

**ITB 21-03: WINTERS CHAPEL ROAD MULTI-USE TRAIL, PHASE I**

**SPECIAL CONDITIONS**

Proceed. If the alternate bid is awarded with the base bid, work shall be completed within **270** calendar days.

**Final Completion:** Final completion of all work including corrective work shall be achieved within **30 calendar days** from Certified Substantial Completion

- 2.2 Basis of Payment and Retainage:** Payment shall be made on the basis of prices given in the bid. Lump sum prices shall be paid on the percent complete based upon a breakdown of lump sum items in the Bid and materials delivered to the job site. Unit prices will be applied to the actual quantities furnished and installed, as specified, in order to determine payment. **For each application of payment, the owner shall retain a sum equal to (10%) ten percent of total earned amount.**
- 2.3 Liquidated Damages:** Contractor and Owner recognize that time is of the essence and is an essential element of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in 2.1 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in legally proving the true value of the damages which the Owner will sustain by failure of the Contractor to complete the Work on time.
- 2.3.1 Substantial Completion -** Accordingly, instead of requiring any such proof, Owner and Contractor agree that in the event that the work to be done under this Contract is not substantially completed within the times specified (and such additional extension of time as the Owner may have granted), the Owner will retain from the compensation otherwise to be paid to the Contractor, including progress payments, the sum of **\$500.00** for each additional day required to bring the work to Substantial Completion.
1. Substantial Completion is achieved when all items of work are completed in accordance with the Contract Documents, so that the project can be safely, conveniently and beneficially utilized for the purposes for which it is intended.
- 2.3.2 Final Completion -** After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, the Owner will retain from the compensation otherwise to be paid to the Contractor, including progress payments, the sum of **\$250.00** for each additional day required to bring the work to Final Completion.

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1. Final Completion is achieved when all corrective or punch list work is complete and the project is totally and completely capable of being utilized for the purposes for which is intended.
- 2.3.3 These fixed liquidated damages, as stated above, are established not as a penalty but are calculated and agreed upon in advance by the Owner and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the Owner as a result of the failure on the part of the Contractor to complete the Work on time. The parties agree that the stipulated sum is a reasonable estimate of the probable loss by Owner. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

#### 2.4 Contract Time Adjustments

- 2.4.1 The Contractor shall be compensated monetarily for extra and additional work. Contract time adjustments shall be limited to work associated with major work items which have been increased or decreased in the amount of 100% or more by an approved Change Order. Major Work Items are those items that make up a minimum of 20% of the total contract amount. The Contractor shall perform any additional Work concurrently with the original Work, and shall use additional manpower, additional shifts, overtime or other means to maintain the project schedule and Contract time.

#### 2.5 Special Times and Work Restrictions

- 2.5.1 Allowable work hours of the Project are between the hours of 7:30 A.M to 8:00 P.M. Monday through Friday. Lane closures are not permissible between the hours of 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. Monday through Friday. Any work outside of the above listed hours will need approval by the Project Manager a minimum 48 hours prior.
- 2.5.2 The contractor must stage the construction to minimize the frequency and duration of lane closures. All requests for lane closures for night work or weekend work must be submitted for approval to the Dunwoody Public Works Department 7 days in advance of the work.
- 2.5.3 The contractor shall provide a complete schedule and traffic control plan for City approval prior to beginning construction.
- 2.5.4 Any detours plans must be submitted 7 days in advance before approval