurance shall constitute a material breach of the agreement. The Contractor shall provide the Engineer proof of a new policy prior to expiration of the current policy. The Contractor shall be considered in default at any time this insurance is canceled, terminated or allowed to expire prior to completion of the contract. The Contractor shall give the Department thirty (30) days written notice of his or his insurance carrier's intent to terminate the policy.

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

Method of Measurement. Mowing shall be measured by the acre based on the quantities shown on the Plans for each mowable area. Each mowing cycle or partial cycle will be measured separately. A cycle includes all of the mowing shown on the Plans.

Basis of Payment. The accepted quantities of mowing will be paid for at the contract unit price per acre.

TYPICAL MOWING DIAGRAM (NOT TO SCALE)