BID DOCUMENTS

MAY 2017

COUNTY FARM ROAD
PIERCE COUNTY, GEORGIA
P.I.# 0014923

Prepared for:
Pierce County Board of Commissioners
312 Nichols Street
Blackshear, Georgia 31516
### SECTION 00002
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Pierce County Board of Commissioners  
County Farm Road  
P.I. # 0014923  
TRL Project No. 2016-78H  
May 2017  
Revision 0
SPECIFICATIONS

SP 108.08 - Prosecution and Progress
SP 150.11 - Traffic Control

END OF SECTION
Sealed bids will be received by the Pierce County Board of Commissioners at 312 Nichols Street, Suite 5, Blackshear, Georgia 31516, until 2:00 p.m. local time on Tuesday, August 29, 2017 at which time and place they will be publicly opened and read. No submitted bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days.

This project includes the realignment of County Farm Road to support the construction of the new Pierce County High School. The work includes approximately 0.707 miles of two-lane roadway and the construction of two roundabouts.

A Pre-Bid Conference will be held on Tuesday, August 22, 2017, at 10:00 A.M. in the offices of 312 Nichols Street, Suite 5, Blackshear, GA 31516. All prospective Bidders are REQUIRED to attend. **Failure to attend could be cause for rejection of the bid.**

Bids for the complete work in one or more general contracts shall be made on the bid form provided and shall contain prices in words and figures for the work bid. All bids shall be accompanied by a Bid Bond drawn in favor of the Pierce County Board of Commissioners, in the amount of at least five percent (5%) of the lump sum bid for the complete work; such Bid Bond representing that the Bidder, if awarded the contract will promptly enter into a contract and furnish Performance Bond and Payment Bond as provided by law and approved by the Attorney for the Pierce County Board of Commissioners. The bonds shall be equal to one hundred percent (100%) and one hundred ten percent (110%) of the contract amount respectively. The Bid Bond shall be forfeited to the Pierce County Board of Commissioners as liquidated damages if the Bidder fails to execute the contract and provide Performance and Payment Bonds within ten (10) days after being notified that he has been awarded the contract.

The Pierce County Board of Commissioners in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

This contract includes a DBE goal of 15%.
Drawings and Specifications are open to public inspection at the office of the Pierce County Board of Commissioners, at the office of T. R. Long Engineering, P.C.; and Construction Journal. Plans may also be viewed at www.trlongeng.com.

Copies of the plans and specifications may be obtained from T. R. Long Engineering, 114 North Commerce Street, Hinesville, GA, 31313. The fee for the bid documents with construction plans on CD is $150.00. The fee for bid documents and full sized construction plans is $800.00. Such fees are non-refundable. Each bidder must purchase a package in order to be a registered bidder.

The Owner reserves the right to reject any or all bids and to waive informalities.
SECTION 00004
LIST OF DRAWINGS

PART 1 – GENERAL

1.1 SUMMARY

This document lists the drawings for the County Farm Road 2017.

1.2 CONTRACT DRAWINGS

Contract drawings are as follows:

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1.3 SUPPLEMENTARY DRAWINGS

These supplementary drawings may not be a part of the contract but are included with the drawings for information.

1.3.1 Reference Drawings

The following reference drawings are intended only to show the original construction. Drawings are the property of the OWNER and shall not be used for any purpose other than that intended by the contract. The drawings are half size. Full-size drawings are available at the bidder’s or Contractor’s expense. Information on procuring these full-size drawings may be obtained from the ENGINEER. Full size drawings may be inspected during regular working hours at the office of the ENGINEER.

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PART 1. GENERAL

1.1 SEALED BIDS

Sealed bids for construction of COUNTY FARM ROAD P.I. # 0014923 will be received until 2:00 P.M., Tuesday, August 29, 2017, at offices of the Pierce County Board of Commissioners, 2013 Nichols Street, Suite 5, Blackshear, Georgia 31516, at which time and place they will be publicly opened and read. No bid may be withdrawn after the closing time for the receipt of bids for a period of sixty (60) days.

1.2 SCOPE OF WORK

The work shall consist of furnishing all products and performing all labor necessary to perform the following:

Construct roadway realignment and roadway improvements for County Farm Road, P.I. # 0014923. The project length is 0.707 miles and consists of the relocation of a two lane roadway including two roundabouts.

All Work shall be completed in accordance with the plans and specifications. The Work will be awarded in one (1) Contract.

1.3 PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

Plans, Specifications and Contract Documents can be obtained through T. R. Long Engineering, P.C., 114 North Commerce Street, Hinesville, Georgia 31313. The fee for the bid documents with construction plans on CD is $150.00. The fee for bid documents and full sized construction plans is $800.00. Such fees are non-refundable. All documents and plans will be shipped via United States Postal Service. If you choose to have the documents shipped overnight, please submit your FedEx or UPS account number.

EACH CONTRACTOR SUBMITTING A PROPOSAL/BID FOR THIS PROJECT MUST BE A CERTIFIED PLAN HOLDER. TO BECOME A CERTIFIED PLAN HOLDER YOU MUST REGISTER WITH T. R. LONG ENGINEERING, P.C. AND PAY THE FEE FOR THE PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS. BIDS FROM NON-CERTIFIED PLAN HOLDERS WILL NOT BE OPENED.

1.4 CONTRACTOR LICENSE

Any Contractor submitting a bid must be licensed by the State of Georgia and must be a pre-certified Department of Transportation Contractor. License numbers and precertification numbers must be written on the face of the bid envelope. No bid will be opened unless it contains the Contractor's license number and Department of Transportation pre-certification.
number. See Instructions to Bidders for additional bidding requirements.

1.5 BONDS

Bids shall be accompanied by a bid bond or certified cashier’s check in an amount not less than 5% of the base bid. All bonds shall be by a surety company licensed in Georgia with an “A” minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of “Best’s Key Rating Guide Property Liability”. Performance and Payment Bonds are required in accordance with Georgia Department of Transportation Standard Specification Section 103.05. The performance bond shall be 100% of the contract amount and the payment bond shall be 110% of the contract amount. Each Bond shall be accompanied by a “Power of Attorney” authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

1.6 RESERVATION OF RIGHTS

Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

1.7 PREBID MEETING

A Pre-Bid Conference will be held on Tuesday, August 22, 2017, at 10:00 A.M. in the offices of 312 Nichols Street, Suite 5, Blackshear, GA 31516. All prospective Bidders are REQUIRED to attend. Failure to attend could be cause for rejection of the bid.

1.8 FUNDING SOURCES

Funding is to be provided by the Georgia Department of Transportation and the Pierce County Board of Commissioners.

END OF SECTION
INTENTION: It is intended that the Instructions to Bidders, General Conditions, Supplementary Conditions, Technical Specifications and Construction Drawings shall cover the complete work to which they relate.

PART 1. DEFINED TERMS

In addition to the terms defined in the General Conditions, (EJCDC 1910-8)(1996), additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 BIDDER

One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2 SUCCESSFUL BIDDER

The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

1.3 BID

A complete and properly signed offer to execute work for the prices stipulated in Bid Form and submitted in accordance with the Bidding Documents.

1.4 ADDENDA

Graphic or written documents issued by Engineer prior to the opening of Bids issued to clarify, revise, add to, or delete information in the original bidding documents or in previous addenda.

1.5 SPECIFICATIONS

The Georgia Department of Transportation Standard Specifications construction of Transportation System, 2013 Edition, and Applicable special provisions and supplemental specifications apply to this contract.

PART 2. BID FORM

2.1 All bids must be made upon the Bid Forms hereto annexed, and shall state the amount bid for each item shown, and all bids must be for materials and work called for in the
specifications. Deposits for plans and specifications are not refundable.

A. The Bid Form is included with the Bidding Documents.

B. All blanks on the Bid Form must be completed by printing in blue ink or in typed form.

C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

D. All names must be typed or printed in black ink below the signature.

E. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

F. The address and telephone number for communications regarding the Bid must be shown.

PART 3. QUALIFICATIONS OF BIDDERS

3.1 Bidders submitting a bid of $2,000,000.00 or less must be either a prequalified contractor or a registered subcontractor with the Georgia Department of Transportation.

3.2 Bidders submitting a bid in excess of $2,000,000.00 must be prequalified with the Georgia Department of Transportation.

3.3 Only registered/certified plan holders may receive addendums and submit a bid. A registered/certified bidder is a plan holder that has paid their deposit and is listed on the bidders list maintain by the Engineer.

3.4 Each bidder must complete the “Statement of Bidders Qualifications.”

PART 4. COPIES OF BIDDING DOCUMENTS

4.1 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

4.2 Owner and Engineer in making copies of Bidding Documents available for a non-refundable deposit do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.
PART 5. EXAMINATION OF BIDDING DOCUMENTS, OTHER DATA, AND SITE

5.1 It is the responsibility of each Bidder before submitting a bid:

A. To examine and study thoroughly the Bidding Documents and other related data identified in the Bidding Documents;

B. To visit the work site to ascertain by inspection pertinent location conditions such as location, character and accessibility of the site including existing surface and subsurface conditions in the work area; availability of facilities, location and character of existing work within or adjacent thereto, labor conditions, etc.

C. To become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

D. To obtain and carefully study (or assume responsibility for doing so) all addition or supplementary examination investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required of the bidding documents, and safety precautions and programs incident thereto;

E. To study and carefully correlate Bidder’s knowledge and observations with the Bidding Documents and such other related data; and

F. To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Bidding Documents and such other related documents;

G. To agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies or data are necessary for the determination of its Bid for performance of the work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

H. To become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicate in the Bidding Documents;

I. To determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

5.2 The Owner shall make available to all prospective bidders, previous to receipt of bids, information that it may have as to sub-soil conditions and surface topography at the work site. Such information shall be given as the best factual information available without being
considered as a representation of the Owner.

5.3 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception, the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART 6. PRE-BID CONFERENCE

6.1 A pre-bid conference will be held at «PreBidConfTime» on «PreBidConfDate», at «PreBidConfLocation». Representatives of Owner and Engineer will be present to discuss the Project. Bidders are required/encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

PART 7. INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Bidding Documents are to be directed to Engineer. The person submitting the request shall do so in writing and be responsible for its prompt delivery. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

PART 8. BID SECURITY

8.1 Each Bid must be accompanied by Bid security made payable to Owner in an amount of five percent of Bidder’s maximum Bid price and in the form of a certified or bank check or a Bid Bond (on form attached, if a form is prescribed) issued by a surety company licensed in Georgia with an “A” minimum rating of performance and a financial strength of at least five (5) times the contract price as listed in the most current publication of “Best’s Key Rating Guide Property Liability”.

Pierce County Board of Commissioners TRL Project No. 2016-78H
County Farm Road May 2017
P.I. # 0014923 Revision 0
8.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixty-first day after the Bid opening, whereupon Bid security furnished by such bidders will be returned. Bid security with Bids, which are not competitive, will be returned within seven days after the Bid opening.

8.3 Performance and payment bonds are required as per the Georgia Department of Transportation Standard Specifications Section 103.5. This results in a performance bond of 100% of the contract amount and a payment bond of 110% of the contract amount.

PART 9. CONTRACT COMPLETION TIME

9.1 The number of days within which, or by which the Work is to be (a) Substantially Completed and (b) also completed and ready for final payment are set forth in the Agreement. Provisions for liquidated damages, if any, are set forth in the Agreement. The time of completion for this project is 270 calendar days.

PART 10. SUBSTITUTE AND “OR EQUAL” TERMS

10.1 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Wherever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in the General Conditions and may be supplemented in the General Requirements.

PART 11. SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of
qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

11.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions would not constitute grounds for forfeiture of the bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.08 of the General Conditions.

11.3 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

PART 12. SUBMITTAL OF BIDS

12.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in a sealed opaque envelope, marked with the project title, and name and address of Bidder, and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation “BID ENCLOSED” on the face of it. Contractor license number(s) and Georgia Department of Transportation pre-certification number shall be written on the face of the bid envelope. Bids MUST be submitted intact in this book.

Each Bidder is responsible for seeing that his Bid is received by the Owner not later than the advertised time set for the opening of Bids.

PART 13. MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided.
PART 14. OPENING OF BIDS

14.1 Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amount of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART 15. ACCEPTANCE OF BIDS

15.1 Bids may not be withdrawn (except as noted in Part 13) after the time set for the opening of Bids. Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but the Owner may, in its sole discretion, release any Bid and return the Bid security prior to expiration of the acceptance period.

PART 16. AWARD OF CONTRACT

16.1 If the contract is awarded, it will be awarded to the lowest reliable bidder whose proposal shall have met all the prescribed requirements (Georgia Department of Transportation Standard Specification Section 103.02).

16.2 Owner reserves the right to reject any or all Bids, including without limitation, the rights to reject any or all nonconforming, nonresponsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

16.3 Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

16.4 In evaluating Bids, Owner will consider the qualification of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

The Owner will also consider whether the Bidder involved:

A. Maintains a permanent place of business;

B. Has adequate plant and equipment to do the work properly and expeditiously;

C. Has suitable financial status to meet obligations incidental to the work;

D. Has appropriate technical experience.
16.5 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

16.6 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner’s satisfaction within the prescribed time.

PART 17. MODIFICATIONS OF QUANTITIES

17.1 If the lowest bona fide Bid exceeds the money available for the Work, the Owner reserves the right to delete enough of the Work to bring the cost within the available funds. The Owner also reserves the right to delete whichever items or portions of items he considers to be in the best interest of the Owner.

PART 18. CONTRACT SECURITY

18.1 The General Conditions and Supplementary Conditions set forth Owner’s requirements as to performance and payment bonds. When the Successful Bidder delivers the executed Agreement to the Owner, it must be accompanies by the required performance and payment bonds.

PART 19. SIGNING THE AGREEMENT

19.1 When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) business days thereafter, Contractor shall sign and deliver the required counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) business days thereafter, Owner shall deliver one fully signed counterpart to the Contractor.

PART 20. LAWS AND REGULATIONS

20.1 The Contractor shall comply with local, District, County, State and Federal laws applicable to the work.
The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

PART 21. CONTRACTOR’S AND SUBCONTRACTOR’S INSURANCE

21.1 Contractor shall not commence work under this contract until he has obtained all the insurance required by the Supplementary Conditions.

PART 22. TERMINATION OF CONTRACT

22.1 If the Owner is made to stop construction of the work because of an order from a Court or State Department, the contract shall be terminated. Payment will be made for work completed and a prorating of the work underway, materials stored, and for the overhead and profit of the completed work and work underway. Payment will not be made for anticipated profit and overhead on work not completed or underway.

PART 23. DBE GOAL

23.1 A DBE goal of 15% has been set, the bidder shall submit with this bid proposal a list of all proposed DBE participants. A form for this purpose is provided in this proposal. Please refer to the following specifications:

A. DOT Standard Specification Section102.07 Rejection of Proposals
B. DOT Disadvantaged Business Enterprise Program (Special Provision)

PART 24. BUY AMERICAN

24.1 By submitting this bid, the Contractor agrees that preference will be given to domestic construction material by the Contractor, sub-contractors, material men and suppliers in the performance of this Contract. All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

24.2 This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500.00, whichever is greater.
PART 25. SUPPLIERS

25.1 The contractor shall use suppliers on the approved Georgia Department of Transportation Qualified Products List.

PART 26. PRECONSTRUCTION CONFERENCE

26.1 A preconstruction conference will be held prior to the issuance of a Notice to Proceed. At a minimum the following attendees are to be invited to participate:

A. Sponsor – Pierce County Board of Commissioners
B. Design Engineer
C. Contractor
D. Selected DBE Firms
E. GDOT Area Engineer
F. GDOT Project Manager
G. Utility Company Representatives

PART 27. TESTING

27.1 All testing is to meet the requirements outlined in the Georgia Department of Transportation Sampling, Testing and Inspection Guide.

END OF SECTION
BID FORM

PART 1. GENERAL

1.1 PROJECT IDENTIFICATION:

COUNTY FARM ROAD, PIERCE COUNTY

1.2 CONTRACT IDENTIFICATION AND NUMBER:

GDOT P.I.#0014923
T. R. LONG ENGINEERING # 2016-78

1.3 THIS BID IS SUBMITTED TO:

PIERCE COUNTY BOARD OF COMMISSIONERS
312 Nichols Street
Post Office Box 679
Blackshear, Georgia 31516

1.4 THIS BID IS SUBMITTED FROM

Bidder: ________________________________
Address: _______________________________
Phone: ________________________________
Bidder’s License No.: ____________________
Contractor’s License No.: ________________
GDOT Pre-certification: _________________
Email Address: __________________________

1.5 BASIS OF BIDS

A. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the
Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

B. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

C. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<table>
<thead>
<tr>
<th>Date</th>
<th>Addendum Number</th>
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</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

2. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

3. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.2 of the General Conditions, and accepts the determination set forth in Paragraph 6 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.

4. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (3.) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and
no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

5. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.

6. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

7. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

8. Bidder agrees to commence work under this Agreement on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the work within 270 consecutive calendar days from the "Notice to Proceed" date.

9. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

D. Bidder will complete the Work in accordance with the Contract Documents based on the prices shown in the following Schedule of Items:
# SCHEDULE OF ITEMS
## COUNTY FARM ROAD
### P.I.# 0014923

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Unit Price</th>
<th>Item Price</th>
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<td>653-1804</td>
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<td>CATCH BASIN, GP 1</td>
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**GRAND TOTAL**

TOTAL BID FOR ALL ESTIMATED PRICES

__________________________________________
(use words)

__________________________________________
($___________________)
(figures)
Unit Prices have been computed in accordance with paragraph 11.3.1 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price bid items will be based on actual quantities determined as provided, determined as provided in the Contract Documents.

SUBMITTED on ______________________, 20__.

BIDDER: ________________________________

BY: ________________________________

TITLE: ________________________________

LICENSE NO. ________________________________

ADDRESS: ________________________________

____________________________________

____________________________________

PHONE: ________________________________

Seal: (if bid by a Corporation)

END OF SECTION
SECTION 00460
BID BOND

STATE OF GEORGIA
COUNTY OF __________________________

KNOW ALL MEN BY THESE PRESENTS, that we, __________________________ as Principal, and __________________________ as Surety, are held and firmly bound unto the PIERCE COUNTY BOARD OF COMMISSIONERS for the sum of __________________________ __________________________ Dollars ($ _________)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Proposal for construction of:

COUNTY FARM ROAD, P.I.# 0014923

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall within ten days after receipt of conformed contract documents execute a contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Owner and execute a sufficient and satisfactory Performance Bond and Payment Bond payable to the Owner, each in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to the Owner, or in the event of the failure of the Contractor to execute and deliver the Contract Agreement and give said Performance and Payment Bonds, the Contractor shall pay the Owner the difference not to exceed the penalty hereof between the amount specified in said Proposal and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said Proposal, and execute the Special Assurances form, then this obligation shall be void; otherwise, it shall be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.
This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ____ day of ______________, 20____.

PRINCIPAL: ____________________________________________

Signed and sealed in the presence of

1. ___________________________  Title: ___________________________

2. ___________________________

SURETY: ____________________________________________

Signed and sealed in the presence of:

1. ___________________________  Title: ___________________________

2. ___________________________

END OF SECTION
SECTION 00470
QUALIFICATIONS OF BIDDER

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Legal Name of Bidder.

2. Permanent main office address.

3. When organized.

4. If a corporation, where incorporated.

5. How many years have you been engaged in the contracting business under your present firm or trade name?

6. Contract on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

7. General character of work performed by your company.

8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.

11. List your major equipment available for this contract.

12. Experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization, including the officers.

14. Credit available: $ ________________________.

15. Give Bank Reference ________________________________.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the ________________________.
17. The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by Pierce County in verification of the recitals comprising the Statement of Bidder's Qualifications. Dated on this ______ day of ______________________, 20____.

________________________________________
(Name of Bidder)

By ________________________________________

Title ________________________________

State of ___________________________

County of ___________________________

________________________________________, being duly sworn deposes and says that he is ____________________________ of ____________________________

(name of organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _________________, 20__.

________________________________________
(Notary Public)

My Commission expires:

________________________________________, 20__

END OF SECTION
CORPORATE CERTIFICATE

_______________ COUNTY, GEORGIA

CORPORATE CERTIFICATE

I, ________________________________, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that ________________________________, who signed said bid in behalf of the Contractor, was then (Title) ________________________________ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers, that said Corporations organized under the laws of the State of ________________.

This _______ day of __________________, 2015.

_________________________________ (SEAL)
Signature
STATE OF GEORGIA
COUNTY OF PIERCE

_______________________________, being first duly sworn, deposes and says that:

1. He/she is __________________________ of __________________________

   (owner, partner, officer, representative, or agent)

   the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Pierce County Board of Commissioners (Local Public Agency) or any person interested in the proposed Contract and;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.
By:  

Title:  

Subscribed and sworn to before me this _____day of ________________, 20__.

__________________________________
(Notary Public)

My commission expires ________________________, 20__.
SECTION 00500
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of ____________ in the year 20___, by
and between the PIERCE COUNTY BOARD OF COMMISSIONERS (hereinafter called
OWNER) and _______________________________ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree
as follows:

PART 1. WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract
Documents. The Work is generally described as follows:

Construct approximately 0.707 miles of new roadway alignment for the relocation of
County Farm Road in the support of the construction of the new Pierce County High School.
The roadway work will include the construction of a new segment of two-lane roadway with
an asphaltic concrete surface. Work will also include the construction of two roundabouts,
the realignment of a short section of Alabaha Road, and short segments of access roads to
the High School.

1.2 The Project for which the Work under the Contract Documents may be the whole or only a
part is generally described as follows:

COUNTY FARM ROAD
P.I. # 0014923

PART 2. ENGINEER

2.1 The Project has been designed by T. R. LONG ENGINEERING, P.C. who is hereinafter
called ENGINEER and who is to act as OWNER's representative, assume all duties and
responsibilities and have the rights and authority assigned to ENGINEER in the Contract
Documents in connection with completion of the Work in accordance with the Contract
Documents.

PART 3. CONTRACT TIME

3.1. CONTRACTOR agrees to commence Work under this Agreement on or before a date to be
specified on a written "Notice to Proceed" of the OWNER and to fully complete the Work
with 270 consecutive calendar days from the "Notice to Proceed" date with special
provisions shown in Technical Specification 108.08.
PART 4. CONTRACT PRICE.

4.1. Unit Price Work

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds of the amounts determined for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the CONTRACTOR’S UNIT PRICE BID (attached hereto as an exhibit), said amount being:

Dollars ($__________).

As provided in Paragraph 11.9.1 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in Paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.9.2 of the General Conditions.

PART 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments; OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’S Applications for Payment as recommended by ENGINEER, on or about the 25th day of each month during performance of the Work as provided in Paragraphs 5.1.1.1, 5.1.1.2 and 5.2 below. All such payments will be measured by the schedule of values established in Paragraph 2.6 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) as provided in the General Requirements.

5.1.1 For Cost of Work: Progress payments on account of the Cost of the Work will be made prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of
payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with Article 14 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.13.

PART 6. INTEREST

6.1 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

PART 7. CONTRACTOR'S REPRESENTATIONS.

In order in induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in Paragraph 4.2 of the General Conditions, and accepts the determination set forth in Paragraph 5 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to reply.

7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance of Paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the
Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.3 of the General Conditions.

7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

PART 8. CONTRACT DOCUMENTS

8.1 This Agreement

8.2 Exhibits to this Agreement

8.3 Performance and Payment Bonds

8.4 Notice of Award

8.5 General Conditions

8.6 Supplementary Conditions

8.7 Specifications as published by the Georgia Department of Transportation entitled “Standard Specifications Construction of Transportation Systems” as approved by the State Transportation Board April 18, 2013.

8.8 Drawings, consisting of “Plan and Profile of Proposed County Farm Road, Pierce County” and “Erosion, Sediment and Pollution Control Plan County Farm Road, Pierce County.”

8.9 Addenda numbers __ to __, inclusive.

8.10 CONTRACTOR's Bid and Schedule of Items

8.11 Documentation submitted by CONTRACTOR prior to Notice of Award.

8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to Paragraphs 3.4 and 3.5 of the General Conditions.

8.13 The documents listed in Paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Paragraphs 3.4 and 3.5 of the General Conditions.

PART 9. MISCELLANEOUS

9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract documents held to be invalid or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
PART 10. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in four (4) counterparts. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on ____________________________, 20__.

PIERCE COUNTY

By __________________________

CORPORATE SEAL

Attest _______________________

Address for giving notices

____________________________

____________________________

____________________________

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

LICENSE No. ________________

Agent for service of process: _______

____________________________

(If CONTRACTOR is a corporation, attach evidence of authority to sign)

END OF SECTION
STATE OF GEORGIA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, that we, ________________________, as Principal (hereinafter known as "CONTRACTOR"),

and we, ________________________,

(Name and Address of Surety)

as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the

PIERCE COUNTY BOARD OF COMMISSIONERS

for the use and benefit of those entitled thereto, in the sum of _________________________ Dollars ($______).

for the payment of which well and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the OWNER has engaged the said CONTRACTOR for the sum of ________________

_________________________ Dollars ($__________).

for the construction of:  COUNTY FARM ROAD P.I. # 0014923

as more sully appears in a written Agreement bearing the date of ________________, 20____, a copy of which Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said agreement or contract hereinbefore referred to and shall fully indemnify and save harmless the said OWNER from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said CONTRACTOR to do so, and shall fully reimburse and repay the said default, and shall guarantee all products and workmanship against defects for a period of one year, then this obligation or bond shall be null and void, otherwise, it shall remain in full force and effect.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement or Contract or in the work to be performed there under, or the Specifications accompanying the same shall in any way affect the obligations under the obligation or bond, and notice is hereby waived of any such damage, extension of time, alteration or addition to the terms of the Agreement or Contract or to the work or to the
Specifications.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36-10-1 et seq and 36-82-100 et seq and all the provisions of the law referring to this character of bond as set forth in said sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said CONTRACTOR has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ___ day of ___________, 20___. Executed in 4 counterparts.

CONTRACTOR:

Contractor Name: __________________________________________________________

Signed and sealed in the presence of:

1. ___________________________ Title: _________________________________
2. ___________________________ (SEAL)

SURETY: ________________________________________________________________

Signed and sealed in the presence of:

1. ___________________________ Title: _________________________________
2. ___________________________ (SEAL)

APPROVED AS TO FORM

By: ___________________________
   Attorney for the Owner

NOTE: 1. Date of bond must not be prior to date of contract. If CONTRACTOR is a PARTNERSHIP, all partners should execute bond.

2. Bond must be countersigned by Georgia resident agent.

3. Surety companies executing bonds must appear on the Treasure Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION
STATE OF GEORGIA
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS, that we, (Contractor Name and Address) ________________________________, as Principal (hereinafter known as "CONTRACTOR"), and we, ________________________________, (Name and Address of Surety), as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto the

PIERCE COUNTY BOARD OF COMMISSIONERS

for the use and benefit of those entitled thereto, in the sum of ________________________________ Dollars ($______________).

for the payment of which well and truly to be made, in lawful money of the United States, we do hereby bind ourselves, successors, assigns, heirs, and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the OWNER has engaged the said CONTRACTOR for the sum of ________________________________ Dollars ($______________).

for the construction of:

COUNTY FARM ROAD P.I. # 0014923

as more sully appears in a written Agreement bearing the date of ________________, 20______, a copy of which Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said CONTRACTOR and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contractor and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain if full force and effect.

Pierce County Board of Commissioners
County Farm Road
P.I. # 0014923
HOWEVER, this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the CONTRACTOR and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the County in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said CONTRACTOR or Surety or either of them (but not later than one year after the final settlement or said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the ________________, as the agent of each them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the CONTRACTOR and/or Surety.

(c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or preceding thereon that is instituted later than one year after the final settlement of said Contract.

(d) This bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 13-10-1 et seq and 36-82-100 et seq and all the provisions of law referring to this character of bond as set forth in said sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.
IN WITNESS WHEREOF, the said CONTRACTOR has hereunder affixed its signature and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this __ day of _____________, 20____. Executed in four counterparts.

CONTRACTOR: ____________________________

Signed and sealed in ____________________
the presence of:

1. ____________________ Title: ____________________

2. ____________________ (SEAL)

SURETY: ____________________________

Signed and sealed in ____________________
the presence of:

1. ____________________ Title: ____________________

2. ____________________ (SEAL)

APPROVED AS TO FORM

By: ____________________
    Attorney for the Owner

NOTE: 1. Date of bond must not be prior to date of contract. If CONTRACTOR is a PARTNERSHIP, all partners should execute bond.

   2. Bond must be countersigned by Georgia resident agent.

   3. Surety companies executing bonds must appear on the Treasure Department's most current list (circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION
SECTION 00620
CERTIFICATE OF OWNER’S ATTORNEY

I, the undersigned, ____________________________, the duly authorized and acting legal representative of the Pierce County Board of Commissioners, do hereby certify as follows: I have examined the foregoing contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_______________________________
Signature of Attorney

_______________________________
Date
SECTION 00700
GENERAL CONDITIONS

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PART 1. DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress and final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bonds - Bid, performance and payment bonds and other instruments of security.

Change Order - A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

Contract Price - The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).

Contract Time - The number of days (computed as provided in paragraph 17.2.1 through 17.2.2.) or the date stated in the Agreement for the completion of the Work.

CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with paragraph 14.8 or 14.10).

Drawings - The drawings which show the character and scope of the Work to be performed.
performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER - The person, firm or corporation named as such in the Agreement.

Field Order - A written order issued by ENGINEER which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Time.

General Requirements - Sections of Division 1 of the Specifications.

Laws and Regulations; Laws or Regulations - Laws, rules, regulations, ordinances, codes and/or orders.

Notice of Award - The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

OWNER - The public body or authority, corporation, association, firm or person with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Partial Utilization - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Resident Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The Work (or a
specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

**Supplementary Conditions** - The part of the Contract Documents which amends or supplements these General Conditions.

**Supplier** - A manufacturer, fabricator, supplier, distributor, material man or vendor.

**Underground Facilities** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**Unit Price Work** - Work to be paid for on the basis of unit prices.

**Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

**Work Directive Change** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by OWNER and recommended by ENGINEER, ordering and addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2.1 through 4.2.6. or 4.3.1 through 4.3.2. or to emergencies under paragraph 6.22. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

**Written Amendment** - A written amendment of the Contract Documents, signed by OWNER and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

**PART 2. PRELIMINARY MATTERS**

**Delivery of Bonds:**

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

**Copies of Documents:**

2.2. OWNER shall furnish to CONTRACTOR up to ten copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are
reasonably necessary for the execution of the Work. Additional Copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Project:

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6. Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), CONTRACTOR shall submit to ENGINEER for review:

2.6.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

2.6.2. A preliminary schedule of Shop Drawing submissions; and

2.6.3. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

2.7. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4., and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

Preconstruction Conference:
2.8. Within twenty days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6., to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

Finalizing Schedules:

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefore. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

PART 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

Intent:

3.1. The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.
Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonable have known thereof.

Amending and Supplementing Contract Documents:

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

3.4.1. A formal Written Amendment,

3.4.2. A Change Order (pursuant to paragraph 10.4), or

3.4.3. A Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contact Time may only be changed by a Change Order or a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, in one or more of the followings ways:

3.5.1. A Field Order (pursuant to paragraph 9.5),

3.5.2. ENGINEER’S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

3.5.3. ENGINEER’S written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

PART 4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

Availability of Lands:

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for
permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER’S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefore as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions:

4.2.1. Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3.1 through 4.3.2.) which are at our contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1. any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, OR

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise OWNER in Writing (with a copy to CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: IF ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a change Order will be issued as provided in Article 10 to reflect and
document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy of difference. If OWNER and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Articles 11 and 12.

Physical Conditions - Underground Facilities:

4.3.1. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness or any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2. Not Shown or Indicated. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the extent to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable
CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever a reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

PART 5. BONDS AND INSURANCE

Performance and Other Bonds:

CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

Contractor's Liability Insurance:

5.3. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

5.3.1. Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury occupational sickness or disease, or death on CONTRACTOR'S employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;
5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

5.3.6. Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

5.3.7. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverage and be written for not less than the limits of liability and coverage provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include completed operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER and with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The comprehensive general liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR'S obligations under paragraphs 6.30 and 6.31.

Owner's Liability Insurance:

5.5. OWNER shall be responsible for purchasing and maintaining OWNER'S own liability insurance and, at OWNER'S option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER'S consultants in the Work, all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and
such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

5.7. OWNER shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and ENGINEER'S consultants in the Work, all of whom shall be listed as insured or additional insured parties.

5.8. All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.

5.9. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR, Subcontractors or others in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

5.10. If OWNER requests in writing that other special insurance be included in the property insurance policy, CONTRACTOR shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, CONTRACTOR shall in writing advise the OWNER whether or not such other insurance has been procured by CONTRACTOR.

Waiver of Rights:

5.11.1. OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER, ENGINEER'S consultants and all other parties names as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER, ENGINEER'S consultants and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or
otherwise payable under any policy so issued.

5.11.2. OWNER and CONTRACTOR intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER or ENGINEER'S consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

Receipt and Application of Proceeds:

5.12. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER’S exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

Acceptance of Insurance:

5.14. If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with paragraph 2.7. If CONTRACTOR has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, CONTRACTOR shall notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with paragraph 2.7 OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.
Partial Utilization - Property Insurance:

5.15. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledge notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

PART 6. CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:
6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent give after prior written notice to ENGINEER.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR
shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

Adjusting Progress Schedule:

6.6. CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

Substitutes or "Or-Equal" Items:

6.7.1. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by ENGINEER will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs or redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique,
sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the General Requirements.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER’S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR’S expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER’S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER’S consultants for evaluating each proposed substitute.

Concerning Subcontractors, Suppliers and Others:

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof in accordance with the Supplementary Conditions, OWNER’S or ENGINEER’S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute, the Contract Price will be increased (or decreased) by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organization
performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR’S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER and contains waiver provisions as required by paragraph 5.11.1. through 5.11.2. CONTRACTOR shall pay each Subcontractor a just share of any insurance moneys received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7.

Patent Fees and Royalties:

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incidental to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which is applicable at the time of opening the Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.
Laws and Regulations:

6.14.1. CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR’S compliance with any Laws or Regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising there from; however, it shall not be CONTRACTOR’S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Taxes:

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises which construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims damages, losses and expenses (including, but not limited to fees or engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR’S performance of the Work.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR
shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

Safety and Protection:

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

   6.20.1 All employees on the Work and other persons and organizations who may be affected thereby:

   6.20.2 All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

   6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body (Including OSHA) having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice.
to OWNER and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR’S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER. Emergencies:

6.22. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variations.

Shop Drawings and Samples:

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR’S responsibilities under the Contract Documents with respect to the review submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR’S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1 Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents,
and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

6.26. ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER’S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

6.27. ENGINEER’S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER’S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER’S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

Continuing the Work:

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

Indemnification:

6.30. To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (b) is caused in whole or in part by an negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work.
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or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6.31. In any and all claims against OWNER or ENGINEER or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

6.32. The obligations of CONTRACTOR under paragraph 6.30 shall not extend to the liability of ENGINEER, ENGINEER'S consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

PART 7. OTHER WORK

Related Work at Site:

7.1. OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.

7.2. CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper
Coordination:

7.4. If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither OWNER nor ENGINEER shall have any authority or responsibility in respect of such coordination.

PART 8. OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER. Any dispute in connection with such appointment shall be subject to arbitration.

8.3 OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. OWNER’S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2.1 through 4.2.6. refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. OWNER’S responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.8.

8.6. OWNER is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. OWNER’S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 13.10 and 15.1 Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

PART 9. ENGINEER’S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1. ENGINEER will be OWNER’S representative during the construction period.
The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

Visits to Site:

9.2. ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER’S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Project Representation:

9.3. If OWNER and ENGINEER agree, ENGINEER will furnish a Resident Project Representative to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions.

Clarifications and Interpretation:

9.4. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve as adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on OWNER, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided
in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.

9.8. In connection with ENGINEER'S responsibilities as to Change Orders see Articles 10, 11, and 12.

9.9. In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

Determinations for Unit Prices:

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decisions thereon will be final and binding upon OWNER and CONTRACTOR, unless, within ten days after the date of any such decision, either OWNER or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

Decisions on Disputes:

9.11. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

Limitations on ENGINEER’S Responsibilities:
9.13. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

PART 10. CHANGES IN THE WORK

10.1. Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. OWNER and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments)

10.4.1. changes in the Work which
are ordered by OWNER pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties;

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties; and

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11;

Provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

PART 11. CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3, inclusive).
11.3.2. By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1.).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:
11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used by not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is not longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses will be included in the Cost of the Work for the purpose of determining CONTRACTOR'S Fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER in accordance with paragraph 5.9.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other
compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships),
general managers, engineers, architects, estimators, attorneys, auditors, accountants, 
purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR 
whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not 
specifically included in the agreed upon schedule of job classifications referred to in 
paragraph 11.4.1 or specifically covered by 
paragraph 11.4.4 - all of which are to be 
considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2. Expenses of 
CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office 
at the site.

11.5.3. Any part of 
CONTRACTOR'S capital expenses, 
including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all 
Bonds and for all insurance whether or not 
CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9. above).

11.5.5. Cost due to the negligence of CONTRACTOR, any 
Subcontractor, or anyone directly or indirectly employed by any of them 
or for whose acts any of them may be liable, including but not limited to, 
the correction of defective Work, 
disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expenses costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR'S Fee:

11.6. The CONTRACTOR'S Fee allowed to 
CONTRACTOR for overhead and profit 
shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. For costs incurred under paragraphs 11.4.1 and 11.4.2., the 
CONTRACTOR'S Fee shall be fifteen percent;

11.6.2.2. For costs incurred under paragraph 11.4.3, the CONTRACTOR'S Fee shall be five percent; and if a subcontract is 
on the basis of Cost of the Work plus a Fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3. No fee shall be payable on 
the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4 the amount of credit to be 
allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decreases plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and
11.6.2.5 When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1. through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER. CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3. There the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expenses as a result thereof, CONTRACTOR may make a claim for an increase in the CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.
PART 12. CHANGE OF CONTRACT TIME

12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if OWNER and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR is a claim is made therefore as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

PART 13. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accord with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER'S representatives, other representative of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspection:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspection, tests or approvals.
13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefore, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER'S or ENGINEER'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR with CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observations and replaced at CONTRACTOR'S expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and OWNER shall be entitled to an appropriate decrease in the CONTRACT Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided in Articles 11 and 12.
Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instruction, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges or engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER'S recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER’S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the
amount thereof, OWNER may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as many is necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

PART 14. PAYMENTS TO CONTRACTOR AND COMPLETION

Schedule of Values:

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least twenty days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an
Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Supplementary Conditions.

CONTRACTOR'S Warranty of Title:

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Thirty days after presentation of the Application for Payment with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by OWNER to CONTRACTOR.

14.5. ENGINEER'S recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER'S on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER'S review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to ENGINEER in the Contract Documents or that there may not be other matters or issues between the parties that might entitle CONTRACTOR to be paid...
additionally by OWNER or OWNER to withhold payment to CONTRACTOR.

14.6. ENGINEER’S recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR’S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER’S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extents as may be necessary in ENGINEER’S opinion to protect OWNER from loss because:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order,

14.7.3. OWNER has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. of ENGINEER’S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

OWNER may refuse to make payment of the full amount recommended by ENGINEER because claims have been made against OWNER on account of CONTRACTOR’S performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER) stating the reasons for such action.

Substantial Completion:

14.8. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall notify OWNER and ENGINEER in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers the Work substantially complete ENGINEER will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which to make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify
CONTRACTOR in writing, stating the reasons therefore. If, after consideration of OWNER'S objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to ENGINEER'S issuing the definitive certificate of Substantial Completion, ENGINEER'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

14.9. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and substantial complete. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify OWNER and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify OWNER and CONTRACTOR in writing giving the reasons therefore. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division or responsibility in respect thereof and access thereto.

14.10.2. OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasona-
ble time thereafter OWNER, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and ENGINEER that such part of the Work is not ready for separate operation by OWNER, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Final Inspection:

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.12. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instruction, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together which complete and legally effective releases of waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or leases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER’S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor of Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.
Final Payment and Acceptance:

14.13. If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.16. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty days after presentation to OWNER of the Application and accompanying documentation, in appropriate form and substance, and with ENGINEER'S recommendation and notice of acceptability, the amount recommended by ENGINEER will become due and will be paid by OWNER to CONTRACTOR.

14.14. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Contractor's Continuing Obligation:

14.15. CONTRACTOR’S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 14.16).

Waiver of Claims:

14.16. The making and acceptance of final payment will constitute:

14.16.1. a waiver of all claims by
OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.16.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

PART 15. SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.2. if a petition if filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit or creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge or property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors:

15.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR
disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass of conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contact Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

15.3. Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR when existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven days' written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

Contractor May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any
payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

PART 16. DISPUTE RESOLUTION

16.1. METHODS AND PROCEDURES

In an effort to resolve any conflicts that arise during the construction of the project or following the completion of the project, the OWNER and the CONTRACTOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

The OWNER and the CONTRACTOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

PART 17. MISCELLANEOUS

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

General:

17.3. Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER there.
under, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.
SECTION 00710
SPECIAL CONDITIONS

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PART 1.  GENERAL

1.1 SCOPE

A. The General Conditions shall apply to all work in this Contract, except as otherwise specified in the Special Conditions. Requirements of the Special Conditions supersede those of the General Conditions.

1.2 COMMENCEMENT AND COMPLETION OF WORK

A. The Contractor shall commence work under this contract within 10 calendar days after notice to proceed and shall diligently prosecute said work so as to complete the entire project and place it in use within 270 calendar days after notice to proceed.

1.3 SCOPE OF THE WORK

A. The work to be done hereunder includes the furnishing of all necessary machinery, equipment, tools, labor and other construction means, and all materials and equipment required to perform all work as set forth and called for by the Plans and Specifications and including the placing of the entire project into satisfactory operation.

1.4 LOCATION

A. The work under this Contract will be located in Pierce County, Georgia as shown on the Plans.

1.5 EXTENSION OF TIME AND FAILURE TO COMPLETE ON TIME

A. Any and all extensions of time shall be in accordance with Article 8 b) of the General Conditions, except as otherwise hereinafter provided.

B. Failure to complete the Project on or before the stipulated completion date will result in the assessment of liquidated damages; such damages shall include the cost of engineering, inspection and testing, together with any fines or penalties incurred by the Owner for non-compliance with water quality requirements or effluent limitations in the amount stated in the Proposal.

1.6 SANITARY REGULATIONS

A. The Contractor shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be
removed after the departure of the last employees from the job. The facilities shall be maintained at such points and in such manner as approved, and the Engineer shall have the right to inspect such facilities to determine whether or not sanitary requirements have been complied with.

1.7 ENVIRONMENTAL IMPACT

The Contractor shall conduct all his operations so as to minimize, to the greatest extent possible, adverse environmental impact.

A. Noise

1. All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels. In addition, operation of equipment and machinery shall be limited to daylight hours, except with the permission of the Engineer, based on critical need for the operation.

B. Dust/Smoke

1. All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

2. Burning operations will be conducted only with written permission of the Owner and/or appropriate regulatory agency. The Contractor shall be responsible for obtaining all permits and complying with all codes, ordinances and regulations pertaining to the burning.

C. Traffic

1. Trucks carrying spoil, fill, concrete or other material shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

D. Siltation

1. All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited in the adjacent creek. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins.
1.8 STORAGE OF MATERIALS

A. The Contractor shall arrange his plant and store his materials as compactly as practicable at points convenient for the Contractor and which do not damage the work or interfere with the operation of the existing plant or with work of other contractors or with free access to all parts of the site and to utility installations. Materials shall be stored as to facilitate inspection and to insure preservation of their quality and fitness for use. They shall be placed on wooden platforms or other clean surfaces and not on the ground and shall be placed under cover.

1.9 CONSTRUCTION STAKING

A. Refer also to Article 5 t) of the General Conditions.

B. The Engineer will provide benchmarks and baselines for horizontal and vertical control at the site of the work.

C. From the baselines and benchmarks established by the Engineer, the Contractor shall complete the layout of the work and shall be responsible for all measurements that may be required for the execution of the work prescribed in the specifications or on the Contract Plans, subject to such modifications as maybe required to meet changed conditions or as a result of necessary modifications to the contract work.

D. The Contractor shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor including instruments, rodmen, chainmen, etc., as may be required in laying out any part of the work from the baselines and benchmarks established by the Engineer.

E. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks established by the Engineer until authorized to remove them, and if such marks are destroyed by the Contractor or through his negligence prior to their authorized removal, they may be replaced by the Engineer at his discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor.

F. All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the Contractor in laying out the work shall be available at all times during the progress of the work for the ready examination by the Engineer or his duly authorized representative.

G. The Engineer may make original and final surveys and make computations to determine the quantities of work performed or finally in place, if required.

H. The Contractor shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a
progress payment is to be made. All original field notes, computations and other records, or facsimile copies thereof, taken by the Contractor for the purpose of construction and for progress surveys, shall be furnished promptly to the representative of the Engineer for permanent records and for determining the proper amount of progress payments due to the Contractor. Unless waived in each specific case, quantity surveys made by the Contractor shall be made during the presence of a representative of the Engineer.

I. The Engineer may make checks as the work progresses to verify lines and grades established by the Contractor and to determine the conformance of the completed work as it progresses with the requirements of Contract Specifications and Plans. Such checking by the Engineer or his representative shall not relieve the Contractor of his responsibility to perform all work in accordance with the Contract Plans and Specifications and the lines and grades given therein. In the event that location marks as established by the Contractor are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

J. No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the Contractor. All such costs will be considered as incidental to the Contract.

1.10 TEST BORINGS

A. Attached to this specification are boring logs of the area in the general vicinity of the project. Plans show the general location of the boring logs relative to the site features.

B. These reports of the test borings are for reference only and are not part of the Contract Documents.

C. There is no expressed or implied guarantee as to the accuracy neither of the data nor of the interpretation thereof. Each bidder must form his own opinion of the character of the materials which will be encountered from an inspection of the ground, from his own interpretation of the test whole information and from such other investigations as he may desire.

1.11 UTILITIES

A. Utilities such as sewer, water and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned lines as may be necessary for the proper construction and use of the new work.

1.12 ADJUSTMENT OF DISCREPANCIES

A. In all cases of discrepancies between the various dimensions and details shown on
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County Farm Road  May 2017
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drawings, or between the drawings and these specifications, the more expensive
construction shall be estimated before construction is started, the matter shall be
submitted to the Engineer for clarification. Without such a decision, discrepancies
shall be adjusted by the Contractor at his own risk and in settlement of any
complications arising from such adjustment, the Contractor shall bear all of the extra
expense involved.

1.13 TESTING

Testing shall be conducted as required by the Georgia Department of Transportation
using requirements for each item as shown in the Standard Specifications.

1.14 REFERENCE STANDARDS

A. The Georgia Department of Transportation “Standard Specifications Construction of
Transportation Systems shall be used. Reference to the standards of any other
technical society, organization, or association, or to codes of local or state
authorities, shall mean the latest standard, code, specification, or tentative standard
adopted and published at the date of taking bids, unless specifically stated otherwise.

1.15 PROJECT MANAGEMENT

A. The Contractor shall schedule and coordinate the work of the Contractor and all
subcontractors and others involved to maintain the accepted progress schedule. His
duties shall also include the planning of the work, the scheduling of ordering and
delivery of materials, and checking and control of all work under this Contract.
Construction schedules shall be submitted to the Engineer for review prior to the
start of any work. Schedules shall be verified or updated as necessary on a monthly
basis.

B. The Contractor shall be responsible for complete supervision and control of his
subcontractors as though they were his own forces. Notice to the Contractor shall be
considered notice to all affected subcontractors.

C. The Contractor shall appoint a qualified representative to act as the Project
Coordinator, or Superintendent, who shall be responsible for coordinating all work
and providing liaison with the Engineer and the Owner. The Project Coordinator or
Superintendent shall, in addition, plan the work, schedule the ordering and delivery
of materials, and check and control the various phases of the construction of all work
under this Contract. The Project Coordinator or Superintendent shall, in all matters,
represent the Contractor at the sites of the work in the absence of a Corporate Officer
or Principal of the firm.

D. The Project Coordinator or Superintendent shall not be changed unless the project
Coordinator or Superintendent proves to be unsatisfactory to the Contractor and
ceases to be in his employ.

1.16 INSTRUCTION OF OWNER'S EMPLOYEES

A. The Contractor shall provide competent personnel who fully understand the operation of the equipment to instruct the Owner's employees in the operation and maintenance of each item and system. Such instruction shall take place prior to acceptance of the installation by the Owner at such a time or times that are acceptable to the Owner.

B. Scheduling of instruction of the Owner's employees will be mutually agreed upon between the Owner, Contractor and the Engineer.

1.17 DIVISION OF WORK

A. Division of work as made by the Contract Plans and Specifications is for the purpose of specifying all work which is required. There is no attempt to make complete classification according to trade or any agreements which may exist between Contractors or groups of Contractors and trade union. Such division and classification of the work shall be the Contractor's responsibility.

1.18 RESTORATION

A. The Contractor shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easements progresses along with the pipe laying. If the Engineer determines that inadequate progress is being made with the restoration, he may shut down the Contractor's pipe laying operation until the restoration is caught up with the pipe installation.

B. Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed to those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

1.19 EXISTING UTILITIES

A. All known utility facilities are shown schematically on the plans and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of his responsibility under this requirement except as noted below. "Existing Utility Facilities" means any utility that exists on the project in its original, relocated or newly-installed position.

B. The Contractor shall contact all owners of utilities including gas companies, electric
companies, telephone companies, cable television companies and governmental units prior to starting any excavation on the project and shall request that they locate and mark their respective facilities.

C. The Contractor will not be held responsible for the cost of repairs to damaged underground facilities, other than service lines from the street mains to abutting property, when such facilities are not shown on the plans or the utility does not properly locate its lines and their existence is unknown to the Contractor prior to damages occurring, provided that the Engineer determines that the Contractor has otherwise fully complied with the Specifications. Payment for the cost of repairs will be as defined in Item 4 c) of the General Conditions.

1.20 DELAY AND EXTENSION OF TIME

A. If the Contractor is delayed at any time in the progress of the work by an act of neglect of the Owner or his employees or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the Contractor's control, or by any cause which the Engineer shall decide to justify the delay, then the time for completion shall be extended for such reasonable time as the Engineer may decide.

B. Delays resulting from site conditions unforeseen by the Owner and Contractor, errors, or omissions in the Plans or Specifications, such omissions lines not shown or incorrectly shown, and which cause an interruption in the orderly progress of the work, while awaiting a decision for change in the work, relocation of the utility or other corrective action by persons other than the Contractor's forces shall be justification for an extension of the Contract time except where the total elapsed time resulting from such delay is less than four hours. Delays exceeding four hours in length shall result in an extension of a minimum of one day. Time extensions will not be granted, however, in cases where the Contractor is able, without undue hardship, to shift his work crew to other productive work on the same project, in the same general work area.

C. Nothing herein shall relieve the Contractor from making reasonable and careful investigation of site conditions.

D. Remobilization - In the event conditions arise as set forth above that necessitate a Contractor to move his work force away from the job site, he will after notice from the Engineer, have five days to remobilize his work force. Time charges will resume when the work force returns or at the end of five days, whichever is sooner.

E. Notice of such delay shall be made in writing to the Engineer not more than thirty days after occurrence of such delay. Otherwise, no extension will be granted during the life of the Contract for such delay.
F. Refer also to Paragraph 8 b) of the General Conditions.

1.21 MAINTENANCE DURING CONSTRUCTION

A. The Contractor shall maintain the work from the beginning of construction operations until final acceptance of the project. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.

B. Upon completion of the work, the Contractor shall remove all construction signs and barriers before final acceptance of the Project.

C. While undergoing improvements, the roads shall be kept open to all traffic by the Contractor. The Contractor shall keep the portion of the Project being used by public traffic, whether it is through or local traffic, in such condition that traffic will be adequately accommodated. The Contractor shall bear all cost of signs and markings as required and other maintenance work during construction and before the Project is accepted and of constructing and maintaining such approaches, crossings, intersections, and other features as may be necessary without direct compensation.

1.22 FAILURE TO MAINTAIN ROADWAYS AND STRUCTURES

A. If, at any time, the Contractor fails to properly maintain roadways and structures, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy the unsatisfactory maintenance within 48 hours after receipt of such notice, the Engineer may immediately arrange for maintenance of the work, and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor under the Contract. As an alternative to the Engineer’s maintaining the work, all the items and quantities of work done, but not properly maintained, may be deducted from the current progress estimate, even if such items have been paid for in a previous estimate.

1.23 FLAGGING TRAFFIC

A. Competent, courteous, and neat flagmen shall be provided and available at all times when required. All flagmen must be DOT certified. A sufficient number of flagmen shall be provided to stop traffic, advise the public of delays occasioned, and keep traffic in their respective lanes along the project. Red flags, not less than 24 inches by 24 inches and mounted on a staff at least 36 inches long may be substituted for paddles in emergency situations only. Flagmen will wear high-visibility, colored hat and vest while flagging.
1.24 BARRICADES, DANGER, WARNING & DETOUR SIGNS

A. The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

B. The Contractor shall furnish, install, and maintain all necessary barricades, warning signs, and other protective devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

C. As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

D. The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the Contractor is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the Contractor provided the devices are removed promptly after completion of the work as specified above. If such warning devices are left in place for more than 30 days after the specified time for removal, the Owner shall have the right to remove such devices and to claim possession thereof.

E. Reflectorization for Construction Signing shall conform to the requirements of the Georgia Department of Transportation Standard Specifications.

1.25 DIFFERING SITE CONDITIONS

A. The Contractor shall promptly, and before such conditions are disturbed, notify the Engineer in writing of:

1. Subsurface or latent physical conditions differing materially from those indicated in this Contract, or

2. Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Engineer shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an
equitable adjustment shall be made and the Contract modified in writing accordingly.

1.26 HIGH VOLTAGE ACT

A. The Contractor acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of this Contract.

1.27 REFERENCED SPECIFICATIONS


END OF SECTION
SECTION 00715
GENERAL REQUIREMENTS

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PART 1. GENERAL

1.1 SCOPE AND INTENT

A. Description

1. The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the work is presented in Section 01010.

B. Work Included

1. The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water (except as specified herein), tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.

2. The cost of incidental work described in these General Requirements, for which there are no specific Contract Items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made therefor.

3. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment.

C. Public Utility Installations and Structures

1. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto.
whether owned or controlled by the Owner, other governmental bodies or privately owned by individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, electricity, telephone, sewerage, drainage, water or other public or private property which may be affected by the work shall be deemed included hereunder.

2. The Contractor shall protect all public utility installations and structures from damage during the work. Access across any buried public utility installation or structure shall be made only in such locations and by means approved by the Engineer. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.

3. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Plans to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefor.

4. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be in accordance with the General and Supplemental General Conditions.

D. Notification

1. It shall be the Contractor's responsibility to contact the all companies before starting construction so maintenance personnel can locate and protect facilities, if required by the utility company.

2. The Contractor shall give written notice to Owner and other governmental utility departments and other owners of public utilities of the location of his proposed construction operations, at least forty-eight hours in advance of
breaking ground in any area or on any unit of the work.

3. The maintenance, repair, removal, relocation or rebuilding of public utility installations and structures, when accomplished by the Contractor as herein provided, shall be done by methods approved by the Engineer.

1.2 PLANS AND SPECIFICATIONS

A. Plans

1. When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.

B. Copies Furnished to Contractor

1. The Contractor shall furnish each of the subcontractors, manufacturers, and material men such copies of the Contract Documents as may be required for their work. Additional copies of the Plans and Specifications, when requested, may be furnished to the Contractor at cost of reproduction.

C. Supplementary Drawings

1. When, in the opinion of the Engineer, it becomes necessary to explain more fully the work to be done or to illustrate the work further or to show any changes which may be required, drawings known as Supplementary Drawings, with specifications pertaining thereto, will be prepared by the Engineer and five paper prints thereof will be given to the Contractor.

D. Contractor to Check Plans and Data

1. The Contractor shall verify all dimensions, quantities and details shown on the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting therefrom nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quality of materials and equipment included in work to be done under the Contract.
E. Specifications

1. The Technical Specifications consist of three parts: General, Products and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements for the work and shall always govern whenever there appears to be a conflict.

F. Intent

1. All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.

2. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

3. The inclusion of the Related Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the Contractor, and shall not be interpreted as a complete list of related Specification Sections.

1.3 MATERIALS AND EQUIPMENT

A. Manufacturer

1. The names of proposed manufacturers, material men, suppliers and dealers who are to furnish materials, fixtures, equipment, appliances or other fittings shall be submitted to the Engineer for approval. Such approval must be obtained before shop drawings will be checked. No manufacturer will be approved for any materials to be furnished under this Contract unless he shall be of good reputation and have a plant of ample capacity. He shall, upon the request of the Engineer, be required to submit evidence that he has manufactured a similar product to the one specified and that it has been previously used for a like purpose for a sufficient length of time to demonstrate its satisfactory performance.
2. All transactions with the manufacturers or subcontractors shall be through the Contractor, unless the Contractor shall request, in writing to the Engineer, that the manufacturer or subcontractor deal directly with the Engineer. Any such transactions shall not in any way release the Contractor from his full responsibility under this Contract.

3. Any two or more pieces of material or equipment of the same kind, type or classification, and being used for identical types of service, shall be made by the same manufacturer.

B. Delivery

1. The Contractor shall deliver materials in ample quantities to insure the most speedy and uninterrupted progress of the work so as to complete the work within the allotted time. The Contractor shall also coordinate deliveries in order to avoid delay in, or impediment of, the progress of the work of any related Contractor.

C. Tools and Accessories

1. Otherwise stated in the Contract Documents, furnish with each type, kind or size of equipment, one complete set of suitably marked high grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.

2. Spare parts shall be furnished as specified.

3. Each piece of equipment shall be provided with a substantial nameplate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, serial number, weight and principal rating data.

D. Installation of Equipment

1. The Contractor shall have on hand sufficient proper equipment and machinery of ample capacity to facilitate the work and to handle all emergencies normally encountered in work of this character.

2. Equipment shall be erected in a neat and workmanlike manner on the foundations at the locations and elevations shown on the plans, unless directed otherwise by the Engineer during installation. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary connections can be made readily
between the various units.

3. The Contractor shall furnish, install and protect all necessary anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be as approved by the Engineer and made of ample size and strength for the purpose intended. Substantial templates and working drawings for installation shall be furnished.

4. The Contractor shall, at his own expense, furnish all materials and labor for, and shall properly bed in nonshrink grout, each piece of equipment on its supporting base that rests on masonry foundations. Grout shall completely fill the space between the equipment base and the foundation. All metal surfaces coming in contact with concrete or grout shall receive a coat of coal tar epoxy equal to Koppers 300M.

1.4 INSPECTION AND TESTING

A. General

1. Inspection and testing of materials will be performed by the Contractor utilizing the Georgia Department of Transportation QC/QA Guidelines and Requirements.

1.5 TEMPORARY STRUCTURES

A. Temporary Fences

1. If, during the course of the work, it is necessary to remove or disturb any fence or part thereof, the Contractor shall, at his own expense, provide a suitable temporary fence which shall be maintained until the permanent fence is replaced. Contractor shall provide barriers between the existing Control Building and the new pipe gallery and filter gallery to prevent access, except as necessary to prosecute the work, between the structures. Barriers shall also be designed to minimize noise, dust, and heat transmission.

1.6 TEMPORARY SERVICES

A. First Aid

1. The Contractor shall keep upon the site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when people are employed on the work.
1.7 LINES AND GRADES

A. Grade

1. All work under this Contract shall be constructed in accordance with the lines and grades shown on the Plans, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.

2. The Engineer will establish bench marks and base line controlling points. Reference marks for lines and grades as the work progresses will be located to cause as little inconvenience to the prosecution of the work as possible. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. He shall remove any obstructions placed by him contrary to this provision.

B. Surveys

1. The Contractor shall furnish and maintain, at his own expense, stakes and other such materials, and give such assistance, including qualified helpers, as may be required by the Engineer for setting reference marks. The Contractor shall check such reference marks by such means as he may deem necessary and, before using them, shall call the Engineer's attention to any inaccuracies. The Contractor shall, at his own expense, establish all working or construction lines and grades as required from the reference marks set by the Engineer, and shall be solely responsible for the accuracy thereof.

2. The Contractor shall keep the Engineer informed a reasonable time in advance as to his need for line and grade reference marks, in order that they may be furnished and all necessary measurements made for record and payment with the minimum of inconvenience to the Engineer or of delay to the Contractor.

3. It is the intention not to delay the work for the establishment of reference marks but, when necessary, working operations shall be suspended for such reasonable time as the Engineer may require for this purpose.

C. Safeguarding Marks

1. The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of reestablishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to removing without authorization such established points, stakes and marks.
2. The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.

D. Datum Plane

1. All elevations indicated or specified refer to the Mean Sea Level Datum of the U.S.C. & G.S. (N.O.S.) which is 0.80 feet above the Mean Low Water Datum of the U.S. Army Corps of Engineers.

1.8 ADJACENT STRUCTURES AND LANDSCAPING

A. Responsibility

1. The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation and reconstruction of such items called for on the plans or specified shall be included in the various Contract Items and no separate payments will be made therefor. Where such public and private property, structures of any kind and appurtenances thereto are not shown on the Plans and when, in the opinion of the Engineer, to avoid interference with the work, payment therefor will be made as provided for in the General Conditions.

2. Contractor is expressly advised that the protection of buildings, structures, tunnels, tanks, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the project which may reasonably be expected to be affected by the Work shall be performed by and be the responsibility of the Contractor.

3. Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.

4. Prior to the beginning of any excavations the Contractor shall advise the
Engineer of all buildings or structures on which he intends to perform work or which performance of the project work will affect.

B. Protection of Trees

1. The contractor shall conduct his operations in a manner to prevent limb, bark, or root injuries to trees, shrubs, or other types of vegetation that are to remain growing and also to prevent damage on adjacent property. When any such injuries unavoidably occur, all rough or scarred areas shall first be made reasonably smooth in accordance with generally accepted horticultural practices and the scars then thoroughly covered with an asphaltum base tree paint. Any plants that are damaged, by any work pursuant to this contract, to such an extent as to destroy their value for shade or other landscape purposes, shall be reported to the owner and the Engineer for their decision as to disposition of same.

C. Lawn Areas

1. Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod in the manner described in the Workmanship and Materials section.

D. Restoration of Fences

1. Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Engineer. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific Item is provided therefor, as part of the overhead cost of the work, and no additional payment will be made therefor.

1.9 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Engineer and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

1.10 CLEANING
A. During Construction

1. During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.

2. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefor develops.

B. Final Cleaning

1. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be water, dirt, rubbish or any other foreign substances.

2. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.11 MISCELLANEOUS

A. General

1. The Contractor shall fully comply with the specific guidelines pertaining to protection of the environment during performance of all work, as specified in the section entitled "Environmental Protection" provided at the end of this section.

B. Existing Facilities

1. The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in the Specific Provisions.

C. Use of Chemicals

1. All chemicals used during project construction or furnished for project operation, whether disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.
PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

END OF SECTION
SECTION 00800
SUPPLEMENTARY CONDITIONS

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SECTION 00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

PART 1. TERMS

1.1 The terms used in these Supplementary Conditions which are defined in the Standard General Conditions of the Construction Contract have the meanings assigned to them in the General Conditions.

PART 2. SCOPE OF THE WORK

2.1 The Work includes the furnishing of all necessary machinery, equipment, tools, labor and other construction means, and all materials and equipment required to perform the Work including the placing of the Work into satisfactory operation.

PART 3. COMMENCEMENT AND COMPLETION OF WORK

3.1 The Contractor shall commence work within 10 days after Notice to Proceed is issued. He shall complete his work within 270 consecutive calendar days.

3.2 If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 12 of the General Conditions; and, if the Owner does not exercise his reservations as set forth in Article 13, the Contractor shall continue the work in which event liquidated damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount of $400.00 per each day of delay of the work until the work is completed.

PART 4. REPORTS AND DRAWINGS USED BY THE ENGINEER

4.1 In the preparation of Drawings and Specifications, ENGINEER has relied upon:

A. The following reports of explorations and tests of sub-surface conditions at the site of the Work:


PART 5. INSURANCE

5.1 The limits of liability for the insurance required by Paragraph 5.3 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by
Laws and Regulations:

A. Workers' Compensation, etc. under Paragraphs 5.3.1 and 5.3.2 of the General Conditions:

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B. Comprehensive General Liability (under Paragraphs 5.3.3 through 5.3.6 of the General Conditions):

1. Combined single limit for Bodily Injury and Property Damage:  
   $1,000,000 Each Occurrence  
   or combined single limit $2,000,000

2. Property Damage liability insurance will provide Explosion, Collapse and Underground coverages where applicable.

3. Personal Injury, with employment exclusion deleted  
   $1,000,000 Annual Aggregate

C. Comprehensive Automobile Liability (under Paragraph 5.3.7 of the General Conditions):

Bodily Injury:

- $500,000 Each Person
- $500,000 Each Occurrence

Property Damage:

- $100,000 Each Occurrence  
  or combined single limit of $200,000

5.2 Builders Risk Insurance (Fire and Extended Coverage):

100% completed value based on the insurable portion of the project.

5.3 Contractual Endorsement:

A. The Contractual Liability required by Paragraph 5.4 of the General Conditions shall provide coverage for not less than the following amounts:
1. Bodily Injury:
   $500,000     Each Occurrence

2. Property Damage:
   $500,000     Each Occurrence
   $N/A      Annual Aggregate

PART 6. CERTIFICATES OF INSURANCE

6.1 Certificates acceptable to the Owner shall be attached to the signed Contract Documents when they are transmitted to the Owner for execution. These certificates shall contain the statement that "Coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior to cancellation written notice has been given to the Owner, as evidenced by receipts of registered or certified mail".

PART 7. ACCIDENTS

7.1 The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts to the Engineer, giving full details in writing of the claim. The Contractor shall advise his superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor he proposes to use in case of an accident.

PART 8. HOLD HARMLESS CLAUSE

8.1 The Contractor agrees to hold harmless, indemnify and defend the Owner and his agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any and all related costs and expenses, of every kind and character, growing out of, incidental to, or resulting directly or indirectly from the Contractor’s performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except that the Contractor shall have no liability for damages or the costs incidental thereto caused by the sole negligence of the Owner, his agents, architects, engineers, or employees. The Contractor will require any and all subcontractors to conform
with the provisions of this clause prior to commencing any work and agrees to ensure that this clause is in conformity with the insurance provisions of the contract.

PART 9. CONTRACTOR’S STATUS

9.1 It is agreed that the Contractor shall occupy the status of an Independent Contractor and the Contractor’s employees are not employees of the Owner.

12.2 The Contractor shall be responsible for complete supervision and control of his subcontractors as though they were his own forces. Notice to the Contractor shall be considered notice to all affected subcontractors.

12.3 The Contractor shall appoint a qualified representative to act as the Project Coordinator, or Superintendent, who shall be responsible for coordinating all work and providing liaison with the Engineer and the Owner. The Project Coordinator or Superintendent shall, in addition, plan the work, schedule the ordering and delivery of materials, and check and control the various phases of the construction of all work under this Contract. The Project Coordinator or Superintendent shall, in all matters, represent the Contractor at the sites of the work in the absence of a Corporate Officer or Principal of the firm.

12.4 The Project Coordinator or Superintendent shall not be changed unless the project Coordinator or Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

PART 10. CONTRACTOR’S AFFIDAVIT

10.1 Upon completion of the work and prior to final payment and settlement of all sums due hereunder, Contractor will furnish to Owner, a Contractor’s Affidavit in the usual form submitted by Contractor under the laws of the State of Georgia to the effect that all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring that there are not outstanding claims under said contract which could become a lien on the real estate arising out of said contract.

PART 11. RESIDENT PROJECT ENGINEER

11.1 The Owner reserves the right to furnish a Resident Project Engineer as deemed necessary to insure the Project quality control and conformance to Plans and Specifications, who will act as the Owner’s Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.

PART 12. ACCESS FOR INSPECTION

12.1 Access for inspection shall be provided for representatives of the Georgia Department of Transportation and Pierce County, Georgia.
PART 13. UTILITIES

13.1 Utilities such as sewer, water and electric lines encountered in the work shall be protected from injury and maintained in service until moved or replaced as required under this Contract or by others as the case may be, or abandoned as may be necessary for the proper construction and use of the new work.

PART 14. ADJUSTMENT OF DISCREPANCIES

14.1 In all cases of discrepancies between the various dimensions and details shown on drawings, or between the drawings and these specifications, the more expensive construction shall be estimated before construction is started, the matter shall be submitted to the ENGINEER for clarification. Without such a decision, discrepancies shall be adjusted by the CONTRACTOR at his own risk and in settlement of any complications arising from such adjustment, the CONTRACTOR shall bear all of the extra expense involved.

PART 15. MEASUREMENT AND PAYMENT

15.1 Measurement and payment shall be made for the units and at the lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items or work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.

PART 16. MODIFICATION OF QUANTITIES

16.1 The itemized quantities shall be considered by the Contractor as the quantities required to complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or less than the quantities shown on the items, an amount equal to the difference in quantities at the unit prices for the item will be added to or deducted from the contract price.

16.2 When itemized quantities are not given in the Proposal, the work shown on the plans or specified shall be considered by the Contractor to be included in his contract for the lump sum price bid.

PART 17. SAFETY AND HEALTH REGULATIONS

17.1 The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

PART 18. SANITARY CONVENIENCES
18.1 The CONTRACTOR shall provide adequate sanitary conveniences for use of those employed on the work and their use shall be strictly enforced. Such conveniences shall be made available when the first employees arrive on the site and shall be removed after the departure of the last employees from the job.

PART 19. ENVIRONMENTAL IMPACT

19.1 The CONTRACTOR shall conduct all operations so as to minimize, to the greatest extent possible, adverse environmental impact.

A. Noise: All equipment and machinery shall be provided with exhaust mufflers maintained in good working order so as to reduce operating noise to minimum levels.

B. Dust/Smoke: All equipment movements shall be accompanied by a minimum of dust. Traveled surfaces and earthwork shall be maintained in a moist condition to avoid the generation of dust or the airborne movement of particulate matter under all prevailing atmospheric conditions.

Burning operations will be conducted only with written permission of the OWNER and/or appropriate regulatory agency. The CONTRACTOR shall be responsible for obtaining all permits and comply with all codes, ordinances and regulations pertaining to the burning.

C. Traffic: Trucks shall be routed over roads which will result in the least effect on traffic and nuisance to the public. All material shall be loaded in a manner which will preclude the loss of any portion of the load in transit, including covering, if necessary.

D. Sedimentation: All points of concentrated runoff from rainfall shall be visually monitored to determine that no eroded material from the construction site is being deposited offsite. Measures shall be taken to promptly eliminate such a deposition if occurring, including the installation of detention basins. Soil Erosion and sediment control measures shall include all temporary and permanent means of protection and trapping soils of the construction site during land disturbing activity. Activity covered in this contract is regulated by the [South Carolina] [Georgia] Erosion and Sediment Control Act, and NPDES General Permit for Construction Activity.

PART 20. CONSTRUCTION STAKEOUT

20.1 The CONTRACTOR shall be responsible for construction stakeout.

20.2 From the dimensions and benchmarks shown on the plans the CONTRACTOR shall complete the layout of the work and shall be responsible for all measurements that may be
required for the execution of the work prescribed in the specifications or on the Drawings, subject to such modifications as may be required to meet changed conditions or as a result of necessary modifications to the Work.

20.3 The CONTRACTOR shall furnish, at his own expense, all such stakes, spikes, steel pins, templates, platforms, equipment, instruments, tools and material and all labor as may be required in laying out any part of the Work from the baselines and benchmarks.

20.4 It shall be the responsibility of the CONTRACTOR to maintain and preserve all benchmarks shown on the plans.

20.5 All survey data shall be recorded in accordance with standard and approved methods. All field notes, sketches, records and computations made by the CONTRACTOR in laying out the work shall be available at all times during the progress of the work for the ready examination by the ENGINEER or his duly authorized representative.

20.6 The CONTRACTOR shall make such surveys and computations as are necessary to determine the quantities of work performed or placed during each period for which a progress payment is to be made.

20.7 The ENGINEER may make checks as the work progresses to verify lines and grades established by the CONTRACTOR and to determine the conformance of the completed work as it progresses with the requirements of Contract Documents and Drawings. Such checking by the ENGINEER or his representative shall not relieve the CONTRACTOR of his responsibility to perform all work in accordance with the Contract Documents and Drawings and the lines and grades given therein. In the event that location marks as established by the CONTRACTOR are found to be inaccurate or inadequate, work shall be suspended until corrections have been made.

20.8 No separate payment will be made for the costs involved in the survey work, layout work or staking performed by the CONTRACTOR. All such costs will be considered as incidental to the Work.

PART 21. RECORD DATA AND DRAWINGS

21.1 The Contractor shall keep accurate, legible records of the locations, types, and sizes of sanitary lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures an other related work performed under this project. On a set of project prints provided by the Owner, the Contractor shall prepare a set of “record” drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and/or permanent type structures. Invert elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These “record” drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is
requested by the Owner, such copy shall be made available within 24 hours after the request is made.

21.2 The Contractor shall provide the Owner with one set of red-lined prints indicating record drawing information.

PART 22. PROPERTY CORNERS

22.1 The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of Georgia.

PART 23. RESTORATION

23.1 The CONTRACTOR shall conduct his operations so that restoration of roadways, driveways, curb and gutter, ditches and easement progresses along with the pipe laying.

23.2 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed to those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

PART 24. MAINTENANCE DURING CONSTRUCTION

24.1 The CONTRACTOR shall maintain the Work from the beginning of construction operations until final acceptance. This maintenance shall constitute continuous and effective work prosecuted day by day with adequate equipment and forces to the end that the site and structures thereon are kept in satisfactory condition at all times, including satisfactory signing or marking as appropriate and control of traffic where required by use of traffic control devices as required by the State in which this project is located.

24.2 Upon completion of the Work, the CONTRACTOR shall remove all construction signs and barriers before final acceptance.

24.3 While undergoing improvements, the roads shall be kept open to all traffic by the CONTRACTOR. The CONTRACTOR shall keep the portion of the site being used by public traffic, whether it be through or local traffic, in such condition that traffic will be adequately accommodated. The CONTRACTOR shall bear all cost of signs and markings as required and other maintenance work during construction and before the Work is accepted and of constructing and maintaining such approaches, crossing, intersections, and other features as may be necessary without direct compensation.
PART 25. BARRICADES, DANGER, WARNING AND DETOUR SIGNS

25.1 The CONTRACTOR shall provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices, and shall take all necessary precautions for the protection of the work and safety of the public. Highways and streets closed to traffic shall be protected by effective barricades, and obstructions shall be lighted during hours of darkness. Suitable warning signs shall be provided to properly control and direct traffic.

25.2 The CONTRACTOR shall furnish, install, and maintain all necessary barricades, warning signs, and other protection devices in accordance with the State requirements in which the project is located. Temporary signs may be reused, provided they are in good condition and legible. All protective devices shall be kept in a good, legible condition while in use.

25.3 As soon as construction advances to the extent that temporary barricades, and signs are no longer needed to inform the traveling public, such signs shall be promptly removed.

25.4 The cost of furnishing, erecting, maintaining, and removing protective devices will not be paid for as a separate Bid Item. Where the CONTRACTOR is required to perform any of these functions, the cost thereof shall be included in the overall Bid submitted. Ownership of the temporary warning devices shall remain with the CONTRACTOR.

PART 26. HIGH VOLTAGE ACT

26.1 The CONTRACTOR acknowledges the requirement of the High Voltage Act of the General Assembly of Georgia by execution of this Contract.

PART 27. BUY AMERICAN

27.1 By submitting this bid, the Contractor agrees that preference will be given to domestic construction material by the Contractor, sub-contractors, material men and suppliers in the performance of this Contract. All manufacturing processes for steel and iron materials and steel and iron coatings permanently incorporated into this project must occur in the United States of America. However, pig iron and processed, pelletized, or reduced iron ore used in the production of these products may be manufactured outside the United States.

27.2 This requirement, however, does not prevent a minimal use of foreign materials and coatings, provided the cost of materials and coatings used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or $2,500.00, whichever is greater.

END OF SECTION
INSTRUCTIONS FOR LIST OF DBE PARTICIPANTS

A DBE goal of 15% has been established, you must propose to achieve a goal that is equal or greater than the percentage required.

The DBE Firms to be utilized as counting toward the proposed goal must be listed on this form, along with their addresses, type of work and the amount to be paid to each of the minority firms. The amount entered will not necessarily be the contract amount, but must be the actual amount that will be paid to the DBE firm. In the case of a DBE supplier, the amount paid and 60% of that amount both will be entered; and only the 60% figure should be added to the total. An example of this is shown in the example chart:

<table>
<thead>
<tr>
<th>Vendor Number</th>
<th>Company Name And Address (City and State)</th>
<th>Type of Work</th>
<th>* Work Code</th>
<th>Race Neutral</th>
<th>Race Conscious</th>
<th>Amount</th>
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<tr>
<td></td>
<td>ABC Oil Company Atlanta, GA</td>
<td>Diesel Fuel Supplier</td>
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<td></td>
<td>$80,000.00</td>
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* For Georgia Department of Transportation use ONLY. Do not fill in Work Codes.

The Contractor shall indicate for each DBE and Type of Work whether the DBE Participant is Race Neutral or Race Conscious by placing a checkmark in the appropriate column.

PLEASE NOTE: For 60% of the amount paid to a DBE supplier to be eligible to count toward fulfilling the DBE goal, the supplier must be an established “regular dealer” in the product involved, and not just a broker. A “regular dealer” would normally sell the product to several customers and would usually have product inventory on hand.
DEB GOALS

Vendor ID: ____________  Bidders Company Name: _______________________

Project: County Farm Road P.I. # 0014923  County: Pierce County, Georgia

Bid Total: _______________________

The Required Goal on this contract is 15%.

I propose to utilize the following DEB’s:

<table>
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<tr>
<th>*Vendor Number</th>
<th>DBE Name/Address (City, State)</th>
<th>Type of Work</th>
<th>Race Neutral</th>
<th>Race Conscious</th>
<th>*Work Code</th>
<th>Amount</th>
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</table>

TOTAL

*For Georgia Department of Transportation use only. Do not fill in Work Codes.

NOTE: Only 60% of the participation of a DEB Supplier who does not manufacture or install the product will be counted toward the goal. See instructions.

END OF SECTION
CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent) Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____DAY OF ________, 20____.

Notary Public My Commission Expires

Pierce County Board of Commissioners TRL Project No. 2016-78H
County Farm Road May 2017
P.I. # 0014923 Revision 0
REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS - A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

U.S.C. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government
to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

1. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

2. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

3. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources
of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

4. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

5. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training
positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

6. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

   a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

   b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

   c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

   d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

7. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

9. **Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

10. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

1.) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

2.) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

3.) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.
The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

   Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its
subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the
contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes...
of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

   (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

   (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

   (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

   a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90
days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall
be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR
5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.
VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

   a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

      (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
      (2) the prime contractor remains responsible for the quality of the work of the leased employees;
      (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
      (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

   b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that
each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:
"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

   (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

   (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension
and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or sub-grantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or sub-grantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies,
including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—
Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

   a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

   b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A
EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN
DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the sub-region, or the Appalachian counties of the State wherein the contract work is situated, except:
   a. To the extent that qualified persons regularly residing in the area are not available.
   b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
   c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.
The Cargo Preference Act (CPA) establishes certain requirements for the use of privately owned United States-flag commercial vessels in transporting equipment, materials, and commodities by ocean vessel. Contractors are required to comply with the CPA requirements and 46 CFR 381 and are required to insert the substance of these provisions into any subcontracts issued pursuant to this contract.

Cargo Preference Act
Requirements

All Federal-aid projects shall comply with 46 CFR 381.7 (a)–(b) as follows:

(a) Agreement Clauses. Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) Contractor and Subcontractor Clauses. Use of United States-flag vessels: The contractor agrees—

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the Gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for
shipments originating outside the United States, a legible copy of a rated, ‘on-board’ 
commercial ocean bill-of-lading in English for each shipment of cargo described in 
paragraph (b) (1) of this section to both the Contracting Officer (through the prime 
contractor in the case of subcontractor bills-of-lading) and to the Division of National 
Cargo, Office of Market Development, Maritime Administration, Washington, DC 
20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued 
pursuant to this contract.

The CPA requirements would be appropriate for oceanic shipments of materials or 
equipment that is intended for use on a specific Federal-aid project, such as a precast 
concrete structural members, fabricated structural steel, tunnel boring machines, or 
large-capacity cranes.

The CPA requirements are not applicable for goods or materials that come into inventories 
independent of an FHWA funded-contract. For example, the requirements would not apply to 
shipments of Portland cement, asphalt cement, or aggregates, as industry suppliers and 
contractors use these materials to replenish existing inventories. In general, most of the 
materials used for highway construction originate from existing inventories and are not 
acquired solely for a specific Federal-aid project.

A test for whether CPA requirements apply or do not apply to shipped goods or materials 
would be if the goods or materials are what one would consider to be common inventory 
supplies for highway construction contractor, then CPA would not apply. If the materials or 
goods are considered to be supplies one would consider to be not common supplies of a 
highway construction contractor then CPA would apply.

END OF SECTION
General Decision Number: GA170204 01/06/2017 GA204
Superseded General Decision Number: GA20160204
State: Georgia
Construction Type: Highway
County: Pierce County in Georgia.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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SUGA2014-026 10/03/2016

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<td>CEMENT MASON/CONCRETE FINISHER...$ 14.74</td>
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<td>LABORER: Asphalt (Includes Distributor, Raker, Screed, Shoveler, and Spreader).........$ 12.56</td>
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LABORER: Common or General, Includes Erosion Control........$ 9.11  0.00

OPERATOR:
Backhoe/Excavator/Trackhoe........$ 15.25  2.16
OPERATOR: Broom/Sweeper...........$ 11.25  0.00
OPERATOR: Bulldozer...............$ 13.47  0.00
OPERATOR: Compactor...............$ 12.82  2.29
OPERATOR: Crane....................$ 21.52  0.00
OPERATOR: Distributor.............$ 15.49  4.70
OPERATOR: Grader/Blade.............$ 16.42  3.79
OPERATOR: Hydroteeder.............$ 11.72  0.00
OPERATOR: Loader..................$ 13.71  0.00
OPERATOR: Mechanic.................$ 19.39  0.00
OPERATOR: Milling Machine
Grounds man..........................$ 17.82  0.00
OPERATOR: Milling Machine.......$ 19.87  0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).........$ 14.42  0.00
OPERATOR: Pile driver..............$ 20.34  2.86
OPERATOR: Roller...................$ 11.94  0.00
OPERATOR: Scraper..................$ 11.30  0.00
OPERATOR: Screed...................$ 13.98  0.00
TRAFFIC CONTROL: Flagger...........$ 11.59  0.00

TRAFFIC CONTROL:
Laborer-Cones/
Barricades/Barrels -
Setter/Mover/Sweeper..............$ 12.37  0.60

TRUCK DRIVER: Dump Truck...........$ 12.86  0.00
TRUCK DRIVER: Flatbed Truck.......$ 15.22  0.00
TRUCK DRIVER: Hydroseeder Truck......$ 11.23  0.00
TRUCK DRIVER: Lowboy Truck........$ 16.40  0.00
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<td>TRUCK DRIVER: Water Truck</td>
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<tr>
<td>TRUCK DRIVER: Semi/Trailer Truck</td>
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</tbody>
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).
negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have
responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

================================================================
END OF GENERAL DECISION

END OF SECTION
CONTRACTOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (LOWER-TIER PARTICIPANT) FOR HUD PROGRAMS


1. By signing and submitting this proposal, the prospective lower-tier participant certifies that neither it, its principals nor affiliates, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the Participant provides the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that an erroneous certification was rendered, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.

3. Further, the Participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the Participant learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. By submitting this proposal, it is agreed that should the proposed covered transaction be entered into, the Participant will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the agency with which this transaction originated.

5. It is further agreed that by submitting this proposal, the Participant will include this Certification, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

Contractor Name___________________________ Date________________________

Title________________________ Address________________________

City________________________ State ______________ Zip______________

NON-CERTIFICATION:

As the perspective lower-tier participant, I am unable to certify to statements in this Certification as explained in the attachment to this proposal.

Contractor Name___________________________ Date________________________

Title________________________ Address________________________

City________________________ State ______________ Zip______________

*The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001*
SECTION 01060
SAFETY AND HEALTH
INDEX

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PART 2. PRODUCTS (Not Used) ............................................................................................. 2

PART 3. EXECUTION .............................................................................................................. 2
  3.1 SAFETY AND HEALTH REGULATIONS .................................................................. 2
PART 1. GENERAL

1.1 SCOPE

A. Portions of the existing plant are exposed to wastewaters of varying degrees of treatment. The Contractor certifies that he is experienced and qualified to anticipate and meet the safety and health requirements of this project.

B. Workmen involved in the removal, renovation, or installation of equipment within the treatment plant may be exposed to disease-producing organisms in wastewater. The Contractor shall require his personnel to observe proper hygienic precautions.

C. Solvents, gasoline, and other hazardous materials enter the plant with incoming sewage, and, therefore, certain areas are hazardous to open flame, sparks, or unventilated occupancy. The Contractor shall take measures to assure his personnel observe proper safety precautions when working in these areas.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.1 SAFETY AND HEALTH REGULATIONS

A. The Contractor shall comply with Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. Copies of these regulations may be obtained from Labor Building, 14th and Constitution Avenue N.W., Washington, D.C. 20013.

B. The Contractor shall also comply with the provisions of the Federal Occupational Safety and Health Act, as amended and all federal, state, county, and city codes, regulations, and standards.

END OF SECTION
## PART 1. GENERAL
  1.1 ABBREVIATIONS

## PART 2. PRODUCTS (Not Used)

## PART 3. EXECUTION (Not Used)
PART 1. GENERAL

Wherever in these Specifications and Contract Documents the abbreviations, or pronouns in place of them are used, the intent and meaning shall be interpreted as specified herein.

1.1 ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>AA</td>
<td>Aluminum Association Incorporated</td>
</tr>
<tr>
<td>AAMA</td>
<td>American Architectural Manufacturers Association</td>
</tr>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>ACPA</td>
<td>American Concrete Pipe Association</td>
</tr>
<tr>
<td>AEIC</td>
<td>Association of Edison Illuminating Companies</td>
</tr>
<tr>
<td>AFBMA</td>
<td>Anti-Friction Bearing Manufacturer’s association</td>
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<td>AGA</td>
<td>American Gas Association</td>
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<td>American Gear Manufacturer’s association</td>
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<td>AISC</td>
<td>American Institute of Steel Construction</td>
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<td>AISI</td>
<td>American Iron and Steel Institute</td>
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<td>AITC</td>
<td>American Institute of Timber Construction</td>
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<td>AMCA</td>
<td>Air Movement and Control Association, Inc.</td>
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<td>ANSI</td>
<td>American National Standards Institute, Inc.</td>
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<td>APA</td>
<td>American Plywood Association</td>
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<td>APHA</td>
<td>American Public Health Association</td>
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<td>API</td>
<td>American Petroleum Institute</td>
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<td>ARI</td>
<td>Air-Conditioning and Refrigeration Institute</td>
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<td>ASA</td>
<td>American Standards Association</td>
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<td>ASCE</td>
<td>American Society of Civil Engineers</td>
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<tr>
<td>ASCII</td>
<td>American Standard Code for Information Interchange</td>
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<td>ASCII</td>
<td>United States of America Standards Institute</td>
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<td>ASE CODE</td>
<td>American Standard Safety Code for Elevators, Dumbwaiters and Escalators</td>
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<td>ASHRAE</td>
<td>American Society of Heating, Refrigeration and Air Conditioning Engineers</td>
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<td>BOCA</td>
<td>Building Officials and Code Administrators</td>
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<td>Certified Ballast Manufacturers</td>
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<td>CFR</td>
<td>Code of Federal Regulations</td>
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<td>CMAA</td>
<td>Crane Manufacturers Association of America, Inc. (Formerly called: Overhead Electrical Crane Institute [OECI])</td>
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<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
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<td>Joint Industrial Council</td>
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<td>NACE</td>
<td>National Association of Corrosion Engineers</td>
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<td>National Electric Code National Fire Protection Association</td>
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<td>National Bureau of Standards</td>
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<tr>
<td>NEMA</td>
<td>National Electrical Manufacturer’s Association</td>
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<tr>
<td>NESC</td>
<td>National Electric Safety Code American National Standards Institute</td>
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<tr>
<td>NFPA</td>
<td>National Forest Products Association (formerly National Lumber Manufacturer’s Association)</td>
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<tr>
<td>NSF</td>
<td>National Sanitation Foundation</td>
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<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Act U.S. Department of Labor Occupational and Health Administration</td>
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<tr>
<td>PCI</td>
<td>Prestressed Concrete Institute</td>
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<tr>
<td>SAE</td>
<td>Society of Automotive Engineers</td>
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<td>SAMA</td>
<td>Scientific Apparatus Makers Association</td>
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<tr>
<td>SBC</td>
<td>Standard Building Code Published by SBCCI</td>
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<td>SBCCI</td>
<td>Southern Building Code Congress International</td>
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PART 3. EXECUTION (Not Used)

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# SECTION 01152
APPLICATIONS FOR PAYMENT

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PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

A. Submit Applications for Payment to the Engineer in accordance with the schedule established by Conditions of the Contract and Agreement between Owner and Contractor. Georgia Department of Transportation Standard Specifications do not permit retention of a portion of progress payments to the contractor. References to retention in the General Conditions should be stricken.

1.2 RELATED REQUIREMENTS

A. Agreement between Owner and Contractor.

B. Conditions of the Contract: Progress Payments, and Final Payment.

C. Section 01370: Schedule of Values.

D. Section 01380: Construction Photographs.

E. Section 01700: Contract Closeout.

F. Section 01720: Project Record Documents.

1.3 FORMAT AND DATA REQUIRED

A. Submit applications typed on forms provided by the Owner, Application for Payment, with itemized data typed on 8-1/2 inch x 11 inch or 8-1/2 inch x 14 inch white paper continuation sheets.

B. Provide itemized data on continuation sheet:

1. Format, schedules, line items and values: Those of the Schedule of Values accepted by the Engineer.

C. Provide construction photographs in accordance with Section 01380.

1.4 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:

1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.

3. Execute certification with signature of a responsible officer of Contract firm.

B. Continuation Sheets:

1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
   a. Round off values to nearest dollar, or as specified for Schedule of Values.

3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
   a. List by Change Order Number, and description, as for an original component item of work.

4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment.

1.5 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:

1. Project.

2. Application number and date.

3. Detailed list of enclosures.

4. For stored products:
   a. Item number and identification as shown on application.
   b. Description of specific material.

B. Submit one copy of data and cover letter for each copy of application.
C. As a prerequisite for payment, Contractor is to submit a "Surety Acknowledgement of Payment Request" letter showing amount of progress payment which the Contractor is requesting.

D. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and the Engineer.

1.6 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in Application form as specified for progress payments.

B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 - Contract Closeout.

1.7 SUBMITTAL PROCEDURE

A. Submit Applications for Payment to the Engineer at the times stipulated in the Agreement.

B. Number: Five copies of each Application.

C. When the Engineer finds Application properly completed and correct, he will transmit certificate for payment to Owner, with copy to Contractor.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

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SECTION 01153
CHANGE ORDER PROCEDURES

PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

A. Promptly implement change order procedures.
   1. Provide full written data required to evaluate changes.
   2. Maintain detailed records of work done on a time-and-material/force account basis.
   3. Provide full documentation to Engineer on request.

B. Designate in writing the member of Contractor's organization:
   1. Who is authorized to accept changes in the Work
   2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work

C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.2 RELATED REQUIREMENTS:

A. Section 00500: Agreement: The amounts of established unit prices.

B. Section 00700: Conditions of the Contract:
   1. Method of determining cost or credit to Owner resulting from changes in Work made on a time and material basis.
   2. Contractor's claims for additional costs.

C. Section 01152: Applications for Payment.

D. Section 01310: Construction Schedules.

E. Section 01370: Schedule of Values.

F. Section 01630: Substitutions.

G. Section 01720: Project Record Documents.
1.3 DEFINITIONS

A. Change Order: See Conditions of the Contract.

B. Construction Change Authorization: A written order to the Contractor, signed by Owner and Engineer, which amends the Contract Documents as described, and authorized Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.

C. Architect’s Supplemental Instructions, AIA Document G710: A written order, instructions, or interpretations, signed by Architect/Engineer making minor changes in the Work not involving a change in Contract Sum or Contract Time.

D. Field Order: A written order to the Contractor, signed by the Engineer and the Contractor, which is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. The work described by a Field Order is to be accomplished without change to the Contract Sum, Contract Time, and/or claims or other costs.

1.4 PRELIMINARY PROCEDURES

A. Owner or Engineer may initiate changes by submitting a Request for Proposal (RFP) to Contractor. Request will include:

1. Detailed description of the Change, Products, and location of the change in the Project.

2. Supplementary or revised Drawings and Specifications.

3. The projected time span for making the change and a specific statement as to whether overtime work is, or is not, authorized.

4. A specific period of time during which the requested price will be considered valid.

5. Such request is for information only, and is not an instruction to execute the changes, or to stop work in progress.

B. Contractor may initiate changes by submitting a written notice to Engineer, containing:

1. Description of the proposed changes

2. Statement of the reason for making the changes

4. Statement of the effect on the work of separate contractors.

5. Documentation supporting any change in Contract Sum or Contract Time, as appropriate.

1.5 WORK DIRECTIVE CHANGE AUTHORIZATION

A. In lieu of a Request for Proposal (RFP), Engineer may issue a work directive authorization for Contractor to proceed with a change for subsequent inclusion in a Change Order.

B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Sum and any change in Contract Time.

C. Owner and Engineer will sign and date the Work Directive Change Authorization as authorization for the Contractor to proceed with the changes.

D. Contractor may sign and date the Construction Change Authorization to indicate agreement with the terms therein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.

B. On request, provide additional data to support till and cost computations:

1. Labor required.

2. Equipment required.

3. Products required.

   a. Recommended source of purchase and unit cost
   b. Quantities required.

4. Taxes, insurance and bonds

5. Credit for work selected from Contract, similarly documented.
6. Overhead and profit

7. Justification for any change in Contract Time

C. Support each claim for additional costs, and for work done on a time-and-material/force account basis, with documentation as required for a lump-sum proposal, plus additional information:

1. Name of the Owner’s authorized agent who ordered the work, and date of the order.

2. Dates and times work was performed, and by whom.

3. Time record, summary of hours worked, and hourly rates paid.

4. Receipts and invoices for:
   a. Equipment used, listing dates and times of use
   b. Products used, listing of quantities
   c. Subcontracts

D. Document requests for substitutions for products as specified in Section 01630.

1.7 PREPARATION OF CHANGE ORDERS AND FIELD ORDERS

A. Engineer will prepare each Change Order and Field Order.

B. Forms: See Section 00800 for forms.

C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.

D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

E. Field Order will describe interpretations or clarifications of Contract Documents, order minor changes in the Work, and/or memorialize trade-off agreements.

F. Field Order work will be accomplished without change in the Contract Sum, Contract Time, and/or claims for other costs.

1.8 LUMP-SUM/FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. Engineer’s Proposal Request and Contractor's responsive Proposal as
mutually agreed between Owner and Contractor.

2. Contractor's Proposal for a change, as recommended by Engineer.

B. Owner and Engineer will sign and date the Change Order as authorization for the Contractor to proceed with the changes.

C. Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.9 UNIT PRICE CHANGE ORDER

A. Content of Change Orders will be based on, either:

1. Engineer's definition of the scope of the required changes
2. Contractor's Proposal for a change, as recommended by Engineer
3. Survey of completed work

B. The amounts of the unit prices to be:

1. Those stated in the Agreement
2. Those mutually agreed upon between Owner and Contractor

C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:

1. Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
2. Contractor will sign and date the Change Order to indicate agreement with the terms therein.

D. When quantities of the items cannot be determined prior to start of the work.

1. Engineer or Owner will issue a construction change authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
2. At completion of the change, Engineer will determine the cost of such work based on the unit prices and quantities used.
   a. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
3. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

4. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/WORK DIRECTIVE CHANGE AUTHORIZATION

A. Engineer and Owner will issue a Work Directive Change Authorization directing Contractor to proceed with the changes.

B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.

C. Engineer will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.

D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.

E. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.

B. Periodically revise the Construction Schedule to reflect each change in Contract Time.

1. Revise sub-schedules to show changes for other items of work affected by the changes.

C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

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PROJECT MEETINGS
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SECTION 01200
PROJECT MEETINGS

PART 1. GENERAL

1.1 LOCATION & PURPOSE

A. Project meetings will be held on site as often as deemed necessary by the Engineer or his representative throughout the construction period. Meetings will normally be held bi-monthly. Contractor’s representatives shall attend.

B. The purpose of the meetings will be to discuss schedule, progress, coordination, submittals, and job-related problems.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION (Not Used)

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SECTION 01310
CONSTRUCTION SCHEDULE
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PART 1. GENERAL

1.1 REQUIREMENTS INCLUDED

A. The Contractor shall prepare and submit to the Engineer for review, a practicable
and feasible schedule, showing the order in which the Contractor proposes to carry
on the Work, and the dates upon which he proposes to start and complete each of the
salient features, including the dates for submittals and approval of samples and shop
drawings, and the procurement of materials, plant and equipment. The Construction
schedule shall consist of a critical path network showing contemplated completion
percentages and arranged to record actual completion percentages at stated intervals.

B. The Construction schedule shall be kept up-to-date and the current updated schedule
shall be submitted to the Engineer monthly with the request for payment. If the
Contractor fails to submit the required updated schedule within the time prescribed,
the Engineer shall not approve of progress payment estimates until such time as the
Contractor submits the required updated schedule.

C. The Construction schedule shall in general determine the order in which the Work is
to proceed. The Engineer, however, may order and authorize minor changes of this
schedule whenever such changes are of definite advantage to the Owner or
necessary for the operations of the Owner.

D. The Contractor shall designate an authorized representative of his firm who shall be
responsible for development and maintenance of the schedule and of progress and
payment reports. This representative of the Contractor shall have direct project
control and complete authority to act on behalf of the Contractor in fulfilling the
commitments of the Contractor's schedule.

1.2 RELATED REQUIREMENTS

A. Conditions of the Contract.

B. Section 01014: Construction Sequence.

C. Section 01200: Project Meetings.

1.3 CRITICAL PATH METHOD CONSTRUCTION SCHEDULE

A. The Contractor shall submit within 15 days after the effective date of the agreement
a preliminary schedule indicating planned operations during the first 60 days. Cost
of activities expected to be completed or partially completed before submission and
B. Within 45 days after the effective date of the Agreement, a complete network analysis system shall be submitted and shall consist of a detailed network, mathematical analysis and network diagram. Three copies shall be provided.

1. The network diagram shall show the order and interdependence of activities and the sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram will be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities.

2. Detailed network activities shown on the network diagram shall include, in addition to construction activities, the submittal for approval of samples and shop drawings, the procurement of critical materials and equipment, fabrication of special materials and equipment and their installation and testing.

3. Related activities shall be grouped on the network. The activities on the critical paths shall be highlighted. The network shall be time scaled using units of approximately one-half inch equals one week or other suitable scale approved by the Engineer. Weekends and holidays shall be indicated. Where slack exists, the activities shall be shown at the earliest time they are scheduled to be accomplished. Sheet size shall be 30" x 60" minimum.

4. The mathematical analysis of the network diagram shall include a tabulation of each activity shown on the detailed network diagram. The following information shall be furnished as a minimum for each activity.

   a. Preceding and following event numbers.
   b. Activity description.
   c. Estimated duration of activities in units of working days (being the best estimate available at time of computation).
   d. Earliest start date (by calendar date).
   e. Earliest finish date (by calendar date).
   f. Schedule or actual start date (by calendar date).
   g. Scheduled or actual finish date (by calendar date).
   h. Latest start date (by calendar date).
   i. Latest finish date (by calendar date).
   j. Slack or Float.
   k. Monetary value of activity.
   l. Responsibility for activity (Prime Contractor, subcontractors, suppliers).
   m. Manpower required by trade and by total. Graphic representatives
5. The mathematical analysis shall list the activities in sorts or groups as follows:
   a. By the preceding event number from lowest to highest and then in the order of the following event number.
   b. By the amount of slack, then in order of activity number.
   c. By responsibility in order of earliest start date.

6. Initial submittal and complete revisions shall be submitted in three copies.

C. Review of the system shall be as follows:

1. The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Engineer within 14 days after receipt. Any revisions necessary as a result of this review shall be resubmitted to the Engineer within 10 days after the conference. Twenty days will be allowed for checking and further action by the Engineer. Progress payments will be withheld pending attainment of a mutually acceptable schedule. The mutually acceptable schedule shall then be the schedule to be used by the Contractor for planning, organizing, directing and executing the Work and for reporting progress. If the Contractor thereafter desires to make changes in his method of operating and scheduling he shall notify the Engineer in writing stating the reasons for the change. If the Engineer considers these changes to be of a major nature he may require the Contractor to revise and submit, without additional cost to the Owner, all of the affected portion of the network diagram and mathematical analysis to show the effect on the entire project. A change may be considered of a major nature if the time estimated to be required or actually used for an activity or the logic of sequence of activities is varied from the original plan to a degree that there is reasonable doubt as to the effect on the Contract completion date or dates. Changes which affect activities with adequate slack time shall be considered as minor changes, except that an accumulation of minor changes may be considered as a major change when their cumulative effect might affect the Contract completion date.

D. The Contractor shall submit at intervals of 30 days a report of the actual construction progress by updating the mathematical analysis. All contract changes, including pending and approved change orders and field orders shall be included in the updated schedule. Revisions causing changes in the detailed network shall be noted on the network or a revised issue of the affected portions of the detailed network furnished. The network shall be revised as necessary for the sake of clarity.

E. The report shall show the activities of portions of activities completed during the reporting period and their total value as basis for the Contractor's periodic request for
payment. Coordinate with Schedule of Values specified in Section 01370. The report shall state the percentage of the Work actually completed and schedule as of the report date and the progress along the critical path in terms of days ahead or behind the allowable dates. If the project is behind schedule, progress along other paths with negative slack shall be reported. Percentage of work actually completed will be reviewed by the Engineer in accordance with procedures set forth in the General Conditions. If the Contractor fails to submit the required monthly reports and updates within the time prescribed, the Engineer may withhold approval of progress payment estimates until such time as the Contractor submits the required reports and updates. Five (5) copies of the report shall be submitted for each update.

F. The Contractor shall simultaneously submit five (5) copies of a narrative report with the updated analysis which shall include but not be limited to a description of the problem areas, current and anticipated delaying factors, their impact, and an explanation of corrective actions taken or proposed.

G. Extensions of time for performance required under the Contract Documents will be granted only to the extent that equitable time and adjustments for the activity or activities affected exceed the total float or slack along the channels involved.

1.4 DISTRIBUTION

A. Distribute copies of the reviewed schedules to:

1. Engineer (two copies).
2. Job site file.
3. Subcontractors.
4. Other concerned parties.
5. Owner (two copies).

B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

PART 2. PRODUCTS (Not Used)

PART 3. EXECUTION

3.1 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

A. The Contractor agrees that whenever it becomes apparent from the current monthly CPM schedule and CPM Status Report that delays to the critical path have resulted, and hence, that the contract completion date will not be met or when so directed by the Engineer, he will take some or all of the following actions at no additional cost to the Owner, submitting to the Engineer for approval, a written statement of the steps he intends to take to remove or arrest the delay to the critical path in the approved
schedule.

1. Increased construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Engineer, the backlog of work.

2. Increase the number of working hours per shift, shifts per working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the Engineer, the backlog of work.

3. Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.

4. Costs incurred by the Owner arising from such lengthening of hours, including furnishing of inspectors, shall be the Contractor's responsibility and shall be deducted from monies due him. Failure of the Contractor to comply with the requirements of the Engineer may be grounds for determination by the Owner that the Contractor is not proceeding at such rates as will insure completion within the specified time and may result in the termination of the right of the Contractor to continue the work.

3.2 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME

A. If the Contractor desires to make changes in his method of operating which affect the approved CPM schedule, he shall notify the Engineer in writing stating what CPM changes are proposed and the reason for the change. If the Engineer approves these changes, the Contractor shall revise and submit for approval, without additional cost to the Owner, all of the affected portion of the CPM network. The CPM schedule shall be adjusted by the Contractor only after prior approval of his proposed changes by the Engineer.

B. Adjustments may consist of changing portions of the activity sequence and/or activity durations, division of approved activities, or other adjustments as may be approved by the Engineer. The addition of extraneous, non-working activities and/or activities which add unapproved restraints to the CPM schedule shall not be approved.

C. If the completion of any activity, whether or not critical, falls more than 100 percent behind its approved duration, the Contractor shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
D. Shop drawings which are not approved on the first submittal or within the schedule time shall be immediately rescheduled, as well as pipelines and tanks which do not pass leak tests.

E. The contract completion time will be adjusted only for causes specified in this contract. In the event the Contractor requests an extension of any contract completion date, he shall furnish such justification and supporting evidence as the Engineer may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of this contract. Engineer will, after receipt of such justification and supporting evidence make findings of fact and will advise the Contractor in writing thereof. If the Engineer finds that the Contractor is entitled to any extension of any contract completion date under the provisions of this contract, the Engineer's determination as to the total number of days extension shall be based upon the currently approved CPM schedule and on all data relevant to the extension. Such data shall be included in the next monthly updating of the schedule. The Contractor acknowledges and agrees that actual delays in activities which, according to the CPM schedule, do not affect any contract completion date shown by the critical path in the network do not have any effect on the contract completion date or dates, and therefore, will not be the basis for a change therein.

F. From time to time it may be necessary for the contract schedule and/or completion time to be adjusted by the Engineer to reflect the effects of job conditions, weather, technical difficulties, strikes, unavoidable delays on the part of the Owner or his representatives, and other unforeseeable conditions which may indicate schedule adjustments and/or completion time extension. Under such conditions, the Contractor shall reschedule the work and/or contract completion time to reflect the changed conditions, and the Contractor shall revise his schedule accordingly. No additional compensation shall be made to the Contractor for such schedule changes except for unavoidable overall contract time extensions beyond the actual completion of all unaffected work in the contract, in which case the Contractor shall take all possible action to minimize any time extension and any additional cost to the Owner. It is specifically pointed out that the use of available float time in the CPM schedule may be used by the Owner as defined by the Engineer, as well as by the Contractor. Float time is defined as the amount of time between the early start date, and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule.

G. The Owner controls the float time in the approved CPM network and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates set out in the CPM network, the Owner may initiate changes to the contract work that absorb float time only. Owner-initiated changes that affect the critical path on the approved CPM network shall be the sole grounds for extending (or contracting) said completion dates. Contractor-initiated changes that encroach on the float time identified in the approved CPM network may be accomplished with the owner's concurrence. Such changes, however, shall give way to Owner-initiated
changes competing for the same float time.

3.3 COORDINATING SCHEDULES WITH OTHER CONTRACT SCHEDULES

A. Where work is to be performed under this contract concurrently with and/or contingent upon work performed on the same facilities or area under other contracts, the Contractor's CPM schedule shall be coordinated with the schedules of the other contracts. The Contractor shall obtain the schedules of the other appropriate contracts from the Engineer for the preparation and updating of his CPM schedule and shall make the required changes in his schedule when indicated by changes in corresponding schedules."

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TRAFFIC CONTROL
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SECTION 01570
TRAFFIC CONTROL

PART 1. GENERAL

1.1 SCOPE OF WORK

A. Contractor shall furnish all materials and labor for the installation and continuous maintenance of traffic control devices throughout the project.

B. This item of work shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this project.

C. Upon completion of work, warning devices are to be removed by the Contractor. If devices remain on site longer than ten (10) days after project completion, they shall be removed by the Owner and become his property.

1.2 SAFETY

A. The governing factor in the execution and staging of work for this project is to provide the public with the safest possible travel conditions along the roadway through the construction zone. The contractor shall arrange his operation to keep the closing of any lane of a roadway to an absolute minimum.

B. No work shall be started on any phase of the project until all appropriate traffic control devices are in place and in operation.

C. Contractor is to take all practical precautions to maintain traffic flow, and provide safety of workers and the general public.

D. At the end of each workday, contractor is to clear the roadway of all dirt and debris and add additional safety devices to maintain safe travel lanes.

E. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic.

1.3 REFERENCES


B. GDOT SCDOT Standard Specifications for Construction of Roads and Bridges (latest edition), Section 150.

PART 2. PRODUCTS

2.1 PRODUCTS

A. Traffic Control Devices include – signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction zone.

B. All Traffic Control Devices used on this project shall conform to the plans, DOT Construction Details and Specifications, and MUTCD. No modifications will be allowed without prior written approval of the Engineer.

C. Traffic Control Devices shall be in proper, acceptable condition when in use. Devices which are unclear, damaged, or not correctly positioned shall be promptly restored to fully operational condition.

PART 3. EXECUTION

3.1 EXECUTION

A. Contractor is to either prepare and provide a traffic control plan for the Engineer’s review prior to the Preconstruction Meeting, or utilize the prepared traffic control plan when provided with the drawings.

B. The Contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The Contractor shall cover all Traffic Control Devices which are inconsistent with detour or lane assignment patterns during the transition from one construction stage to another.

C. Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.

D. When applicable the Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the contractor shall remove all Traffic Control Devices which were furnished, installed and maintained by him under this contract, and such devices shall remain the property of the Contractor.

E. The Contractor shall ensure all Traffic Control Devices installed by him are operational 24 hours a day, including weekends and holidays. Provide additional
inspections at regular intervals.

F. When traveling in lanes open to public traffic, the Contractor’s vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner which will not be hazardous to, or interfere with, traffic and shall not part or stop except within designated work areas. Personal vehicles shall not park within the right of way except in specific areas designated by the Engineer.

G. Private driveways and parking areas shall be accessible at all times unless temporary closings are necessary for construction work and the contractor has notified the affected individuals and has approval from them.

H. If trenches are to remain open overnight, or for an extended period of time, Contractor is to provide heavy-duty cover plates to allow vehicles access.

I. Delays to the Contractor caused by complying with these requirements will be considered incidental to the item for traffic control and protection, and no additional compensation will be allowed.

J. Where flaggers are required, they are to be adequately trained and qualified for the job.

END OF SECTION
SECTION 108 - PROSECUTION AND PROGRESS

Retain Sub-Section 108.08 as written and add the following:

108.08. C: Intermediate Completion

An overall Completion Date is established for this Project.

For this project the following item of work and corresponding intermediate time is required:

County Farm Road

1. County Farm Road will be closed by Pierce County for from June 2017 through June 30, 2018 for the construction of the new High school. The contractor is to complete the realignment prior to the end of June 30, 2018.
2. Phases 1 and 2 should be completed prior to May 25, 2018. During this time access to the school MUST be maintained in the general location of roundabout 1.
3. As shown on the staging plan roundabout one will be constructed during Phase 3 of the project. The construction of roundabout 1 must take place between May 25, 2018 and June 30, 2018.
4. The roadway must be open for through traffic and school access no later than June 30, 2018.

Failure to reopen the roadway in accordance with the above will result in the assessment of Liquidated Damages at the rate of $1,000.00 per Calendar Day or portion thereof.

The above rate is cumulative and is in addition to any Liquidated Damages which may be assessed for failure to complete the overall project.
ADD the following:

150.11 SPECIAL CONDITIONS:

A. ROAD CLOSURE
   a. County Farm Road will be closed by Pierce County on or about June 1, 2017. The contractor will be responsible for insuring that the existing closure and detour signs are protected from damage at the construction site.
   b. Phases 1 and 2 should be completed prior to May 25, 2018. During this time access to the school MUST be maintained in the general location of roundabout 1.
   c. As shown on the staging plan roundabout one will be constructed during Phase 3 of the project. The construction of roundabout 1 must take place between May 25, 2018 and June 30, 2018.
   d. The roadway must be open for through traffic and school access no later than June 30, 2018.

B. MISCELLANEOUS:

MILLED SURFACES:
All milled surfaces shall be covered before shall be covered within 14 days. Failure to cover milled surfaces with asphaltic concrete mix as required by the applicable typical section shall be considered a failure to comply with the requirements of Section 150 Traffic Control and shall result in the assessment of non-refundable deductions as specified in Special Provision Section 150.08 Enforcement.

PORTABLE SIGNS:
For this project, the advance warning signs specified in Subsection 150.3.04 shall be portable signs.