

## **Project Addendum 1**

(15 pages)

Project: Traffic Signal Project at Canada Road & Lake District Drive

Date: November 9, 2023

The listed corrections should be incorporated into the plans/specifications. All bidders are required to indicate on the outside of their proposal envelope the receipt of this information by giving the date and addenda number.

### Description:

1. Advertisement for Bid, Replace Bid Opening Date “November 14, 2023” to “November 16, 2023”.
2. Bid Form, 1., Replace Bid Contract closing date “July 21, 2023 and July 28, 2023” to “December 20, 2024 and December 27, 2024”.
3. Standard Form of Agreement Between Owner and Contractor, Article 3. Contract Time 3.1, Replace “March 22, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by March 29, 2024” to “December 20, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by December 27, 2024”
4. Section 01010 Summary of Work, B. Project Summary, Replace “The power supply for the signal shall be obtained from the power pole noted on the plans, the contractor shall provide the riser on the pole including weather head, disconnect, meter socket and all necessary mounting hardware and extend a conduit between the riser and the traffic signal controller cabinet. the contractor shall install the power conductors from the controller to the weather head providing adequate slack for MLGW to make the final connections for the power drop” to “The demarcation point shall be within 10ft-15ft or new cabinet”.
5. Section 01010 Summary of Work, B. Project Summary, Add “Signal phases 3 and 7 require an additional display to meet current MUTCD standards. Pedestrian pole number 10 is to be changed to a 1 foot pedestal pole and a 17 foot pedestal pole is to be added to the Northeast corner to accommodate those displays”.
6. Section 01010 Summary of Work, B. Project Summary, Add “The cabinet is to include UPS to conform to City of Memphis standards”
7. Section 01010 Summary of Work, B, Project Summary, Add “All four mast poles shall be 30 feet in height to accommodate street lighting at the intersection. Standard City of Memphis cobra head lighting to be placed on two (diagonally opposite poles)”.
8. Section 01010 Summary of Work, B, Project Summary, Add, “The City will pay for all costs associated with MLGW services”.

*Emily Harrell*

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City of Lakeland  
Emily Harrell, P.E., City Engineer

*11/9/2023*

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Date

STANDARD  
ADVERTISEMENT FOR BIDS  
FOR  
TRAFFIC SIGNAL PROJECT AT CANADA ROAD & LAKE DISTRICT DRIVE  
FOR  
CITY OF LAKELAND  
LAKELAND, TENNESSEE

Notice is hereby given, pursuant to Tennessee Statute Section 16-19-104, the City of Lakeland, Tennessee, will receive sealed bids until 2:00 p.m., local Time, ~~November 14, 2023,~~ **NOVEMBER 16, 2023**, for the following:

TRAFFIC SIGNAL PROJECT AT CANADA ROAD & LAKE DISTRICT DRIVE

Bids must be in one sealed envelope with statement thereon "BID ENCLOSED, TRAFFIC SIGNAL PROJECT AT CANADA ROAD & LAKE DISTRICT DRIVE" and be submitted to the receptionist at the City of Lakeland, Tennessee 10001 U.S. Highway 70, at or before the above stated time. Bids will be opened publicly, read aloud, and tabulated by the City Manager, or his or her Designee, at the above stated time and place, unless an alternative site is designated in writing prior to the time of Bid Opening. No bid may be withdrawn for a period of thirty (30) days after the date set for opening thereof. The City of Lakeland, Tennessee reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding; provided, however, that any bid received after the time specified or without accompanying Bid Guaranty, as stated below, will not be considered.

Bidding Documents, including specifications, are currently available from the City of Lakeland Tennessee, 10001 U.S. Highway No. 70, Lakeland Tennessee or at [www.lakelandtn.gov](http://www.lakelandtn.gov).

A Bid Guaranty in the form of a properly executed Bid Bond payable to the City in the amount of not less than 5% of the total base bid amount must accompany each bid. Pursuant to T.S. 12-4-201, in lieu of a Bid Bond, the following securities or cash may be substituted at the percentage rate required for such bond: United States treasury bond or general obligation bond or certificates of deposit irrevocably pledged from a state or national bank having its principle office in Tennessee or a state or federal saving and loan association having its principal office in Tennessee, or any state or national banks or state or federal savings and loans associations that has its principal office located outside of Tennessee and that maintains a branch in this state, or a letter of credit or cash. The successful Bidder will be required to execute an Agreement with the City, in the form supplied in the bidding documents, within thirty (30) days after Notice of Award is issued. The Notice of Award shall serve as notice that the Agreement is ready for execution. The Bid Guaranty shall be forfeited as liquidated damages if the Bidder fails to execute the Agreement within thirty (30) days after such Notice is issued or fails to provide proper Bond or other form of Guaranty, as approved. The Bid Guaranty, if a Bid Bond, shall be executed by a surety or guarantee company authorized to do business in Tennessee. The Attorney-in-Fact who executes the Bond on behalf of the surety shall affix a certified and current copy of its Power of Attorney from the surety. No other type of

Bid Guaranty will be accepted. The City may proceed against a Bid Guaranty unless either: a) the Agreement has been executed by Contractor and Performance, and Labor and Material Payment Bonds have been furnished, as required; or, b) the specified time has elapsed so that Bids may be withdrawn; or, c) the Bid has been rejected.

Notice is hereby given that preference will be granted to Tennessee contractors, subcontractors, laborers, and materials, supplies, equipment, machinery, and provisions produced, manufactured, supplied, or grown in Tennessee, as required by Tennessee Statute Section 12-4-121 et seq.

A Pre-Bid Conference will be held at 10:00 a.m., Local Time, November 9, 2023, at Lakeland City Hall. A site tour may be held to review the Project following this conference. Contact for this Project is Paul Posey, Staff Engineer, at (901) 867-5401 or pposey@lakelandtn.org.

Attendance in the Pre-Bid Conference is not mandatory for Contractors who wish to be considered qualified and/or responsible

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Michael Walker  
City Manager

Publish:        November 3, 2023  
                      November 8, 2023

EXHIBIT "A"  
STANDARD  
BID FORM

PROJECT IDENTIFICATION: City of Lakeland, Tennessee  
Project Description: Traffic Signal Project at Canada Road  
& Lake District Drive

THIS BID SUBMITTED TO: City of Lakeland, Tennessee  
10001 U.S. Highway 70  
Lakeland, Tennessee 38002

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in the Bidding Documents and to substantially complete all Work as specified or indicated in the Bidding Documents for the Contract Price by ~~July 21, 2023~~, **DECEMBER 20, 2024** and completed and ready for final payment not later than ~~July 28, 2023~~ **DECEMBER 27, 2024**, in accordance with the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement for Bids and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Guaranty. This Bid will remain effective for thirty (30) days after the day of Bid opening. Bidder will sign the Agreement and submit the Bonds and other documents required by the Bidding Documents within thirty (30) days after the date of the City's Notice of Award.
3. Notice that preferences will be granted pursuant to Tennessee Statutes is hereby acknowledged.
4. In submitting this Bid, Bidder represents, as more fully set forth in the Bidding Documents, that:
  - A. Bidder has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):  

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
  - B. Bidder has examined the site and locality where the work is to be performed, the federal, state, and local Laws and Regulations, and the conditions affecting cost, progress, or performance of the work and has made such independent investigations as Bidder deems necessary;

- C. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, corporation, or other business entity. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or against the City.
  - D. Each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Statute 12-12-106
5. Bidder is bidding all schedules, alternates, if any, and will complete the Work for unit price(s) stated on the attached bid schedule based on materials actually furnished and installed and services actually provided. The Bid is summarized below on the basis of estimated quantities:
- TOTAL BASE BID, IN NUMERALS: \$ \_\_\_\_\_
- TOTAL BASE BID, IN WORDS: \_\_\_\_\_ DOLLARS.
7. Bidder agrees that the work for the City will be as provided above.
8. Bidder accepts the provisions of the Bidding Documents as to liquidated damages in the event of failure to complete the work on time, unless otherwise stated as provided below. Bidder agrees that such liquidated damages are not a penalty and that the amount provided is as close an estimate as possible to actual damages. Any exceptions or objections to this provision are stated in writing and attached hereto by Bidder.
9. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Guaranty in the form of a Bid Bond. (Unless otherwise provided by the City.)
  - B. Itemized Bid Schedule.
10. Communications concerning this Bid shall be addressed to:
- Address of Bidder: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
11. The terms used in this Bid are defined in and have the meanings assigned to them in the General Conditions, except as provided in the Supplementary Conditions and Bidding Documents.

Submitted on \_\_\_\_\_, 2023.

Bidder is bidding as a \_\_\_\_\_ (Insert Resident or Non-Resident)

IF BIDDER IS:

AN INDIVIDUAL

By: \_\_\_\_\_ (seal)  
(Individual's Name)

doing business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A PARTNERSHIP

By: \_\_\_\_\_ (seal)  
(Firm's Name)

\_\_\_\_\_  
(General Partner)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A CORPORATION OR LIMITED LIABILITY COMPANY

By: \_\_\_\_\_ (seal)  
(Corporation's or Limited Liability Company's Name)

\_\_\_\_\_  
(State of Incorporation or Organization)

By: \_\_\_\_\_ (seal)  
  
(Title)

(Seal)

Attest: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_

A JOINT VENTURE

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_ (seal)  
(Name)

\_\_\_\_\_  
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)



STANDARD FORM OF  
AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is made between the City of Lakeland, hereinafter referred to as the "Owner," and \_\_\_\_\_ hereinafter referred to as the "Contractor."

WHEREAS, the City of Lakeland is desirous of paving ; and,

WHEREAS \_\_\_\_\_ is able and willing to provide those services to the City of Lakeland, Tennessee.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE 1. WORK.

Contractor shall perform all the work required by the Contract documents for TRAFFIC SIGNAL PROJECT AT CANADA ROAD & LAKE DISTRICT DRIVE , Lakeland, Tennessee.

ARTICLE 2. ENGINEER.

The Project has been designed by the City of Lakeland Engineering Office, 10001 U.S. Highway 70, Lakeland, Tennessee, who is hereinafter referred to as the "Engineer" and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract documents in connection with completion of the Work in accordance with the Contract documents.

ARTICLE 3. CONTRACT TIME.

- 3.1 The Work will be substantially completed by ~~March 22, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions by March 29, 2024~~ **DECEMBER 20, 2024 AND COMPLETED AND READY FOR FINAL PAYMENT IN ACCORDANCE WITH PARAGRAPH 15.06 OF THE GENERAL CONDITIONS BY DECEMBER 27, 2024**
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not substantially completed by the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 15 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner one Hundred Dollars (\$100.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in paragraph 3.1 for completion and

readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. It is further agreed that such liquidated damages are not a penalty but represent the parties' best estimate of actual damages.

#### ARTICLE 4. CONTRACT PRICE.

In Consideration of the performance of the work in accordance with the Contract documents for this Unit Price Contract, Owner shall pay Contractor in current funds a not-to-exceed total contract price of \_\_\_\_\_ (\$ \_\_\_\_\_), subject to additions and deductions by Change Order approved by the Owner. The contract fee shall be based on materials actually furnished and installed and services actually provided based on the unit prices contained in the Bid Form and Itemized Bid Schedule, included as Exhibit "A" (pages BF-1 -- BS-1) and by this reference made a part of this Agreement.

#### ARTICLE 5. PAYMENT PROCEDURES.

Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed through the Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 25th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values provided for in Paragraph 15 of the General Conditions, subject to the cutoff and submittal dates provided in the General Provisions.
  - 5.1.1 During the course of the Contract progress payments will be made in an amount equal to 95% of the Work completed, less in each case the aggregate of payments previously made.
  - 5.1.2 In the event the Contractor makes only one application for payment upon substantially completing the Work, progress payment will be made in an amount equal to 95% of the Work completed. Owner shall withhold five percent (5%) of the work completed as retainage, said retainage to be paid in accordance with the provisions of Paragraph 5.2, Final Payment.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Engineer shall recommend payment and present Contractor's Final Application for Payment to the City in accordance with Tennessee Statutes 54-5-122. Before final acceptance of the project as having been finally completed, the contractor shall furnish evidence of payment in full for materials and labor to the City in accordance with Tennessee 54-5-122. When this is done, full settlement may be made with the contractor, but not until thirty (30) day's notice is some newspaper

published in the county where the work is done, if there is a newspaper there, and if not, in a newspaper in an adjoining county that settlement is about to be made and notifying all claimants to file notice of their claims with the officials and the period for filing shall not be less than thirty (30) days after the last published notice. In the event claims are filed, the officials shall withhold a sufficient sum to pay the claims in the same way and manner as is provided for claimants making claims against contractors dealing with the Department of Transportation in accordance with Statutes 54-5-123, and claimants may bring suits against contractors in the way and manner provided in 54-5-124, as suits are brought against contractors dealing with the department. Where claims are allowed by the Courts, Statutes 54-5-125 and 54-5-127 shall be applicable.

#### ARTICLE 6. WITHHELD FUNDS.

Pursuant to Tennessee Statutes Section 66-11-104 et seq., withheld percentages for Contracts exceeding \$500,000.00 will be retained in an account in the name of the Contractor (except when specifically waived in writing by Contractor) which has been assigned to the Owner until the Contract is completely, satisfactorily, and finally accepted by the Owner. Unless a depository is designated by the Contractor in a written attachment hereto, the Contractor's signature hereon shall act as authority for the Owner to designate a retainage depository on behalf of the Contractor, for the purposes specified in Tennessee Statutes Section 66-11-104. The Contractor's signature hereon shall act as an assignment of the depository account to the Owner, as provided by Tennessee Statutes Section 66-11-104 et seq., whether the depository is designated by the Contractor or by the Owner.

#### ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract documents, Work, locality, and with all local conditions and federal, state, and local Laws and Regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 Contractor has studied carefully all reports of investigations and test of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations, and test and studies as he deems necessary for the performance of the Work at the Contract price, within the Contract Time, and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by Contractor for such purposes.

- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract documents and the written resolution thereof by Engineer is acceptable to Contractor.

#### ARTICLE 8. CONTRACT DOCUMENTS.

The Contract documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consist of the following:

- 8.1 This Agreement (Pages SFA-1 to SFA-5, inclusive).
- 8.2 Joint Account Agreement or Letter of Forfeiture waiving same (if applicable)
- 8.3 Exhibit "A" - Bid Form and Bid Schedule.
- 8.4 Affidavit of Drug Free Work Program
- 8.5 Addenda
- 8.6 Performance & Payment Bonds
- 8.7 Certificates of Insurance, of Workers' Compensation Coverage, and of Unemployment Insurance Coverage.
- 8.8 2013 Standard General Conditions of the Construction Contract (Pages i to 62, inclusive).
- 8.8 Standard Supplementary Conditions (Pages SSC-1 to SSC-16, inclusive).
- 8.9 General Requirements
- 8.10 Special Provisions (Section 01810)
- 8.11 Technical Specifications
- 8.12 Notice of Award.
- 8.13 Notice to Proceed.
- 8.14 Minutes of the Pre-Bid Conference, if any.
- 8.15 Shop Drawings and other Submittals furnished by Contractor during performance of the Work and accepted by the Owner.

8.16 Any modifications, amendments, and supplements, including Change Orders, issued pursuant to Article 11 of the General Conditions, on or after the effective date of this Agreement.

8.17 Notice of Substantial Completion.

ARTICLE 9. MISCELLANEOUS PROVISIONS.

9.1 The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

Terms used in this Agreement, which are defined in the General Conditions, shall have the meanings designated in those conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in one (1) original copy on the day and year first above written.

APPROVED AS TO FORM:

\_\_\_\_\_  
(PROJECT: \_\_\_\_\_ )

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

ATTEST:

CONTRACTOR:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:  
CITY OF LAKELAND, TENNESSEE

## SECTION 01010

### SUMMARY OF WORK

A. Project Identification:  
**Traffic Signal Project at Canada Road & Lake District Drive**

B. Project Summary:

This project consists of installation of a traffic signal at Canada Road & Lake District Drive as depicted on the enclosed maps. In addition, the project includes the installation of 3-inch conduit and pull boxes to provide the means to accommodate the installation of a fiber optics communication system between the existing signal system serving the interchange of I-40 and Canada Road.

A general description of the work includes the following; however, this is not an exhaustive list:

- Temporary traffic control measures shall be used during all phases of construction. All attempts shall be made to keep at least one lane of roadway open. In the event of a road closure, the Owner shall be notified within 48 hours of the impending work. A traffic control plan for each location shall be submitted to the City Engineer for approval prior to construction.
- The contractor is responsible for all utility locates in the area of work and for those that may be affected by the construction. Coordination with utility company may be required.
- The contractor is responsible for the design of the mast arm and poles and foundations.
- The contractor is responsible for verifying the mast arm dimensions, attachment heights, and signal head vertical placements prior to ordering the mast arms from the manufacturer.
- All construction material shall be removed and properly disposed of in accordance with State and local regulations within the time limits of the project. Removal and hauling away of all construction debris including unsuitable soils shall be the responsibility of the Contractor.
- The contractor is responsible for field verification of existing grades. Necessary adjustments shall be made after consultation and agreement with the design engineer.
- ~~The power supply for the signal shall be obtained from the power pole noted on the plans, the contractor shall provide the riser on the pole including weather head,~~

~~disconnect, meter socket and all necessary mounting hardware and extend a conduit between the riser and the traffic signal controller cabinet. the contractor shall install the power conductors from the controller to the weather head providing adequate slack for MLGW to make the final connections for the power drop.~~ **THE DEMARCATION POINT SHALL BE WITHIN 10FT-15FT OR NEW CABINET**

- All pavement markings shall meet the current Manual on Uniform Traffic Control Devices (MUTCD) and Tennessee Department of Transportation (TDOT) Specification for pavement markings. All new pavement markings shall be 60 mil thermoplastic for striping and 90 mil thermoplastic for stop bars.
- Material/Density testing will be performed at the request of the Owner. Testing will be paid by invoice.
- **ALL FOUR MAST POLES SHALL BE 30 FEET IN HEIGHT TO ACCOMMODATE STREET LIGHTING AT THE INTERSECTION. STANDARD CITY OF MEMPHIS COBRA HEAD LIGHTING TO BE PLACED ON TWO (DIAGONALLY OPPOSITE POLES)**
- **SIGNAL PHASES 3 AND 7 REQUIRE AN ADDITIONAL DISPLAY TO MEET CURRENT MUTCD STANDARDS. PEDESTRIAN POLE NUMBER 10 IS TO BE CHANGED TO A 1 FOOT PEDESTAL POLE AND A 17 FOOT PEDESTAL POLE IS TO BE ADDED TO THE NORTHEAST CORNER TO ACCOMMODATE THOSE DISPLAYS. THE CABINET IS TO INCLUDE UPS TO CONFORM TO CITY OF MEMPHIS STANDARDS**
- **THE CABINET IS TO INCLUDE UPS TO CONFORM TO CITY OF MEMPHIS STANDARDS**
- **ALL FOUR MAST POLES SHALL BE 30 FEET IN HEIGHT TO ACCOMMODATE STREET LIGHTING AT THE INTERSECTION. STANDARD CITY OF MEMPHIS COBRA HEAD LIGHTING TO BE PLACED ON TWO (DIAGONALLY OPPOSITE POLES).**
- **THE CITY WILL PAY FOR ALL COSTS ASSOCIATED WITH MLGW SERVICES**

C. Particular project requirements.

1. Apply for, obtain, and pay for permits when required to perform the work.
2. Field-verify dimensions indicated on drawings (when applicable) before fabricating or ordering materials. Do not scale drawings.
3. Notify Owner of existing conditions differing from those indicated on the drawings. Verify the existence and location of underground utilities along the route of proposed work. Omission from, or inclusion of, locations on the drawings, is not to be considered as the nonexistence of, or the definite location of, existing underground utilities. Do not remove or alter existing utilities without prior written approval.

6. The Contract Documents are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonably implied or necessary for proper performance of the project shall be included.
7. The Provisions are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, "furnish..." means "Contractor shall furnish..."

END OF SECTION