

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

SUPPLEMENTAL SPECIFICATION

Section 105—Control of Work

Replace Section 105 with the following:

105.01 Authority of the Engineer

The Engineer will decide all questions that may arise as to the quality and acceptability of materials furnished, work performed, and the rate of progress of the Work; the interpretation of the Plans and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor. The Engineer will determine the quantities of the several kinds of work performed and materials furnished which are to be paid for under the Contract and his determination shall be final.

The Engineer will have the authority to suspend the Work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or general public; for failure to carry out provisions of the Contract, or for failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the Work; or for any other condition or reason deemed to be in the public interest.

The Contractor may request and will receive written instructions from the Engineer upon any important items.

After the Contract has been executed, and before the Work begins, the Engineer may designate a time and place to hold a Preconstruction Conference with the Contractor. At such time, the Contractor shall furnish the Engineer with a Progress Schedule as provided in Subsection 108.03 unless this schedule has been specifically exempted by Special Provision. The Contractor will also be given a decision on any alternate Traffic Control Plan that he may have previously submitted.

Any matters pertaining to order of work, interpretation of Plans and Specifications, traffic control, utility adjustments, or others, may be discussed at the Preconstruction Conference.

105.02 Plans and Working Drawings

Plans will show details of all structures, lines, grades, typical cross sections of the roadway, location and design of all structures, and a summary of Items appearing in the Proposal.

The Plans will be supplemented by such Working Drawings as are necessary to adequately control the Work. Working Drawings for structures shall be furnished by the Contractor and shall consist of such detailed Plans as may be required to adequately control the Work and which are not included in the Plans furnished by the Department. They shall include stress sheets, shop drawings, erection plans, falsework plans, cofferdam plans, bending diagrams for reinforcing steel or any other supplementary plans, or similar data required of the Contractor. All Working Drawings must be approved by the Engineer before installation of these structures are permitted in the Work, and such approval shall not operate to relieve the Contractor of any responsibility under the Contract for the successful completion of the Work. The Contract Bid Prices shall include the cost of furnishing all Working Drawings.

Working Drawings shall be submitted using the electronic submission process used by the Department. All submittals shall be in portable document format (pdf) unless otherwise stated.

105.03 Conformity with Plans and Specifications

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

Plan dimensions and contract specification values are to be considered as the target values to be strived for and complied with as the design values from which any deviations are allowed. It is the intent of the Specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When either a maximum and minimum value or both are specified, the production and processing of the material and the performance of the Work shall be so controlled that material or work will not be preponderantly of borderline quality or dimension.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable work has been produced, the Engineer shall then make a determination if the Work shall be accepted and remain in place. In this event, except in cases where the appropriate price adjustments are provided for in the Specifications covering the materials and/or the finished product, a Supplemental Agreement will be executed documenting the basis of acceptance that will provide for an appropriate price adjustment in the Contract Price for such work or materials as the Engineer deems necessary to conform to his determination based on engineering judgement.

In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in reasonably close conformity with the Plans and Specifications, and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

105.04 Coordination of Plans, Specifications, Supplemental Specifications, and Special Provisions

The Standard Specifications, the Supplemental Specifications, the Plans, Special Provisions, and all supplementary documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of discrepancy, the governing descending order will be as follows:

1. Project Specific Special Provision
2. Project Plans including Special Plan Details
3. Special Provisions
4. Supplemental Specifications
5. Standard Plans including Standard Construction Details
6. Standard Specifications

Calculated dimensions will govern over scaled dimensions.

The Contractor shall take no advantage of any apparent error or omission in the Plans or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Engineer. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and Specifications.

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A. Specifications of Other Organizations

When work is specified to be done or when materials are to be furnished according to the published specifications of organizations other than the Department, the latest specifications published by those organizations at the time bids are received shall apply unless otherwise specified.

AASHTO Interim Specifications and ASTM Tentative Specifications will be considered effective on date of issue.

B. Item Numbers

The first three digits of any Item Number in the itemized proposal designates the Specification section under which the Item shall be constructed.

105.05 Cooperation by Contractor

The Contractor will be supplied with an electronic copy of approved Plans and contract assemblies including Special Provisions. The Contractor shall be responsible for maintaining one set of the approved Plans on the project site at all times.

The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer, Inspectors, and other Contractors in every way possible.

The Contractor shall have access to the Engineer at all times, as his agent, a competent Superintendent, capable of reading and thoroughly understanding the Plans and Specifications, and thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished irrespective of the amount of work sublet.

The Superintendent shall notify the Engineer prior to starting any Pay Item Work. The Prime Contractor shall coordinate and be responsible to the Engineer for all activities of subcontractors.

105.06 Cooperation with Utilities

The Department will notify all utility companies, all pipeline owners, all railroad companies, or other parties affected of Award of the Contract, giving the name and address of the Contractor, and will assist the Contractor in arranging for all necessary adjustments of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, railroad facilities, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for elsewhere in the Contract.

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present location or relocated positions, and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from said utility appurtenances or the operation of moving them. Delays and interruptions to the controlling Item or Items of the Work are covered in Subsection 107.21.G.

It shall be the Contractor's responsibility to plan with each utility owner a schedule of operations which will clearly set forth at which stage of the Contractor's operations the utility owner will be required to perform his removal and relocation work.

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105.07 Cooperation Between Contractors

The Department reserves the right at any time to Contract for and perform other or additional work on or near the Work covered by the Contract.

When separate Contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the Work being performed by other Contractors. Contractors working on the same project shall cooperate with each other.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with his Contract and shall protect and save harmless the Department from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by him because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange his work and shall place and dispose of the materials being used so as not to interfere with the operations of the other contractors within the limits of the same project. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others. At the request of the Structure Contractor, the Engineer will designate an area within the right-of-way, adjacent to each structure, to be reserved for use by the Structure Contractor for storage of equipment and materials necessary to construct the particular structure. So long as he occupies this area, the Structure Contractor shall be responsible for its maintenance. The Structure Contractor must relinquish this area, however, as it becomes practical to utilize completed portions of the structure.

105.08 Construction Stakes, Lines and Grades

(Subsection 105.08 Omitted)

105.09 Authority and Duties of the Resident Engineer

The Resident Engineer, regardless of his administrative title, is the Engineer designated by the Department to be the direct representative of the Chief Engineer. The Resident Engineer has immediate charge of the engineering details of each construction project and is responsible for contract administration. Such administration includes the designation of subordinates to represent him and make routine decisions. The Resident Engineer has the authority to reject defective material and to suspend any work that is being improperly performed.

105.10 Duties of the Inspector

Inspectors employed by the Department are authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication, or manufacture of the materials to be used. The Inspector will not be authorized to alter or waive the provisions of the Contract. The Inspector will not be authorized to issue instructions contrary to the Plans and Specifications or to act as foreman for the Contractor.

105.11 Inspection of the Work

All materials and each part of the detail of the Work shall be subject to inspection by the Engineer.

The Engineer 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 a complete and detailed inspection.

Upon the Engineer's request, the Contractor, at any time before final acceptance of the project, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Specifications. Should the Work thus exposed or examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the Work so exposed or examined prove unacceptable, the uncovering, or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized Department representative may be ordered removed and replaced at the Contractor's expense, unless the Department representative failed to inspect after having been given reasonable notice in writing that the Work was to be performed.

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When any unit of government or political subdivision or any railroad corporation is to pay a portion of the cost of the Work covered by the Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall in no sense make any unit of government or political subdivision or any railroad corporation a party to the Contract and shall in no way interfere with the rights of either party hereunder.

105.12 Removal of Unacceptable and Unauthorized Work

All work that does not conform to the requirements of the Contract will be considered unacceptable unless otherwise determined acceptable under the provisions in Subsection 105.03.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the Work, shall be removed immediately and replaced in an acceptable manner.

Except as elsewhere noted, no work shall be done without lines and grades having been given by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the Plans or as given, except as herein specified, or any extra work done without authority will be considered as unauthorized and will not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this section, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and to cause unauthorized work to be removed, and to deduct the costs from any monies due or to become due the Contractor.

105.13 Claims for Adjustments and Disputes

Whenever the Contractor believes that it is or will be entitled to additional compensation, whether due to delay, extra work, breach of contract, or other causes, the Contractor shall follow the procedures set forth in this Sub-Section.

A. Claims for Acceleration

The Department shall have no liability for any constructive acceleration. If the Department gives express written direction for the Contractor to accelerate its effort, then both parties shall execute a Supplemental Agreement as provided in Subsection 104.03.

B. Claims for Delay and All Other Claims Except Acceleration

1. The Department shall have no liability for damages beyond those items which are specifically payable under this Sub-Section.
2. The Department will be liable only for those delay damages caused by or arising from acts or omissions on the part of the Department which violate legal or contractual duties owed to the Contractor by the Department. The Contractor assumes the risk of damages from all other causes of delay.
3. The parties recognize that delays caused by or arising from right of way problems, defects in plans or design, redesign, changes in the Work by the Department, the actions of suppliers or other Contractors, the shop-drawing approval process, injunctions, court orders and other such events, forces or factors are commonly experienced in highway construction work. Such delays shall not constitute breaches of the Contract. However, such delays may constitute a basis for a claim for delay damages, if found to be in accordance with Subsection 105.13.B.2 above and other provisions of the Contract, and/or a request for a time extension.
4. The term "delay" shall be deemed to mean any event, action, force or factor which extends the Contractor's time of performance. This Subsection is intended to cover all such events, actions, forces or factors, whether they be styled "delay," "disruption," "interference," "impedance," "hindrance", "impact" or otherwise.
5. Compliance with the provisions of Subsection 105.13 will be an essential condition precedent to any recovery of damages by the Contractor.
6. The following items, and only the following items, may be recoverable by the Contractor as "damages":

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- a. Additional direct hourly rates paid to employees for job site labor, including payroll taxes, welfare, insurance, benefits and all other labor burdens.
 - b. Documented additional costs for materials.
 - c. Additional equipment costs, as determined in accordance with this Sub-Section.
 - d. Documented costs of extended job-site overhead. (Not applicable for claims other than delay claims.)
 - e. An additional 15 percent of the total of Subsections 105.13.B.6. a, b, c and d, which sum includes home office overhead and profit.
 - f. Bond costs.
 - g. Subcontractor costs, as determined by, and limited to, those items identified as payable under Subsection 105.13.B.6. a, b, c, d, e, and f.
7. For purposes of computing additional equipment costs, rates used shall be based on the Contractor's actual experienced cost for each piece of equipment. These rates shall be supported by equipment cost records furnished by the Contractor. In no case will equipment rates be allowed in excess of 70 percent of those determined utilizing the *Rental Rate Blue Book*, with the appropriate adjustments noted in Subsection 109.05.
8. The parties agree that, in any claim for damages, the Department will have no liability for the following items of damages or expense:
- a. Profit, in excess of that provided herein.
 - b. Loss of profit.
 - c. Labor inefficiencies, except as allowed under Subsection 105.13.B.6.a.
 - d. Home office overhead in excess of that provided herein.
 - e. Consequential damages, including but not limited to loss of bonding capacity, loss of bidding opportunities and insolvency.
 - f. Indirect costs or expenses of any nature.
 - g. Attorney's fees, claims preparation expenses, or costs of litigation.
 - h. Interest of any nature.
9. NOTICE OF POTENTIAL CLAIM: In any case in which the Contractor believes that it will be entitled to additional compensation, the Contractor shall notify the Engineer in writing of its intent to claim such additional compensation. Such notice shall be given in order that the Department can assess the situation, make an initial determination as to who is responsible, and institute appropriate changes or procedures to resolve the matter.
- a. Claim prior to the filing of such written notice. Failure of the Contractor to give such written notice in a timely fashion will be grounds for denial of the claim.
 - b. All Other Claims Except Acceleration and Delay - If the Contractor does not file such written notice before beginning the Work out of which such claim arises, then the Contractor hereby agrees that it shall have waived any additional compensation for that work and the Contractor shall have no claim thereto.
10. RECORDS: After filing a *Notice of Potential Claim*, the Contractor shall keep daily records of all labor, material, and equipment costs incurred for operations affected. These daily records shall identify each operation affected and the specific locations where work is affected. The Department will also keep records of all labor, material, and equipment used on operations affected. At the time and place, as designated by the Engineer, on Monday, or the first work day, of each week following the date of filing a *Notice of Potential Claim*, the Contractor shall meet with the Department's representative and present the daily records for the preceding week. If the Contractor's records indicate costs greater than those kept by the Department, the Department will present its records to the Contractor. The Contractor shall notify the Engineer in writing within three (3) work days of any inaccuracies noted in, or disagreements with, the Department's records. Refusal or repeated failure by the Contractor to attend these weekly meetings and present its records will constitute a waiver by the Contractor of

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any objections as to the accuracy of the Department's records. When the Contractor makes an objection as to the accuracy of the Department's records, the Engineer shall review the matter, and correct any inaccuracies he finds in the Department's records. For purposes of computing damages, the Department's records will control. In the event the Contractor wishes to contest the accuracy of the Department's records, it may file a petition pursuant to Rule 672-1-.05 of the Official Rules and Regulations of the Department of Transportation. The decision of the Engineer, or, if contested, the decision of the Agency, will be final and binding upon the parties as to any objections to the accuracy of the Department's records, subject to the Contractor's right to judicial review under O.C.G.A. Section 50-13-19.

11. On a weekly basis after filing a *Notice of Potential Claim* for delay damages, the Contractor shall prepare and submit to the Engineer written reports providing the following information:
 - a. Potential effect to the schedule caused by the delay.
 - b. Identification of all operations that have been delayed or are to be delayed.
 - c. Explanation of how the Department's act or omission delayed each operation, and estimation of how much time is required to complete the project.
 - d. Itemization of all extra costs being incurred, including:
 - 1) An explanation as to how those extra costs relate to the delay and how they are being calculated and measured.
 - 2) Identification of all project employees for whom costs are being compiled.
 - 3) Identification of all manufacturer's numbers of all items of equipment for which costs are being compiled.

C. Required Contents of Claims

All claims shall be submitted in writing and shall be sufficient in detail to enable the Engineer to ascertain the basis and the amount of each claim. The claim submission shall be submitted through GDOT's electronic submission process. All information submitted to the Department under this Subsection will be used exclusively for analyzing the claim, resolving the claim or any litigation which might arise from the claim. At a minimum, the following information shall be provided:

1. A description of the operations that were delayed, the reasons for the delay, how they were delayed, including the report of all scheduling experts or other consultants, if any. (Not applicable for claims other than delay claims)
2. An as-built chart, CPM scheme or other diagram depicting in graphic form how the operations were adversely affected. (Not applicable for claims other than delay claims except where an extension of time is sought)
3. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.
4. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.
5. A copy of the "Notice of Potential Claim" filed for the specific claim by the Contractor.
6. The name, function, and activity of each Department official, or employee, involved in, or knowledgeable about facts that gave rise to such claim.
7. The name, function, and activity of each Contractor or Subcontractor official, or employee, involved in, or knowledgeable about facts that gave rise to such claim.
8. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.
9. A statement as to whether the additional compensation or extension of time sought is based on the provisions of the Contract or an alleged breach of Contract.
10. The specific provisions of the Contract which support the claim, and a statement of the reasons why such provisions support the claim.

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11. The amount of additional compensation sought and a break-down of that amount into the categories specified as payable under Subsection 105.13.B.6, above.
12. If an extension of time is also sought, the specific days for which it is sought and the basis for such request.

D. Required Certification of Claims

When submitting the claim, the Contractor shall certify in writing, under oath in accordance with the formalities required by Georgia law, as to the following:

1. That the claim is made in good faith.
2. That supportive data is accurate and complete to the Contractor's best knowledge and belief that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability.

The Contractor shall use the *CERTIFICATE OF CLAIM* form, which can be obtained from the Department, in complying with these requirements.

E. Auditing of Claims

All claims filed against the Department shall be subject to audit at any time following the filing of such claim, whether or not such claim is part of a suit pending in the courts of this State. The audit may be performed by employees of the Department or by an independent auditor on behalf of the Department. The audit may begin on ten days' notice to the Contractor, Subcontractor, or Supplier. The Contractor, Subcontractor, or Supplier shall make a good faith effort to cooperate with the auditors. Failure to cooperate with the auditor shall constitute a waiver by the Contractor of the claim in its entirety. Failure of the Contractor, Subcontractor, or Supplier to maintain and retain sufficient records to allow the Department's auditor to verify the claim shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. If the claim is part of a suit pending in a court of this state or if the claim becomes a part of a suit in a court of this state, the questions of whether the Contractor has cooperated with the auditor or failed to maintain and retain sufficient records to allow the auditor to verify the claim shall be questions for determination by the judge without the assistance of a jury.

Without limiting the generality of the foregoing, and as a minimum, the auditors shall have available to them the following documents:

1. Daily time sheets and foreman's daily reports.
2. Project payroll register.
3. Profit and loss statements for the project.
4. Payroll tax returns.
5. Material invoices, purchase orders, and all material and supply acquisition contracts for the project.
6. Material cost distribution worksheet for the project.
7. Equipment records (list of company equipment, rates, etc.)
8. Vendor rental agreements, and subcontractor invoices.
9. Subcontractor payment certificates.
10. Canceled checks (payroll and vendors) for the project.
11. Job cost report for the project.
12. Job payroll ledger for the project.
13. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals.
14. Cash Disbursements journal for the project.
15. Certified financial statements for all years reflecting the operations on this project.
16. Depreciation records on all company equipment whether such records are maintained by the company involved, its accountant, or others.

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17. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
18. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim
19. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents which establish the time periods, individuals involved, the hours and the rates for the individuals.

F. Mediation

After compliance by the Contractor with parts B., C., D. and E. of Subsection 105.13 and if the Contractor's claim has been disallowed in whole or in part, then the Contractor may, within 30 calendar days from receipt of the ruling of the Engineer, make a written request to the Engineer that the claim or claims be referred to mediation.

If requested in accordance with this specification, mediation shall be granted by the Department. In which case, within 30 days of receipt by the Department of the Contractor's request for mediation, the Contractor and the Department will meet to select a mediator. The mediator will then schedule the mediation at a place, time, and earliest date agreeable to the Contractor and the Department.

The Contractor and the Department mutually agree that mediation shall be a condition precedent to the filing of any lawsuit concerning claims or alleged breaches of the Contract. The costs and expenses of the mediator, selected by mutual agreement of the parties, will be divided equally between the Department and the Contractor. Each party to the mediation shall bear its own costs of preparing for and participating in the mediation.

G. Remedies Exclusive

In the event any legal action is instituted against the Department by the Contractor on account of any claim for additional compensation, whether on account of delay, acceleration, breach of contract, claimed extra work, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in Sub-Section 105.13.

105.14 Maintenance During Construction

The Contractor shall maintain the project during construction and until the Project is accepted. This maintenance shall constitute the continuous and effective work prosecuted day by day, with adequate equipment and forces to the end that all areas of the project are kept in satisfactory condition at all times.

The Contractor's area of responsibility for maintenance is confined to the physical construction limits plus any areas affected by the Contractor's activities. Once maintenance acceptance or final acceptance has been made, the Contractor is no longer responsible for damage to the Work other than that attributable to the Contractor's actions or inadequate construction.

In case of separate contracts, each Contractor shall be responsible for any damage to the completed work of others caused by his actions or negligence. Where the work of one Contractor has been accepted by the Department, the Contractor performing subsequent work in the area shall be responsible for the maintenance and protection of all work previously completed.

If separate bridge contracts are let within the limits of a Roadway Project and the Bridge Contractor completes his Contract before the Roadway Contractor, the Bridge Contract may be accepted, and the Roadway Contractor will be responsible for maintenance of the new bridge until it is opened to traffic. If the Roadway Contractor hauls materials across the bridge the Roadway Contractor shall protect the end posts, deck surface, deck edges, joints, and all other vulnerable features of the bridge by use of adequate timber or earth cushions as directed by the Engineer. The Roadway Contractor shall repair all damage caused by such use, including resealing of joints and rerubbing of finish at his own expense.

All cost of maintenance work during construction and before the Project is accepted shall be included in the Unit Prices Bid on the various Pay Items and the Contractor will not be paid an additional amount for such work except as provided in Subsection 104.05.B.

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The Contractor shall not allow vegetative growth at any time to obstruct signs, delineation, traffic movements, or sight distance. The Contractor shall at intervals not to exceed six months, clean up and remove litter and debris; remove weeds from around guardrail, barrier, poles, standards, utility facilities, and other structures; and cut or trim trees, bushes or tall grass. These requirements shall apply to all areas within the project termini and lateral limits.

105.15 Failure to Maintain Roadway or Structures

If at any time, the Contractor fails to comply with the provisions of Subsection 105.14, the Engineer will immediately notify the Contractor of such noncompliance. If the Contractor fails to remedy the unsatisfactory maintenance within 48 hours after receipt of such notice, the Engineer may immediately proceed to maintain 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.

105.16 Final Inspection and Acceptance

A. Corrective list

Excluding resurfacing projects, no less than 60 (Sixty) calendar days prior to the Contract completion date the Engineer will hold a closing conference and perform an inspection of the Work. Any items found unsatisfactory during this inspection will be detailed as necessary remedial work and provided to the Contractor in the form of a Corrective list. A Corrective list is intended to facilitate timely completion of the Work. Resurfacing projects necessitate the Engineer commence a closing conference and inspection no less than 14 calendar days to the Contract completion date unless otherwise arranged and agreed to by the Contractor.

The Contractor is encouraged to request additional inspections earlier in the project as major portions of the Work appear complete.

Production of a Corrective list does not, in any way, represent a Final Inspection having been performed.

B. Final Inspection

Upon receipt of due written notice from the Contractor of completion of the entire project, the Engineer will schedule and make an inspection for acceptance within 7-business days. No time charges shall be applied to the Contractor for the Engineer's inability to meet the 7-business day allowance. If all construction provided for and contemplated by the Contract is found completed to the Engineer's satisfaction and all documents required in connection with the project have been submitted by the Contractor, the Engineer will consider this the Final Inspection. The Engineer will subsequently make the Final Acceptance and notify the Contractor in writing of this acceptance. The Engineer will have the final decision on when the project is complete.

If, however, the Inspection discloses any work, in whole or part, as being unsatisfactory, the Engineer will detail the remedial work required to achieve acceptance and provide the Contractor the necessary instructions for correction of same. Only one list of instructions will be generated by the Engineer. The Contractor shall immediately comply with and execute such instructions. Subsequent inspections will be made on the remedial work until the Engineer accepts all work. Such subsequent inspections are only for the purpose of assessing completion of the instructions provided. When all construction provided for and contemplated by the Contract is found completed to the Engineer's satisfaction, including submission of all documents required in connection with the project with the exception of final documents as defined in Section 108.07, the Engineer will make the Final Acceptance and notify the Contractor in writing of this acceptance.

When the Contractor has finished a major portion of the Contract, the Contractor may request that a semi-final inspection be made. At the discretion of the Engineer, who shall be sole judge as to making the inspection, if the Work is satisfactory, as described in the first paragraph of this Section, that portion of the Contract may be accepted, opened to traffic, if not already carrying traffic, and the Contractor relieved of the maintenance obligations as described elsewhere in these Specifications.

Such partial acceptance shall in no way relieve the Contractor of responsibility for satisfactory completion of the Contract, or for failure of any portion of the accepted work prior to Final Acceptance of the project.

