

COMMISSIONERS

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Board of Commissioners

Worth County

201 N. Main St., Suite 30

Sylvester, GA 31791

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BEN BARBEE, Int. County Administrator

ROB WILMOT, County Attorney

ANGELA HARRAH, County Clerk

ROLAND MCCARTHY, Finance Director

The Worth County Board of Commissioners will be accepting sealed bids for 2026 LRA total of 10.16 miles of 21 ft and 22 ft wide road reconstruction within the County.

2026 LRA

ROAD NAME	Length (Miles)	Width (Feet)	BEGINNING	ENDING	DESCRIPTION OF WORK
Wrights Chapel Rd.	3.1	21	Sumner Rd	Meadows Rd	Leveling, Double Chip and Sand Seal
Bethel Church Rd.	6.06	21	Tift County Line	Wrights Chapel Rd	Leveling, Double Chip and Sand Seal
Bethel Church Rd.	2.32	22	500 ft East of Paulks Chapel Rd	374 Bethel Church Rd	Soil cement
Earleen Sizemore Rd.	1.00	22	Kendall Rd	1 mile east at iron posts with chain	Soil Cement, Leveling, Double Chip and Seal

Total: 10.16 mi.

2026 LRA - Contractor to install Leveling, Double Chip and Sand seal, and Soil Cement. Surface treatment roads shall be constructed as per County specifications. All work completed shall be per GDOT specifications and Worth County standards.

Bonds Required: (1) Performance Bond is required in the amount of the bid. (2) Public Liability (3) Property Damage.

A pre-bid meeting will be held at 2:00 p.m. on July 15th, 2026 in the 3rd floor meeting room located at 201 N Main Street, Sylvester, GA 31791. Sealed bids should be delivered to the County Clerk, Angela Harrah at 201 N Main Street, Sylvester, GA 31791. Two (2) copies of the bids should be delivered by no later than 2:00 p.m. on August 3rd, 2026 at which time the bids will be opened and read aloud.

Work should be completed by December 31st, 2026. Payment will be made upon completion of work after final inspection by the County.

The Worth County Board of Commissioners reserves the right to reject any or all bids to waive any technicalities or informalities associated with the bid or proposal, and to make the award that it deems in the best interest of the County.

The Worth County Board of Commissioners is an Equal Opportunity Employer.

Questions may be directed to Matthew Inman, P.E., Axis Engineering Consultants, LLC at (229) 251-2516.

SECTION 1.2

INSTRUCTIONS TO BIDDERS

1.2.01 USE OF SEPARATE BID FORMS: These Contract Documents include a complete set of bidding and Contract forms which are for the convenience of bidders and are not to be detached from the Contract Document, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose.

1.2.02 INTERPRETATIONS OR ADDENDA: No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Owner. Any inquiry received seven (7) or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner and the office of the Engineer at least five (5) days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

1.2.03 INSPECTION OF SITE: Each Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder should thoroughly examine and familiarize himself with the Drawings, Technical Specifications, and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Owner will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

1.2.04 ALTERNATIVES: No alternative bids will be considered unless alternative bids are specifically requested.

1.2.05 BIDS:

- a. All Bids must be submitted on forms supplied by the Owner and shall be subject to all requirements of the Contract Documents, including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder. Bids must include a completed bid form with a total cost of services and must include an authorized signature.
- b. Bid Documents including the Bid, the Bid Guaranty, the Non-collusion Affidavit and the Statement of Bidder's Qualifications (if requested) shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words

Sealed Bid FY 2026 LRA Resurfacing

name of Bidder, and date and time of bid opening in order to guard against premature opening of the bid.

- c. If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest Bid and the selected Alternative Bid items, if any. The Contract will require the completion of the work according to the Contract Documents.

- d. Each Bidder shall include in his Bid the following information:

Principals:

Names
Social Security Numbers
Home addresses, including City, State & Zip Code

Firm:

Name
Treasury Number
Address
City, State & Zip Code

1.2.06 BID GUARANTY:

- a. The Bid must be accompanied by a Bid guaranty which shall not be less than five percent (5%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U. S. Government Bonds (at par value), or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or a surety company listed in the latest issue of U. S. Treasury Circular 570. The amount of such Bid Bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of Worth County Board of Commissioners, cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.
- b. Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.
- c. Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U. S. Government bonds of unsuccessful Bidders will be returned as soon as practical after the opening of the Bids.

1.2.07 STATEMENT OF BIDDER'S QUALIFICATIONS: Each Bidder shall upon request of the Owner submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, his experience record in constructing the type of improvements embraced in this project, his organization and equipment available for the work contemplated, and, when specifically requested by the Owner, a detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence of information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.

1.2.08 UNIT PRICES: The unit price for each of the several items in the proposal of each Bidder shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in

quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the Drawings and Technical Specifications as provided for in the General Conditions.

1.2.09 CORRECTIONS: Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

1.2.10 TIME FOR RECEIVING BIDS:

- a. Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the Owner that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.
- b. Bidders are cautioned that, while telegraph or faxed modifications of Bids may be received provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

1.2.11 OPENING OF BIDS: At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

1.2.12 WITHDRAWAL OF BIDS: Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid opening. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

1.2.13 AWARD OF CONTRACT: The Contract will be awarded to the responsible Bidder submitting the lowest Bid complying with the conditions of the documents.

Progress Payments will be made in accordance with the General Conditions of the Contract.

SECTION 1.3
PROPOSAL BID FORM

FY 2026 LRA PROJECT
FOR WORTH COUNTY BOARD OF COMMISSIONERS

Date: _____ Submitted by: _____

Contractor: _____

Title: _____

Address: _____

Worth County Board of Commissioners
201 N Main Street
Sylvester, GA 31791

Work performed will include resurfacing with the specified surface or constructed with the appropriate surface treatment as noted. Asphalt resurfacing of existing roadway section shall consist of Soil Cement Base, Asphaltic Concrete Leveling Course, Bituminous tack coat as well as all required Leveling, Striping, Crack Sealant, Shoulder Clipping, and miscellaneous work required. Surface treatment roads shall be constructed as per County specifications. All work completed shall be per GDOT specifications and Worth County standards.

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Project: 2026 Worth County LRA Bid Form
Axis Project Number: 25-25004
Prepared for: Worth County Board of Commissioners
Date: 06/30/2026



2026 LRA					
Item	Item Description	Unit	Quantity	Unit Price	Amount
1	Mobilization/Demobilization	LS	1.0	\$	\$
2	Traffic Control	LS	1.0	\$	\$
3	Reclamation	SY	43,436.80	\$	\$
4	6" Soil Cement (38# concrete / sy)	SY	43,436.80	\$	\$
5	Leveling & Double Chip & Sand Seal	SY	125,757.87	\$	\$
6	Striping Complete	LM	10.16	\$	\$
7	Stop Bars	EA	4.0	\$	\$

Subtotal: \$_____

10% Contingency: \$_____

Total: \$_____

SECTION 1.4

AGREEMENT

1.4.01 THIS AGREEMENT, made as of the _____ day of _____, 2026 and between the Worth County Board of Commissioners, hereinafter called the OWNER and _____, hereinafter called the CONTRACTOR WITNESSETH, that whereas the OWNER intends to construct,

FY 2026 LRA Road Resurfacing Project

hereinafter called the PROJECT, in accordance with the Drawings, Specifications and other Contract Documents prepared by Axis Engineering Consultants, LLC.

NOW, THEREFORE, The OWNER and CONTRACTOR for the considerations hereinafter set forth, agree as follows:

1.4.02 THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

- a. Contract Time: Work under this Agreement shall be commenced upon written notice to proceed, and shall be completed no later than 180 calendar days after the notice to proceed is received.
- b. Sub-Contractors: The Contractor agrees to bind every sub-contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the Owner.

1.4.03 THE OWNER AGREES to pay, and the Contractor agrees to accept in full payment for the performance of this Contract, the amounts stipulated in the Bid Form based on in-place quantities at the unit price extensions in accordance with the provisions of the contract documents. The contract price is _____.

- a. Progress Payments will be made in accordance with the General Conditions of the Contract.

1.4.04 CONTRACT DOCUMENTS: In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specially stated.

- a. Agreement (This Instrument)
- b. Addenda to Contract Documents
- c. Remaining Legal and Procedural Documents
 - 1. Proposal
- d. Detailed Specification Requirements
- e. Drawings
- f. Modifications of the General Conditions of the Contract
- g. General Conditions of the Contract

1.4.05 AUTHORITY AND RESPONSIBILITY OF THE ENGINEER: All work shall be done under the general supervision of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.

1.4.06 SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

1.4.07 SPECIAL PROVISIONS: The Owner and the Contractor mutually agree that this Agreement shall be subject to Special Provisions (attached), which shall supersede other conflicting provisions of the Agreement.

1.4.08 IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

OWNER

CONTRACTOR

BY

BY

TITLE

TITLE

BUSINESS ADDRESS

BUSINESS ADDRESS

CITY STATE

CITY STATE

SECTION 2.1

CONTRACT DOCUMENTS

2.1.01 GENERAL: The Contract Documents comprise the following general classifications of documents, including all additions, deletions and modifications incorporated therein before the execution of the Agreement:

- a. Bidding Documents
- b. Contractual Documents
- c. General Conditions of the Contract
- d. Special Conditions

2.1.02 BIDDING DOCUMENTS issued by the Owner to assist bidders in preparing their proposals include:

- a. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- b. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

2.1.03 CONTRACTUAL DOCUMENTS:

- a. Agreement covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials therefore.

2.1.04 GENERAL CONDITIONS OF THE CONTRACT outline certain general responsibilities of the Owner and the Contractor (who are the parties to the Contract) and also those responsibilities delegated by the Owner to the Engineer who acts as the agent of the Owner.

- a. Modifications of the General Conditions are included so that these General Conditions of the Contract of Consulting Engineers Council may be exactly tailored to the specific project. Only those provisions included in the General Conditions of the Contract are included in the modifications.

2.1.05 SPECIAL CONDITIONS are special provisions, not included in the General Conditions of the Contract, which apply to this specific project.

SECTION 2.2

OWNER- CONTRACTOR - RELATIONS

2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES:

- a. Lands by Owner: The Owner will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the Owner will be deemed proper cause for adjustment in the Contract Amount and in the time of completion.
- b. Base Lines and Bench Marks: Unless otherwise specified, the Owner will establish base lines necessary for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work.
- c. Owner's Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the Contractor, the Owner, may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project.
- d. Suspension of Work by Owner: The Owner shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.
 - 1. Notice: The work or any portion thereof may be suspended at any time by the Owner provided that he gives the Contractor five days' notice of suspension which shall set forth the date on which work is to be resumed. The Contractor shall resume the work upon written notice from the Owner and within ten days after the date set forth in the notice of suspension. If the Owner does not give written notice to resume work within the ten days of the date fixed in the notice of suspension, the Contractor may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.10 Payment for Work Suspended By the Owner.
- e. Owner's Right to Terminate Agreement and Complete the Work: The Owner shall have the right to terminate his agreement with the Contractor after giving ten days' written notice of termination to the Contractor in the event of any default by the Contractor.
 - 1. Default by Contractor: It shall be considered a default by the Contractor whenever he shall:
 - (a) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - (b) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.
 - (c) Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.
 - 2. Completion by the Owner: In the event of termination of the Agreement by the Owner

because of default by the Contractor, the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES: All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Owner or persons other than the Contractor, shall in no way relieve the Contractor of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the Contractor, Subcontractors, suppliers and their employees and for access, use, work or occupancy by all authorized persons.

- a. Lands by Contractor: Any land and access thereto not specifically shown to be furnished by the Owner that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage to such additional areas as he may provide at his expense.
 - 1. Private and Public Property: The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public and private property, trees, monuments, structures and improvements, along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed. The Contractor shall repair any damage to public or private property at the Contractor's expense. The Contractor shall repair any damage done to any existing paved driveways using like materials and construction and tie in any existing driveways to the newly paved road.
- b. Surveys: Based upon the information provided by the Owner, the Contractor shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. The Contractor shall carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points and stakes.
- c. Public Utilities: The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the Contractor to make final and exact determination of the location and extent of all utilities and he will be liable for any expense resulting from damage to them.

- d. **Superintendent:** A qualified superintendent, who is acceptable to the Owner, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all instruction given to the superintendent shall be considered as given to the Contractor. It shall be the responsibility of this Contractor's superintendent to coordinate the work of all the Subcontractors. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.
- e. **Subcontracts:** At the time set forth in the Contract Documents or when requested by the Owner, the Contractor shall submit in writing for review of the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Owner. The Contractor is responsible to the Owner for the acts and deficiencies of his Subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Documents.
 - 1. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the Owner an arbiter to establish limits to the contracts between Contractor and Subcontractor.
- f. **Contractor's Right to Suspend Work or Terminate Agreement:** Contractor may suspend work or terminate his Agreement with the Owner upon ten days' written notice to the Owner for any of the following reasons:
 - 1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of ninety days through no act or fault of the Contractor or his employees.
 - 2. If the Owner should fail to act upon any Request for Payment within thirty days after it is presented in accordance with the General Conditions of the Contract.
 - 3. If the Owner should fail to pay the Contractor any sum within thirty days after its award by arbitrators.
- g. **Work During an Emergency:** The Contractor shall perform any work and furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Owner of the emergency as soon as practicable, but he shall not wait for instruction before proceeding to properly protect both life and property.

2.2.03 RESPONSIBILITY OF THE OWNER: The Owner shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the Agreement on the part of the Contractor. The duties and responsibilities of the Owner as set forth herein shall not be extended except through written consent by the Owner.

- a. **Observation of the Work:** All materials and each part or detail of the work shall be subject at all times to observation by the Owner, and the Contractor will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant or shop. The Owner shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review.
- b. **Acceptability of Work:** The Owner's decision as to the acceptability or adequacy of the work shall be final and binding upon the Contractor. The Contractor agrees to abide by the Owner's decision relative to the performance of the work.
- c. **Owner's Decisions:** All claims of the Contractor shall be presented to the Owner for decision which shall be final except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

2.2.04 ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.2.05 OBSERVATION OF COMPLETED WORK: The Contractor shall remove or uncover such portions of the completed work as may be directed by the Owner at any time before acceptance of the work. After examination, the Contractor shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work but, should the work exposed or examined prove unacceptable, the uncovering, removing and restoring of the work shall be at the Contractor's expense.

2.2.06 WORK BY OWNER OR OTHER CONTRACTORS:

- a. **Separate Contracts:** The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Owner any irregularities, which will not permit him to complete his work in a satisfactory manner. His failure to notify the Owner of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Owner immediately any difference between completed work by others and the provisions of the Contract Documents.
- b. **Written Agreement:** Whenever work being done by the Owner through his own employees or through other contractors is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

2.2.07 ARBITRATION: Should there be any dispute or any questioned decision of the Owner which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party to the dispute. The Contractor shall not delay the work because arbitration proceedings are pending unless he shall have written permission from the Owner to do so and such delay shall not extend beyond the time when the arbitrators shall have opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Owner and the adverse party either by personal delivery or by registered mail addressed to the last known address of each, within ten days of receipt of the Owner's decision, and in no event after final payment has been made and accepted. Should the Owner fail within a reasonable period to make a decision regarding a claim of the Contractor, a demand for arbitration may then be made as if the Owner's decision had been rendered against the party demanding arbitration.

- a. Arbitrators: No one shall be qualified to act as an arbitrator who has, directly or indirectly, any financial interest in the Contract or who has any business or family relationship with the Owner or the Contractor. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter to be submitted to arbitration.
- b. Procedure: Arbitration shall be in accordance with the procedure and standards of the American Arbitration Association.

SECTION 2.3

MATERIALS, EQUIPMENT AND WORKMANSHIP

2.3.01 MATERIALS AND EQUIPMENT: The materials and equipment installed in the work shall meet the requirements of the Contract Documents and no materials or equipment shall be ordered until reviewed by the Owner. All materials and equipment not otherwise specifically indicated shall be furnished by the Contractor. The Contractor shall guarantee all materials and equipment he provides in accordance with Paragraph 2.3.08.

- a. Substitutions: In order to establish standards of quality, the Owner has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.
 1. The Contractor shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Owner may require.
 2. The Contractor shall abide by the Owner's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor and not by individual trades or material suppliers. The Owner will review proposed substitutions and make his recommendations in writing within a reasonable time.
- b. Space Requirements: It shall be the responsibility of the Contractor to insure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.
- c. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.
- d. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Owner, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.
- e. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

- f. **Manufacturer's Directions:** Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

2.3.02 SAMPLES: All samples called for in the Specifications or required by the Owner shall be furnished by the Contractor and shall be submitted to the Owner for his review. Samples shall be furnished so as not to delay fabrication, allowing the Owner reasonable time for the consideration of the samples submitted.

- a. **Samples for Tests:** Contractor shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.
- b. **Contractor's Guaranty:** All samples shall be submitted by the Contractor with a covering letter indicating that such samples are recommended by the Contractor for the service intended and that the Contractor's Guaranty will fully apply.
- c. All materials, equipment and workmanship shall be in accordance with samples guaranteed by the Contractor and reviewed by the Owner.

2.3.03 SHOP DRAWINGS: The Contractor shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications or the Owner's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Owner at the time of the first submission of shop drawings and other drawings for consideration. The Owner's review of any drawings shall not release the Contractor from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the Contractor and the Owner.

- a. **Contractor's Certification:** When submitted for the Owner's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents, and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. Contractor shall also certify that the work represented by the shop drawings is recommended by the Contractor and the Contractor's Guaranty will fully apply.

2.3.04 EQUIPMENT DATA: The Contractor shall submit for the Owner's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type. This submission shall be compiled by the Contractor and reviewed by the Owner before any of the equipment is ordered.

- a. **Index:** Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
- b. **Relation to Contract Documents:** Catalog data for equipment reviewed by the Owner shall not supersede the Owner's Contract Documents. The review of the Owner shall not supersede the Owner's Contract Documents. The review of the Owner shall not relieve the Contractor from responsibility for deviations

from Drawings or Specifications, unless he has in writing called the Owner's attention to such deviations at the time of submissions, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Owner's Contract Documents for deviations and errors.

- c. Contractor's Certification: Equipment data shall be submitted by the Contractor with a covering letter indicating that he has reviewed, checked and approved the data submitted, that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. Contractor shall also certify that the work represented by the shop drawings is recommended by the shop drawings is recommended by the Contractor and that his Guaranty will fully apply.

2.3.05 REJECTED WORK AND MATERIALS: Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the Owner, and the work shall be re-executed by the Contractor. The fact that the Owner may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

- a. Should the Contractor fail to remove rejected work or materials within ten days after written notice to do so, the Owner may remove them and may store the materials.
- b. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.11.

2.3.06 CUTTING AND PATCHING: The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as approved by the Owner. Cutting of existing structure that may endanger the work, adjacent property, workmen or the public shall not be done.

2.3.07 CHARACTER OF WORKMEN: The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or Subcontractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Owner, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Owner.

2.3.08 GUARANTY: The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work.

- a. Correction of faulty work after final payment shall be as provided in Paragraph 2.5.11.

SECTION 2.4

INSURANCE, LEGAL RESPONSIBILITY AND SAFETY

2.4.01 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been complied with by such Subcontractor.

- a. Types: The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation Insurance, Comprehensive General Liability Insurance and Builders' Risk "All-Risk" Insurance as detailed in the following portions of this specification.
- b. Evidence: As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days' notice in writing to be delivered by registered mail to the Owner. Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.
- c. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.
- d. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

2.4.02 WORKMEN'S COMPENSATION INSURANCE: Before the Agreement between the Owner and the Contractor is entered into, the Contractor shall submit written evidence that he and all Subcontractors have obtained, for the period of the Contract, full Workmen's Compensation Insurance coverage for all persons whom they employ or may employ in carrying out the work under this Contract. This insurance shall be in strict accordance with the requirements of the most current and applicable state Workmen's Compensation Insurance Laws.

2.4.03 COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE: Before commencement of the work, the Contractor shall submit written evidence that he and all his Subcontractors have obtained for the period of the Contract, full Comprehensive General Liability Insurance coverage. This coverage shall provide for both bodily injury and property damage. The Comprehensive General Liability Insurance will include as Additional Named Insured's: the Owner.

- a. Bodily Injury portion shall include coverage for injury, sickness or disease, and death, arising directly or indirectly out of, or in connection with, the performance of work under this Contract, and shall provide

for a limit of not less than one million (\$1,000,000) dollars for all damages arising out of bodily injury, sickness or disease to or death of one person, and a total limit of three million (\$3,000,000) dollars for damages arising out of bodily injury, sickness or disease and death of two or more persons in any one occurrence.

- b. Property Damage portion will provide for a limit of not less than one million(\$1,000,000) dollars for all damages arising out of injury to or destruction of property of others arising directly or indirectly out of or in connection with the performance of work under this Contract and in any one occurrence including explosion, collapse and underground exposure.
- c. Automobile liability insurance shall provide for a limit of not less than one million (\$1,000,000) dollars for any liability due to the use of any motorized vehicle.
- d. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the provisions of Paragraph 2.4.05.

2.4.04 BUILDERS' RISK "ALL-RISK" INSURANCE: Before commencement of the work, the Contractor shall submit written evidence that he has obtained, for the period of the Contract, Builders' Risk "All-Risk" Completed Value Insurance coverage including Flood and/or Earthquake upon the entire project which is the subject of this Contract and including completed work and work in progress. Such insurance shall include as Additional Named Insured's: the Owner and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.

- a. Deductible Clause: Such insurance may have a deductible clause but amount of deductible shall not exceed \$250.00.

2.4.05 INDEMNITY: The Contractor shall hold harmless, indemnify and defend the Owner, from any and all liability claims, losses or damage arising or alleged to arise from the performance of the work described herein, but not including the sole negligence of the Owner.

2.4.06 PATENTS AND ROYALTIES: If any design, device, material or process covered by letters patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

2.4.07 PERMITS: All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor.

2.4.08 LAWS TO BE OBSERVED: The Contractor shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinances, regulation, order or decree, whether by himself or his employees.

2.4.09 WRITTEN NOTICE: Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who

serves the notice.

- a. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

2.4.10 ASSIGNMENT OF CONTRACT: Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

2.4.11 ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.4.12 WORK DURING AN EMERGENCY: The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Owner of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

2.4.13 WARNING SIGNS AND BARRICADES: The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist. Phasing of work shall be coordinated with the Owner.

2.4.14 PUBLIC CONVENIENCE: The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

2.4.15 SAFETY: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

- a. The duty of the Owner to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on or near the construction site.

2.4.16 EXISTING CONSTRUCTION: When new construction is adjacent to or crosses highways, railroads, streets

or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor shall replace or repair all existing construction damaged in the execution of this Contract. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work. Phasing of work shall be coordinated with the Owner.

2.4.17 SANITARY PROVISIONS: The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his Subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of health.

SECTION 2.5

PROGRESS AND COMPLETION OF WORK

2.5.01 NOTICE TO PROCEED: Following the execution of the Contract by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

2.5.02 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the seventh day following the date of mailing, by regular mail, of the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time. The Contractor shall begin work on this project within 7 calendar days of written notification by the Owner to proceed.

2.5.03 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonable be requested by the Owner, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.

2.5.04 CHANGES IN THE WORK: The Owner may, as the need arises, order changes in the work through additions, deletions or modifications to the extent of 25% of the Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

2.5.05 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Owner. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

2.5.06 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay.

- a. Act of God shall mean an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

2.5.07 USE OF COMPLETED PORTIONS: The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation or extension of time or both, as agreed by the Owner.

2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES: At the termination of this Contract, before acceptance of the work by the Owner, the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them at the expense of the Contractor.

2.5.09 CLEANING UP: The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

2.5.10 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.11 Correction of Faulty Work After Final Payment.

2.5.11 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

SECTION 2.6

PAYMENTS TO CONTRACTOR

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT: Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Owner, it shall be used as the basis for all Requests for Payment.

2.6.02 REQUESTS FOR PAYMENT: The Contractor may submit to the Owner periodically, but not more than once each month, a Request for Payment for work done and materials delivered to and stored on the site. The Contractor shall furnish the Owner all reasonable information required for obtaining the necessary data relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed on the basis of work completed on all items listed in the Detailed Breakdown of Contract (or on unit prices, as the case may be), less 10 percent to be retained until final completion and acceptance of the work and less previous payments.

2.6.03 OWNER'S ACTION ON REQUEST FOR PAYMENT: Within thirty days after receipt of a Request for Payment from the Contractor, the Owner shall:

- a. Pay the Request for Payment as recommended by the Owner.
- b. Pay such other amount, in accordance with Paragraph 2.6.05, as he shall decide is due the Contractor, informing the Contractor in writing of his reasons for paying the amended amount.
- c. Withhold payment in accordance with Paragraph 2.6.05, informing the Contractor of his reasons for withholding payment.

2.6.04 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT: The Owner may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

- a. Defective work.
- b. Evidence indicating the probable filing of claims by other parties against the Contractor which may adversely affect the Owner.
- c. Failure of the Contractor to make payments due to Subcontractors, material suppliers or employees.
- d. Damage to another contractor.

2.6.05 INTEREST ON UNPAID REQUESTS FOR PAYMENT: Should the Owner fail to pay any Request for Payment or take alternate action in accordance with Paragraph 2.6.04, within thirty days from the date of his receipt of such from the Contractor the Owner shall pay the Contractor interest on the amount of the Request for Payment at the rate of six per cent per annum until payment is made.

2.6.06 PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected work.

2.6.07 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

- a. Removal by Owner: Removal of rejected work or materials and storage of materials by the Owner, in accordance with Paragraph 2.3.05, shall be paid by the Contractor within thirty days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and will pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

2.6.08 PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment:

- a. Unit prices or combinations of unit prices, which formed the basis of the original Contract.
- b. A lump sum based on the Contractor's estimate and accepted by the Owner.
- c. Actual cost plus 15 percent for overhead and profit. Actual costs are defined as follows:
 1. Labor costs, including time of foreman while engaged directly upon extra work.
 2. Labor insurance and taxes.
 3. Materials and supplies actually used on the work.
 4. Associated General Contractors of America standard rental rates on each piece of equipment having a value in excess of \$50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

2.6.09 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Paragraph 2.2.01d, Suspension of Work by Owner, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus 15 percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

2.6.10 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner, in removing construction equipment, tools and supplies in accordance with Paragraph 2.5.08, Removal of Construction Equipment, Tools and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01e, Owner's Right to Terminate the Agreement and Complete the Work, shall be paid by the Contractor.

2.6.11 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT: Upon termination of the Contract by the Owner in accordance with Paragraph 2.2.01e, Owner's Right to Terminate Agreement and Complete the Work, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner.

2.6.12 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR: Upon suspension of the work or termination of the Contract by the Contractor in accordance with Paragraph 2.2.02f, Contractor's Right to Suspend Work or Terminate Agreement, the Contractor shall recover payment from the Owner for the work performed, plus loss on plant and materials, plus established profit and damages.

2.6.13 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the Contractor at his expense and may be used in the work, after acceptance.

- a. Testing of samples and materials furnished in accordance with Paragraph 2.3.02, Samples, shall be arranged and paid for by the Owner.

2.6.14 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor's final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

- a. Release of Liens: The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

SECTION 3.1

SPECIAL CONDITIONS

3.1.01 PREBID CONFERENCE: Contractor shall provide representative to meet with the Public Works Director to verify scope of work and limits of project.

3.1.02 REQUIRED TIME OF COMPLETION: Required Time of Completion for this Project is before December 31st, 2026. The Contractor must complete the Project as outlined or be liable to a fine of \$250.00 per day after completion date. However, the Contractor may receive a time extension in accordance with these specifications to avoid being in default on the Contract if the County warrants the need.

3.1.03 CONFLICTS: If any conflicts exist between the General Conditions, Special Provisions, Specifications, Plans or other Contract Documents, the more stringent requirement will be considered to apply. Where the conflicting items do not differ in stringency, the Specifications will be governing documents. Special Provisions will govern over General Conditions.

3.1.04 PRE-CONSTRUCTION CONFERENCE: At the convenience of the Contractor, but prior to the beginning of construction, there shall be a pre-construction conference to review specific provisions of these Specifications, testing requirements, and to discuss the proposed work schedule. Superintendents should attend this conference and foremen who will be associated with the Project and others the Contractor may care to invite. Contractor shall contact the Owner to set the time and place.

3.1.05 COORDINATION OF WORK: If construction of this Project crosses drainage canals, telephone and power lines, water mains and service lines, drainage pipes, gas lines, and state highway or railroad rights-of-way, then it is the Contractor's responsibility to coordinate crossings of utility lines, drainage pipes, work on road or railroad rights-of-way, and other items as to comply with appropriate regulations of the applicable agencies. For street closings, or any conditions where the traveling public will be affected, notification shall be provided to the county, and also the local D.O.T. office should the work impact a state route. The following is a checklist of contacts to make for this coordination effort:

COORDINATION CHECKLIST

1. Water, power, gas or sewer crossings – Phone 1-800-282-7411 or 811
2. Telephone line crossing – BellSouth, 24-hour notice required - Phone 1-800-282-7411.
3. Worth County Public Works – (229) 776-8220

3.1.06 GENERAL INSPECTION PROCEDURES FOR THE JOB: As a rule, an inspector will be assigned to this Project and he will observe construction operations on a regular basis, inspect materials and accomplish certain tests. His role is advisory to the Contractor regarding the meaning of certain provisions of the Specifications, and he has the authority to reject materials and workmanship. However, final inspection and approval shall be the authority of the Owner or his designated representative.

3.1.07 GENERAL RESTORATION: the Contractor shall replace any or damaged by construction operations in like kind. This shall include fencing, cross-drains, signs, trees, shrubs and other plantings and other items of the same nature.

3.1.08 DRUG FREE WORKPLACE REQUIREMENTS: The Contractor will provide the following certification that a Drug Free Workplace will be provided on the Project.

Drug Free Workplace Certification

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating the "Drug Free Workplace Act", have been complied with in full. The undersigned further certifies that:

1. A drug free workplace will be provided for the Contractor's employees during the performance of the Contract; and
2. Each Contractor who hires a Subcontractor to work in a drug free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with (_____), (_____) certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph seven (7) of subsection B of Code Section 50-24-3."

Also the undersigned further certifies that he will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.