

Project Manual

Specification

Lumpkin County

Wimpy Airport

Primary Surface

Regrading

Project# 2018-003-ITB

Modifications & Additions to the Specifications

Project# 2018-003-ITB

Listed below are modifications and additions to the 2013 State of Georgia Standard Specifications for Construction of Transportation Systems.

Prompt Payment

Utility Conflicts

Sec. 104- Scope of Work

Sec. 107 - Legal Regulations and Responsibility to the Public

Sec. 108- Prosecution and Progress (4) (failure or Delay in Completing Work on Time)

Sec. 109 – Measurement and Payment (2)

Sec. 149-Construction Layout

Sec. 151- Mobilization

Sec 161 Erosion Control

Sec. 201 -Clearing and Grubbing

Sec. 210 Grading Complete

Sec. 700- Seeding (Revegetation of disturbed areas)

Special Provisions

Prompt Payment:

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 10 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the County.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If correction action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

Utility Conflicts:

Utility companies having known facilities that conflict with the construction of this project will be directed by the County to adjust or relocate their facilities and will be notified of the contract award.

Conform to all the requirements of the Specifications as they relate to cooperation with utility owners and the protection of utility installations that exist on the project. Refer to the requirements of Section 107, Legal Regulations and Responsibility to the Public, with particular attention to Subsection 107.21.

Coordinate the work with any work to be performed by other in any right of way clearance and arrange a schedule of operations that will allow for completion of the Project within the specified contract time. Where stage construction is required, notify the utility worker when each stage of work is completed and the site is available for utility work to proceed.

Information concerning utility facilities known to exist within the project limits, including the list of owners, is available for reference.

Under Georgia Code Section 32-6-171, utilities are required to remove or relocate their facilities. The County is required to give the utility at least 60 days written notice directing the removal, relocation or adjustment and the utility owner is required to begin work within the time specified in the utility's work plan or revised work plan.

Upon request, copies of all agreements with utility companies having facilities on this project will be made available for examination by the Contractor at the Georgia D.O.T. District Office. Utility Adjustment Schedules, when submitted to the County by the utilities, will be made available to the Contractor after the Notice to Contractors has been posted by the Office of Construction Bidding Administration. The Utility Adjustment Schedules are available on the Office of Construction Bidding Administration's web site. Utility Adjustment Schedules may be included with the Utility Special Provision in the Contract Proposal on select projects. The Contractor is responsible for considering in its bid all existing and proposed utility locations and the removals, relocations, and adjustments specified in the Utility's Work Plan.

For this Project, Utility Owners that are required to remove, relocate, or adjust their facility to accommodate the construction of this Project may be liable to the Contractor for damages or delay costs resulting from the Utility Owner's failure to clear conflicts within the time specified in the approved Utility Work Plan. If the Utility Owner is unable to submit and obtain County approval of a revised Work Plan or fails to complete the removal, relocation, or adjustment of its facilities in accordance with the approved Work Plan, the Utility Owner may be liable to the County, or the Contractor, for damages or delay costs.

In accordance with Subsection 105.06 of the Specifications, the County is not liable for payment of any claims due to utility delays, inconvenience or damage sustained by the Contractor due to interference of any utilities or appurtenances, or the operation of moving them.

Whenever the Contractor considers that it is or will be entitled to damages or delay costs from the Utility Owner in accordance with O.C.G.A. 32-6-171, the Contractor shall provide written notice to the Utility Owner and the County within ten (10) days from the time of the dispute or potential dispute is identified. The Contractor shall follow the Procedures for Utility Damages or Delay Costs outlined in the latest edition of The Utility Accommodation Policy and Standards Manual. Failure to follow the above will result in waiver of the Contractor's claim against the Utility Owner for damages or delay costs.

In accordance with Subsection 107.21.G delays by utilities will continue to be considered by the County in charging Contract Time. For purposes of applying provisions of this paragraph, railroads and the Metropolitan Atlanta Rapid Transit Authority (MARTA) are considered utilities.

A. Other Work

The County reserves the right to perform, with its own forces, any maintenance or construction work as may be necessary on or near The Work covered by the Contract.

B. Enforcement

If the requirements of this Specification are not achieved, the Lumpkin County Public Works Department will cease all Work being performed and may withhold any monies due, or which may become due until the above requirements have been met.

SECTION 104 – SCOPE OF WORK

Delete Subsection 104.08 and Substitute the following:

104.08 Value Engineering Proposals

A. Applicability

This Section applies to those cost reduction proposals initiated and developed by the Contractor for changing the Plans, Specifications, or other requirements of the Contract. These provisions do not apply unless the proposal submitted by the Contractor is specifically identified as being presented as a Value Engineering Proposal (VEP) and the Contract amount is in excess of \$50,000.

The cost-reduction Proposals contemplated are those discretionary changes which would require a Supplemental Agreement modifying the Contract and would produce a savings to the County by providing less costly items or methods than those specified in the Contract without impairing essential functions and characteristics including, but not limited to: service life, reliability, economy of operations, ease of maintenance, and safety, both during and after construction. Proposals must provide a product comparable to the original design at a lower cost or improved quality, or both. No proposals will be accepted that lower the quality of the project.

These provisions are applicable to the prime Contract and include all subcontracts.

B. Documentation

Value Engineering Proposals (VEP) will be processed in the same manner as prescribed for any other alterations of the Contract requiring a Supplemental Agreement.

As a minimum, the following information shall be submitted by the Contractor with each Value Engineering Proposal:

1. A description of the difference between the existing Contract requirement and the proposed change and the comparative advantages and disadvantages of each.
2. An itemization of the requirements of the Contract which must be changed and a recommendation of how to make such change (e.g., a suggested revision).
3. A detailed estimate of the cost of performing the work under the contract and under the proposed change.

4. A prediction of any effects the proposed changes would have on other costs to the County, including cost of related items and costs of maintenance and operation.
5. A statement of the time showing the last date by which an agreement for adoption of the proposed changes must be executed in order to obtain the maximum cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.
6. The dates of any previous or concurrent submissions of the Proposal, the Contract number(s) under which submitted, and the outcome or the result of the proposal in previous projects and any previous actions by the County, if known.
7. A life-cycle cost analysis.

NOTE: If a VEP is similar to a change in the Plans or Specifications for the Project that is under consideration by the County at the time said VEP is submitted, or if such VEP is based upon or similar to Standard Specifications, Special Provisions, or Standard Plans adopted by the County after the advertisement of the Contract, the Lumpkin County Public Works Department will not accept such proposal and the County reserves the right to make such changes without compensation to the Contractor under the provisions of this Section.

Proposed changes in the basic design of a pavement type (e.g., rigid to flexible or vice versa) or pavement thickness will not be considered as an acceptable VEP. Proposed changes to base/subbase courses may be considered as an acceptable VEP. If design alternates are shown in the plans, the County will not consider a VEP substituting a design alternate on which the Contractor could have bid for one on which the Contractor has bid. The County reserves the right to reject any VEP submitted requiring additional Right-of-Way.

C. Submission

Value Engineering Proposals submitted by the Contractor will be processed as expeditiously as possible; however, the County will not be liable for any delay in acting upon proposals submitted. The Contractor may withdraw, wholly or in part, any VEP not accepted by the County within the time specified in Subsection 104.08.B.5.

D. Acceptance

The decision of the Lumpkin County Public Works Department as to the acceptance or rejection of a VEP shall be final and shall not be subject to the provisions of Subsection 105.13, "Claims for Adjustments and Disputes."

The Lumpkin County Public Works Department may accept, in whole or in part, before work has been completed, any VEP submitted pursuant to this Subsection and not withdrawn by the Contractor by giving the Contractor written notice thereof reciting acceptance under this Subsection.

E. Notification

The Contractor will be notified in writing of the County's decision or rejection of each VEP submitted under these provisions. If a proposal is accepted, the necessary Contract modifications will be affected by execution of a Supplemental Agreement. Unless and until a VEP is affected by such Supplemental Agreement, the Contractor shall remain obligated to perform The Work in accordance with the terms of the existing Contract.

Supplemental Agreements made as a result of this Subsection will state that they are made pursuant to it.

F. Sharing

In the event a VEP submitted by the Contractor under this Subsection is accepted, the Supplemental Agreement effecting the necessary modifications will establish the net savings agreed upon and will provide for an adjustment in Contract Prices that will divide the net savings between the Contractor and the County in accordance with the following provisions:

1. Division of net savings in Contract Price Adjustment:
 - 50 percent of the net savings to the Contractor.
 - 50 percent of the net savings to the County.
2. The County reserves the right to include in the agreement any conditions it deems appropriate for consideration, approval, and implementation of the VEP. The Contractor's 50 percent of the net savings shall constitute the full compensation for effecting all changes pursuant to the agreement.

Development costs incurred by the Contractor and review costs incurred by the County shall not be considered in computing the net savings of the VEP.

Restrictions and Disclosures: Upon acceptance and implementation of any VEP, any restrictions imposed by the Contractor on its use or disclosure of the information submitted shall be void.

The County shall thereafter have the right to use, duplicate, and disclose, in whole or in any part, all data necessary in the utilization of the proposal.

SECTION 107 – LEGAL REGULATIONS AND RESPONSIBILITY TO THE PUBLIC

Delete Subsection 107.23 and Substitute the following:

107.23 Environmental Considerations

A. Construction

Erosion control measures shall be installed, to the greatest practical extent, prior to clearing and grubbing. Particular care shall be exercised along stream buffers, wetlands, open waters and other sensitive areas to ensure that these areas are not adversely affected.

Construction equipment shall not cross streams, rivers, or other waterways except at temporary stream crossing structures approved by the Lumpkin County Public Works Department.

Construction activities within wetland areas are prohibited except for those within the construction limits as shown on the Plans and as specified in Subsection 107.23.E.

All sediment control devices (except sediment basins) installed on a project shall, as a minimum, be cleaned of sediment when one half the capacity, by height, depth or volume, has been reached. Sediment basins shall be cleaned of sediment when one-third the capacity by volume has been reached.

B. Control of Pollutants

Pollutants or potentially hazardous materials, such as fuels, lubricants, lead paint, chemicals or batteries, shall be transported, stored, and used in a manner to prevent leakage or spillage into the environment. The Contractor shall also be responsible for proper and legal disposal of all such materials.

Equipment, especially concrete or asphalt trucks, shall not be washed or cleaned-out on the Project except in areas where unused product contaminants can be prevented from entering waterways.

C. Temporary Work in Wetlands Outside of the Construction Limits within the Right-of-Way and Easement Areas

Temporary work in wetlands (that are not delineated with orange barrier fence) will be subject to the following requirements:

1. Temporary work in wetlands shall be accomplished by using temporary structures, timber, concrete, soil with geotextile fabric, or other suitable matting. The area shall not be grubbed.
2. Soil matting shall be protected from erosion in accordance with the Specifications.
3. Whenever temporary work is required in Saltwater Marsh Wetlands, all temporary structures and/or matting shall be removed in their entirety prior to Final Acceptance of the Project. Matted and compressed soils shall be backfilled to their original ground elevation with material meeting the requirements of Section 212 – Granular Embankment.
4. Whenever temporary work is required in Freshwater Wetlands, all temporary structures and/or matting (exclusive of soil matting to be retained in the final roadway section) shall be removed in their entirety prior to Final Acceptance of the Project.

Once the temporary materials have been removed, the area shall be covered by Excelsior or Straw blankets according to Section 713 of the Specifications. The grassing and ground preparation referenced in Subsection 713.3.03. "Preparation", will not be applicable to this Work.

5. The Lumpkin County Public Works Department shall be notified so that a field inspection may be conducted to certify that the temporary materials were properly removed and that the area was properly restored. The Contractor shall be responsible for any corrective action required to complete this Work.
6. There will be no separate measurement or payment for this Work. The cost associated with this work shall be included in the overall Bid submitted.

D. Environmentally Sensitive Areas

Some archaeological sites, historic sites, wetlands, streams, open waters and protected animal and plant species habitats within the Right-of-Way and easement areas may be designated as ENVIRONMENTALLY SENSITIVE AREAs (ESAs). These areas are shown on the Plan sheets and labeled "ESA" (e.g. ESA-Historical Boundary, ESA-Wetland Boundary). The Contractor shall install orange barrier fence as delineated in the Plans.

The Contractor shall not perform any construction related activities within areas delineated in the Plans with orange barrier fence, unless specifically stated otherwise in the Plans. This includes but is not limited to construction activities such as clearing and grubbing, borrowing, wasting, grading, filling, staging, parking, sediment basins, and equipment storage. Also, all archaeological sites, historic sites, wetlands, streams and protected habitats beyond the Right-of-Way and easement areas are deemed to be ENVIRONMENTALLY SENSITIVE AREAS and shall not be disturbed in any way.

The orange barrier fence shall remain in place until such time the Lumpkin County Public Works Department directs the fence to be removed. The cost of this work shall be included in the Bid price submitted for barrier fence which will be paid for in accordance with Specification 643.

SECTION 108 – PROSECUTION AND PROGRESS

Delete the fifth paragraph from Subsection 108.01 and substitute the following:

No Subcontracts, or transfers of Contract, shall in any case release the Prime Contractor of his/her liability under the Contract and Bonds. No Subcontractor shall commence work in advance of the written approval of the Subcontract by the County. Except for certain items exempted by the governing authority of Lumpkin County, each Subcontractor shall be prequalified or registered with the Department of Transportation. Each Subcontract for a Registered Subcontractor shall not exceed \$1,000,000.00 and Subcontracts for Prequalified Contractors shall not exceed their current capacity. Prequalified or Registered Subcontractors shall be qualified or registered with the Department in accordance with Chapter 672-5 of the Rules and Regulations Governing the Prequalification of Prospective Bidders adopted by the State Transportation Board.

SECTION 108 – PROSECUTION AND PROGRESS (Contractor Performs 70% of Work)

Delete paragraphs one through four of Subsection 108.01 and substitute the following:

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or Contracts, or any portion thereof, or of his/her right, title, or interest therein, without written consent of the Lumpkin County Public Works Department. For Subcontracts, consent of the Lumpkin County Public Works Department will not be considered until after award of the Contract.

Incase such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform, with his/her own organization, work amounting to not less than seventy percent (70%) of the total Contract cost, including materials, equipment, and labor.

As a further exception, any items designated as "Specialty Items" may be performed by Subcontract and the cost of any such Specialty Items so performed by Subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization.

Purchase of materials by the Prime Contractor for use by a Subcontractor will not be allowed when computing the 70% requirement.

SECTION 108 – PROSECUTION AND PROGRESS

Retain Subsection 108.03 except as modified below:

For this project, the Progress Schedule required by Subsection 108.03 need not be submitted.

Delete subsection 108.08 in its entirety and substitute the following:

108.08 Failure or Delay in Completing Work on Time

Time is an essential element of the Contract, and any delay in the prosecution of The Work may inconvenience the public, obstruct traffic, or interfere with business. In addition to the aforementioned inconveniences, any delay in completion of The Work will always increase the cost of engineering. For this reason, it is important that The Work be pressed vigorously to completion. Should the Contractor or, in case of default, the Surety fail to complete The Work within the time stipulated in the Contract or within such extra time that may be allowed, charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

Schedule of Deductions for Each Day of Overrun in Contract Time		
Original Contract Amount		Daily Charges
From More Than	To and Including	Calendar Day, Completion Date or Available
\$0	\$500,000	\$84
\$500,00	\$1,000,000	\$151
\$1,000,000	\$2,000,000	\$247
\$2,000,000	\$5,000,000	\$391
\$5,000,000	\$10,000,000	\$713
\$10,000,000	\$20,000,000	\$1191
\$20,000,000	\$40,000,000	\$1869
\$40,000,000	—	\$5089

For each Calendar Day or Available Day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the Work required by the Contract, the sum specified in the Contract will be deducted from any money due the Contractor, not as a penalty, but as liquidated damages; provided however, that due account shall be taken of any adjustment of the contract time for completion of the work granted under the provisions of Subsection 108.07.E.

The County may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.

A. Liquidated Damages

The amount of such charges is hereby agreed upon as fixed liquidated damages due the County after the expiration of the time for completion specified in the Contract. The Contractor and his Surety shall be liable for liquidated damages in excess of the amount due the Contractor on the final payment.

These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due the uncertainty and impossibility of making a determination as to the actual and consequential damages which are incurred by the County as a result of the failure on the part of the Contractor to complete The Work on time.

1. Deduction from Partial Payments: Liquidated damages, as they accrue, will be deducted from periodic partial payments.
2. Deduction from Final Payment: The full amount of liquidated damages will be deducted from final payment to the Contractor and/or his Surety.
3. No Liquidated Damages Charged for Delay by the County: In case of default of the Contract and the subsequent completion of The Work by the County as hereinafter provided, the Contractor and his Surety shall be liable for the liquidated damages under the Contract, but no liquidated damages shall be chargeable for any delay in the final completion of The Work due to any unreasonable action, negligence, omission, or delay of the County. In any suit for the collection of or involving the assessment of liquidated damages, the reasonableness of the amount shall be presumed. The 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.

B. No Waiver of Lumpkin County Rights

Permitting the Contractor to continue and finish The Work or any part of it after the expiration of the time allowed for completion or after any extension of time, shall not operate as a waiver of the rights of the County under the Contract.

SECTION 109 – MEASUREMENT AND PAYMENT

THE CONTRACTOR WILL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES TO COMPLETE THIS PROJECT AND IT WILL BE PAID FOR ON A LUMP SUM BASIS FOR GRADING COMPLETE.

109.1 Measurement and Quantities

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made along the surface, and no deductions will be made for individual fixtures having an area of 9 ft² (1m²) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the Plans or ordered in writing by the Lumpkin County Public Works Department.

Where payment is to be made by the square yard (square meter) for a specified thickness, the length will be measured on the surface along the centerline and the pay width shall be that width specified on the plans for the Final surface of the completed section. Intermediate courses shall be placed at a width sufficient to support successive courses with no detriment to the stability of the successive courses. The width of material required beyond the pay width will not be eligible for payment and shall be considered incidental to the work.

Structures will be measured according to neat lines shown on the Plans or as altered to fit field conditions.

All items which are measured by the linear foot (linear meter), such as pipe culverts, guard rail, underdrains, etc., will be measured parallel to the base or foundation upon which such structures are placed, unless otherwise shown on the Plans.

In computing volumes of excavation, the average end area method or other acceptable methods will be used. The term "gage," when used in connection with the measurement of steel plates, will mean the U.S. Standard Gage. When the term "gage" refers to the measurement of electrical wire it will mean the wire gage specified in the National Electrical Code.

The term "ton" will mean the short ton consisting of 2,000 pounds avoirdupois. The term "mega gram" will mean one metric ton, equivalent to 1,000 kg. Any commodity paid for by weight shall be weighed on scales that have been

approved as specified below and which are furnished at the expense of the Contractor or Supplier. Weighing and measuring systems including remote controls shall be subject to type-approval by the Department of Transportation. The manufacture, installation, performance, and operation of such devices located in Georgia shall conform to, and be governed by, the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act, the

Georgia Weights and Measures Regulations, as amended and adopted, the current edition of the National Bureau of Standards Handbook 44, and these Specifications. Weighing and measuring systems located outside Georgia which are utilized for weighing materials to be used in County work shall be manufactured, installed, approved, and operated in accordance with applicable laws and regulations for the state in which the scales are located.

All weighing, measuring, and metering devices used to measure quantities for payment shall be suitable for the purpose intended and will be considered to be "commercial devices." Commodity scales located in Georgia shall be certified before use for accuracy, condition, etc., by the Weights and Measures Division of the Georgia Department of Agriculture, its authorized representative, or the Georgia Department of Transportation Office of Materials and Research. Scales located outside Georgia shall be certified in accordance with applicable laws and regulations for the state in which the scales are located. The Georgia Department of Transportation Office of Materials and Research may certify the scales. This certification shall have been made within a period of not more than one year prior to date of use for weighing commodity.

All equipment and all mechanisms and devices attached thereto or used in connection therewith shall be constructed, assembled, and installed for use so that they do not facilitate the perpetration of fraud. Any scale component or mechanism, which if manipulated would alter true scale values (including manual zero setting mechanisms) shall not be accessible to the scale operator. Such components and mechanisms that would otherwise be accessible to the scale operator shall be enclosed.

Provisions shall be made for security seals where appropriate on equipment and accessories. A security seal shall be affixed to any adjustment mechanism designed to be sealed. Scale or accessory devices shall not be used if security seals have been broken or removed.

Any certified scale or scale component which has been repaired, dismantled, or moved to another location shall again be tested and certified before it is eligible for weighing.

Whenever materials that are paid for based on weight are from a source within the State, the scales shall be operated by and the weights attested to by signature and seal of a duly authorized Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. When such materials originate from another state that has a certified or licensed weigher program, the scales shall be operated by a weigher who is certified by that state in accordance with applicable laws, and weight ticket recordation shall be in accordance with Standard Operating Procedure 15.

When materials are paid for based on weight and originate from another state which has no program for certifying or licensing weighers, the materials shall be weighed on scales located in the State of Georgia by a Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted.

No scale shall be used to measure weights greater than the scale manufacturer's rated capacity. A digital recorder shall be installed as part of any commodity scale. The recorder shall produce a printed digital record on a ticket with the gross, tare, and net weights of the delivery trucks, along with the date and time printed for each ticket. Provisions shall be made so that the scales or recorders may not be manually manipulated during the printing process. The system shall be so interlocked as to allow printing only when the scale has come to rest. Either the gross or net weight shall be a direct scale reading. Printing and recording systems that are capable of accepting keyboard entries shall clearly and automatically differentiate a direct scale weight value from any other weight values printed on the load ticket.

All scales used to determine pay quantities shall be provided to attain a zero balance indication with no load on the load receiving element by the use of semi-automatic zero (push-button zero) or automatic zero maintenance.

Vehicle scales shall have a platform of sufficient size to accommodate the entire length of any vehicle weighed and shall have sufficient capacity to weigh the largest load. Adequate drainage shall be provided to prevent saturation of the ground under the scale foundation.

The Lumpkin County Public Works Department, at his discretion, may require the platform scales to be checked for accuracy. For this purpose the Contractor shall load a truck with material of his choosing, weigh the loaded truck on his scales, and then weigh it on another set of certified vehicle scales. When the difference exceeds 0.4 percent of load, the scales shall be corrected and certified by a registered scale serviceman registered in the appropriate class as outlined in the Georgia Weights and Measures Regulations or in accordance with applicable requirements of the state in which the scales are located. A test report shall be submitted to the appropriate representative of the Department of Agriculture.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable to the Lumpkin County Public Works Department, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to their water level capacity as determined by the Lumpkin County Public Works Department, provided that the body is of such shape that the actual contents may be readily and accurately determined.

Cement and lime will be measured by the ton (megagram). Whenever cement or lime is delivered to the Project in tank trucks, a certified weight shall be made at the shipping point by an authorized Certified Public Weigher who is not an employee of the County. Whenever cement and lime are from a source within the State, the scales shall be operated by the weights attested to by signature and seal of a duly authorized Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted. When such materials originate from another state that has a certified or licensed weigher program, the scales shall be operated by a weigher who is certified by that state in accordance with applicable laws, and the weight ticket recordation shall be in accordance with Standard Operating Procedure 15. When cement and lime originate from another state that has no program for certifying or licensing weighers, the materials shall be weighed on scales located in the State of Georgia by a Certified Public Weigher in accordance with Standard Operating Procedure 15 and the Official Code of Georgia, Annotated, Section 10-2-5 of the Georgia Weights and Measures Act as amended and adopted.

The shipping invoice shall contain the certified weights and the signature and seal of the Certified Public Weigher. A security seal shall also be affixed to the discharge pipe cap on the tank truck before leaving the shipping point. The number on the security seal shall also be recorded on the shipping invoice. The shipping invoice for quicklime shall also contain a certified lime purity percentage. Unsealed tank trucks will require reweighing by a Certified Public Weigher.

Timber will be measured by the thousand feet board measure (MFBM) (cubic meter) actually incorporated in the structure. Measurements will be based on nominal widths and thickness and the actual length in place. No additional measurement will be made for splices except as noted for overlaps as shown on the Plans.

The term "Lump Sum" when used as an item of payment will mean complete payment for the Work described in the Contract.

When a complete structure or structural unit (in effect, "Lump Sum" work) is specified as the unit of the measurement, the unit will be construed to include all necessary fittings and accessories.

Rental of equipment will be measured as defined in Subsection 109.05.B.4.

When standard manufactured items are specified as fence, wire, plates, rolled shapes, pipe conduits, etc., and these items are identified by gage, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerance in cited Specifications, manufacturing tolerances established by the industries involved will be accepted.

109.2 Scope of Payment

The Contractor shall receive and accept the compensation provided for in the Contract as full payment for furnishing all materials, labor, tools, equipment, superintendence and incidentals, and for performing all work contemplated and embraced under the Contract in a complete and acceptable manner, for any infringement of patent, trademark or copyright, for all loss or damage arising from the nature of The Work, or from the action of the elements, for all expenses incurred by or in consequence of the suspension or discontinuance of The Work, or from any unforeseen

difficulties which may be encountered during the prosecution of The Work and for all risks of every description connected with the prosecution of The Work until its Final Acceptance by the Lumpkin County Public Works Department, except as provided in Subsection 107.16.

The payment of any partial estimate prior to Final Acceptance of the Project as provided in Subsection 105.16 shall in no way affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damages due to such defects.

109.3 Payment and Compensation for Altered Quantities

When alteration in Plans or quantities of work not requiring Supplemental Agreements as herein before provided for are ordered and performed, the Contractor shall accept payment in full at the Contract Unit Bid Prices for the actual quantities of work done, and no allowance will be made for increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly from such alterations, or indirectly from unbalanced allocation among the Contract Items of overhead expense on the part of the Bidder and subsequent loss of expected reimbursement therefore, or from any other cause.

Compensation for alterations in Plans or quantities of work requiring Supplemental Agreements shall be as stipulated in such agreement, except that when the Contractor proceeds with the Work without change of price being agreed upon, he shall be paid for such increased or decreased quantities at the Contract Unit Prices Bid in the Proposal for the Items of the Work.

109.4 Extra Work

Extra work, as defined in Subsection 101.27, when ordered in accordance with Subsection 104.04, will be authorized in writing by the Lumpkin County Public Works Department. The authorization will be in the form of a Supplemental Agreement or a Force Account.

A. Supplemental Agreement

In the case of a Supplemental Agreement, the work to be done will be stipulated and agreed upon by both parties prior to any extra work being performed.

Payment based on Supplemental Agreements shall constitute full payment and settlement of all additional costs and expenses including delay and impact damages caused by, arising from or associated with The Work performed.

B. Force Account

When no agreement is reached for Extra Work to be done at Lump Sum or Unit Prices, such work may be authorized by the Department to be done on a Force Account basis. A Force Account estimate that identifies all anticipated costs shall be prepared by the Contractor on forms provided by the Lumpkin County Public Works Department. Work shall not begin until the Force Account is approved. Payment for Force Account work will be in accordance with the following:

1. **Labor:** For all labor, equipment operators and supervisors, excluding superintendents, in direct charge of these specific operations, the Contractor shall receive the rate of wage agreed upon in writing before beginning work for each and every hour that said labor, equipment operators and supervisors are actually engaged in such work.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits, or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on The Work.

An amount equal to 15% of the sum of the above items will also be paid the Contractor.

2. **Bond, Insurance, and Tax:** For property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security taxes on the Force Account work, the Contractor shall receive the actual cost, to which cost no percentage will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance, and tax.
3. **Materials:** For materials accepted by the Lumpkin County Public Works Department and used, the Contractor shall receive the actual cost of such material incorporated into The Work, including Contractor paid transportation charges (exclusive of machinery rentals as hereinafter set forth), to which cost 10% will be added.
4. **Equipment:** For any machinery or special equipment (other than small tools) including fuel and lubricant, plus transportation costs, the use of which has been authorized by the Lumpkin County Public Works Department, the Contractor shall receive the rental rates indicated below for the actual time that such equipment is in operation on The Work or the time, as indicated below, the equipment is directed to stand by.

Equipment rates shall be based on the latest edition of the *Rental Rate Blue Book for Construction Equipment* or *Rental Rate Blue Book for Older Construction Equipment*, whichever applies, as published by Equipment Watch using all instructions and adjustments contained therein and as modified below.

Allowable Equipment Rates shall be established as defined below:

- Allowable Hourly Equipment Rate= $\text{Monthly Rate}/176 \times \text{Adjustment Factors}$.
- Allowable Hourly Operating Cost= Hourly Operating Cost.
- Allowable Rate per Hour= Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.
- Standby Rate= Allowable Hourly Equipment Rate x 35%

NOTE: The monthly rate is the basic machine plus any attachments.

Standby rates shall apply when equipment is not in operation and is directed by the Lumpkin County Public Works Department to standby for later use. In general, Standby rates shall apply when equipment is not in use, but will be needed again to complete The Work and the cost of moving the equipment will exceed the accumulated standby cost. Payment for standby time will not be made on any day the equipment operates for 8 or more hours. For equipment accumulating less than 8 hours operating time on any normal workday, standby payment will be limited to only that number of hours which, when added to the operating time for that day equals 8 hours. Standby payment will not be made on days that are not normally considered workdays.

The County will not approve any rates in excess of the rates as outlined above unless such excess rates are supported by an acceptable breakdown of cost.

Payable time periods will not include:

- Time elapsed while equipment is broken down
- Time spent in repairing equipment, or
- Time elapsed after the Lumpkin County Public Works Department has advised the Contractor the equipment is no longer needed

If a piece of equipment is needed which is not included in the above *Blue Book* rental rates, reasonable rates shall be agreed upon in writing before the equipment is used. All equipment charges by persons or firms other than the Contractor shall be supported by invoices.

Transportation charges for each piece of equipment to and from the site of the Work will be paid provided:

- The equipment is obtained from the nearest approved source
- The return charges do not exceed the delivery charges
- Haul rates do not exceed the established rates of licensed haulers, and
- Such charges are restricted to those units of equipment not already available and not on or near the Project

No additional compensation will be made for equipment repair.

- 5. Miscellaneous:** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- 6. Compensation:** The Contractor's representative and The Lumpkin County Public Works Department shall compare records and agree on the cost of work done as ordered on a Force Account basis at the end of each day on forms provided by the County.
- 7. Subcontract Force Account Work:** For work performed by an approved Subcontractor or Second-tier Subcontractor, all provisions of this Section (109.05) that apply to the Prime Contractor in respect to labor, materials and equipment shall govern. The prime Contractor shall coordinate the work of his Subcontractor. The prime Contractor will be allowed an amount to cover administrative cost equal to 5% of the Subcontractor's amount earned but not to exceed \$5,000.00 per Subcontractor. Markup for Second-tier Subcontract work will not be allowed.

Should it become necessary for the Contractor or Subcontractor to hire a firm to perform a specialized type of work or service which the prime Contractor or Subcontractor is not qualified to perform, payment will be made at reasonable invoice cost. To each invoice cost a markup to cover administrative cost equal to 5% of the total invoice but not to exceed \$5,000.00 will be allowed the Contractor or Subcontractor but not both.
- 8. Statements:** No payment will be made for work performed on a Force Account basis until the Contractor has furnished the Lumpkin County Public Works Department with duplicate itemized statements of the cost of such Force Account work detailed as follows:
 - a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer, equipment operator, and supervisor, excluding superintendents.

- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices, and extensions.
- d. Transportation of materials.
- e. Cost of property damage, liability, and worker's compensation insurance premiums, unemployment insurance contributions, and Social Security tax.

Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the Force Account work are not purchased specifically for such work but are taken from the Contractor's stock, then, in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from his stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Payment based on Force Account records shall constitute full payment and settlement of all additional costs and expenses including delay and impact damages caused by, arising from or associated with The Work performed.

109.5 Eliminated Items

Should any Items contained in the Proposal be found unnecessary for the proper completion of The Work, the Lumpkin County Public Works Department may, upon written order to the Contractor, eliminate such Items from the Contract, and such action shall in no way invalidate the Contract? When a Contractor is notified of the elimination of Items, he will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notifications.

109.6 Partial Payments

A. General

At the end of each calendar month, the total value of Items complete in place will be estimated by the Lumpkin County Public Works Department and certified for payment. Such estimate is approximate only and may not necessarily be based on detailed measurements. Value will be computed on the basis of Contract Item Unit Prices or on percentage of completion of Lump Sum Items.

When so requested by the Contractor and approved by the Lumpkin County Public Works Department, Gross Earnings of \$500,000.00 or more for work completed within the first 15 days of any month will be certified for payment on a semi-monthly basis subject to the conditions and provisions of Subsection 109.07.A, Subsection 109.07.B.6, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.E, and Subsection 1109.07.F.

B. Materials Allowance

Payments will be made on delivered costs, or percentage of bid price if otherwise noted, with copies of paid invoices provided to the County for the materials listed below which are to be incorporated into the Project provided the materials:

- Conform to all Specification requirements.
- Are stored on the Project Right-of-Way or, upon written request by the Contractor and written approval of the Lumpkin County Public Works Department, they may be stored off the Right-of-Way, but local to the Project, provided such storage is necessary due to lack of storage area on the Right-of-Way, need for security, or need for protection from weather.

As a further exception to on-Project storage, upon written request by the Contractor, the Lumpkin County Public Works Department may approve off-the-Project storage items uniquely fabricated or precast for a specific Project, such as structural steel and precast concrete, which will be properly marked with the Project number and stored at the fabrication or precast facility.

The Lumpkin County Public Works Department may approve out-of-state storage for structural steel and prestressed concrete beams uniquely fabricated for a specific Project stored at the fabrication facility.

1. Paid invoices should accompany the materials allowance request, but in no case be submitted to the Lumpkin County Public Works Department later than 30 calendar days following the date of the progress payment report on which the materials allowance was paid.
In case such paid invoices are not furnished within the established time; the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for that item on that Project.
2. Materials allowances will be paid for those items which are not readily available, and which can be easily identified and secured for a specific project and for which lengthy stockpiling periods would not be detrimental. Some exclusions are as follows:
 - a. No payments will be made on living or perishable plant materials until planted.
 - b. No payments will be made on Portland cement, Liquid Asphalt, or Grassing Materials.
 - c. No payment will be made for aggregate stockpiled in a quarry. Payment for stockpiled aggregate will be made only if the aggregate is stockpiled on or in the immediate vicinity of the project and is held for the exclusive use on that project. The aggregate must be properly secured. If the aggregate stockpiled is to be paid for per-ton (megagram) it must be reweighed on approved scales at the time it is incorporated into the Project.
 - d. No payments will be made on minor material items, hardware, etc.
3. No materials allowance will be made for materials when it is anticipated that those materials will be incorporated into the Work within 30 calendar days.
4. No materials allowance will be made for a material when the requested allowance for such material is less than \$50,000.
5. Where a storage area is used for more than one project, material for each project shall be segregated from material for other projects, identified, and secured. Adequate access for auditing shall be provided. All units shall be stored in a manner so that they are clearly visible for counting and/or inspection of the individual units.
6. The County Manager may, at his discretion, grant waiver to the requirements of this Section when, in his opinion, such waiver would be in the public interest.
Subsequently, in the event the material is not on-hand and in the quantities for which the materials allowance was granted, the materials allowance payment will be removed from the next progress statement and no further materials allowance will be made for those items on that Project. If sufficient earnings are not available on the next progress statement, the Contractor agrees to allow the County to recover the monies from any other Contract he may have with the County, or to otherwise reimburse the County.
Payments for materials on hand shall not exceed the invoice price or 75 percent of the bid prices for the pay items into which the materials are to be incorporated, whichever is less.

C. Minimum Payment

No partial payment will be made unless the amount of payment is at least \$1000.00.

D. Liquidated Damages

Accrued liquidated damages will be deducted in accordance with Subsection 108.08.

E. Other Deductions

In addition to the deductions provided for above, the County has the right to withhold any payments due the Contractor for items unpaid by the Contractor for which the County is directly responsible, including, but not limited to, royalties (see Section 106).

F. Amount of Payment

The balance remaining after all deductions provided for herein have been made will be paid to the Contractor. Partial estimates are approximate and are subject to correction on subsequent progress statements. If sufficient earnings are not available on the subsequent progress statement, the Contractor agrees to allow the County to recover the monies from any other Contract he may have with the County, or to otherwise reimburse the County. The Lumpkin County Public Works Department is responsible for computing the amounts of all deductions herein specified, for determining the progress of the Work and for the items and amounts due to the Contractor during the progress of the Work and for the final statement when all Work has been completed.

G. Interest

Under no circumstances will any interest accrue or be payable on any sums withheld or deducted by the Department as authorized by Subsection 109.07.A, Subsection 109.07.B.6, Subsection 109.07.C, Subsection 109.07.D, Subsection 109.07.E, and Subsection 109.07.F.

H. Insert the Following in Each Subcontract

The Contractor shall insert the following in each Subcontract entered into for work under this Contract:

"The Contractor shall not withhold any retainage on Subcontractors. The Contractor shall pay the Subcontractor 100% percent of the gross value of the Completed Work by the Subcontractor as indicated by the current estimate certified by the Lumpkin County Public Works Department for payment."

Neither the inclusion of this Specification in the Contract between the County and the Prime Contractor nor the inclusion of the provisions of this Specification in any Contract between the Prime Contractor and any of his Subcontractors nor any other Specification or Provision in the Contract between the County and the Prime Contractor shall create, or be deemed to create, any relationship, contractual or otherwise, between the County and any Subcontractor.

109.7 Final Payment

When Final Inspection and Final Acceptance have been made by the Lumpkin County Public Works Department, final payment will be made. Final Payment will be for all work placed and completed in a satisfactory manner minus any previous payments.

A. Termination of County's Liability

Final payment will be in the amount determined by the statement as due and unpaid. The acceptance of the final payment shall operate as and be a release to the County from all claims of liability under this contract and for any act or neglect of the County.

109.8 Termination Clause

A. General

The County may, by written notice, terminate the Contract or a portion thereof for the County's convenience when the County determines that the termination is in their best interest, or when the Contractor is prevented from proceeding with the Contract as a direct result of one of the following conditions:

1. An Executive Order of the President of the United States with respect to the prosecution of war or in the interest of national defense.
2. The Lumpkin County Public Works Department and Contractor each make a determination, that, due to a shortage of critical materials required to complete the Work which is caused by allocation of these materials to work of a higher priority by the Federal Government or any agency thereof, it will be impossible to obtain these materials within a practical time limit and that it would be in the public interest to discontinue construction.
3. An injunction is imposed by a court of competent jurisdiction which stops the Contractor from proceeding with the Work and causes a delay of such duration that it is in the public interest to terminate the Contract and the Contractor was not at fault in creating the condition which led to the court's injunction.

The decision of the Lumpkin County Public Works Department as to what is in the public interest and as to the Contractor's fault, for the purpose of Termination, shall be final.

4. Orders from duly constituted authority relating to energy conservation.

B. Implementation

When, under any of the conditions set out in Subsection A of this Section, the Contract, or any portion thereof, is terminated before completion of all Items of Work in the Contract, the Contractor shall be eligible to receive some or all of the following items of payment:

1. For the actual number of units of items of Work completed, payment will be made at the Contract Unit Price.
2. Reimbursement for organization of the Work and moving equipment to and from the job will be considered where the volume of work completed is too small to compensate the Contractor for these expenses under the Contract Unit Prices. However, the Engineer's decision as whether or not to reimburse for organization of the Work and moving equipment to and from the job, and in what amount, shall be final.
3. Acceptable materials, obtained by the Contractor for the Work, that have been inspected, tested, and accepted by the Lumpkin County Public Works Department, and that are not incorporated in the Work will, at the request of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Lumpkin County Public Works Department. This will include any materials that have been delivered to the project site or that have been specifically fabricated for the project and are not readily usable on other projects. It will not include materials that may have been ordered, but not delivered to the project site and that are readily usable on other projects (e.g., guard rail, stone, lumber, etc.).
4. For Items of Work-partially completed; payment adjustments including payments to afford the Contractor a reasonable profit on work performed, may be made as determined by the Lumpkin County Public Works Department based upon a consideration of costs actually incurred by the Contractor in attempting to perform the Contract.
5. No payment will be made, and the County will have no liability, for lost profits on Work not performed. In particular, the County will not be liable to the Contractor for all profits the Contractor expected to realize had the Project been completed, nor for any loss of business opportunities, nor for any other consequential damages.
6. In order that the County may make a determination of what sums are payable hereunder, the Contractor

agrees that, upon termination of the Contract, it will make all of its books and records available for inspection and auditing by the County.

To be eligible for payment, costs must have been actually incurred, and must have been recorded and accounted for according to generally accepted accounting principles, and must be items properly payable under County policies. Where actual equipment costs cannot be established by the auditors, payment for unreimbursed equipment costs will be made in the same manner as is provided in Subsection 109.05 for Force Account Work. Idle time for equipment shall be reimbursed at standby rates. In no case will the Contractor be reimbursed for idle equipment after the Lumpkin County Public Works Department has advised the Contractor the equipment is no longer needed on the job. Refusal of the Contractor to allow the County to inspect and audit all of the Contractor's books and records shall conclusively establish that the County has no liability to the Contractor for any payment under this provision, and shall constitute a waiver by the Contractor of any claim for damages allegedly caused by breach or termination of the Contract. The amount payable under this provision, if any, is to be determined by the Lumpkin County Public Works Department, whose determination will be final and binding.

7. The sums payable under this Subsection shall be the Contractor's sole and exclusive remedy for termination of the Contract.

C. Termination of a Contract

Termination of a Contract or a portion thereof shall not relieve the Contractor of his responsibilities for any completed portion of the Work, nor shall it relieve his Surety of its obligation for and concerning any just claims arising out of the Work performed.

109.9 Interest

In the event any lawsuit is filed against the County alleging the Contractor is due additional money because of claims or for any breach of contract, the Contractor hereby waives and renounces any right it may have under O.C.G.A. Section 13-6-13 to prejudgment interest. Also, the Contractor agrees that notwithstanding any provision or provisions of Chapter 11 of Title 13 of the Official Code of Georgia that the provisions of this contract control as to when and how the Contractor shall be paid for The Work. Further, the Contractor waives and renounces any and all rights it may have under Chapter 11 of Title 13 of the Official Code of Georgia.

SECTION 149 – CONSTRUCTION LAYOUT

Retain Section 149 except as modified below:

CONTRACTORS RESPONSIBILITY IS TO PROVIDE ALL CONSTRUCTION STAKING, LAYOUT AND FINAL GRADES AS DESIGNATED ON THE PLANS.

SECTION 151-MOBILIZATION

MOBILIZATION ON THIS PROJECT SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR GRADING COMPLETE.

SECTION 161-EROSION CONTROL

EROSION CONTROL ITEMS SHALL BE INSTALLED AT THE BEGINNING OF THE PROJECT AS SHOWN ON THE PLANS. BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AT ALL TIMES AND MAINTENANCE OF ALL ITEMS IS REQUIRED.

PAYMENT WILL BE MADE IN THE LUMP SUM BID PRICE FOR GRADING COMPLETE

SECTION 201-CLEARING AND GRUBBING

CLEARING AND GRUBBING ON THIS PROJECT SHALL BE INCLUDED IN THE LUMP SUM BID PRICE FOR GRADING COMPLETE.

SECTION 210- GRADING COMPLETE GENERAL DESCRIPTION

- 1- EXCAVATING OF ALL MATERIALS INCLUDING DITCHES, UNDESIRABLE MATERIAL (INCLUDING REMOVAL AND REPLACEMENT), AND BORROW (IF REQUIRED)
- 2- HAULING
- 3- FORMING EMBANKMENTS
- 4- CONSTRUCTING SHOULDERS AND SUBGRADES
- 5- FINISHING, DRESSING, AND DISPOSING OF UNDESIRABLE OR SURPLUS MATERIAL.
- 6- CLEARING AND GRUBBING ACCORDING TO SECTION 201 AND 202 UNLESS THESE ITEMS ARE ESTABLISHED AS PAY ITEMS IN THE CONTRACT.
- 7- REMOVING AND DISPOSING OF MISCELLANEOUS ITEMS.
ENSURE THAT THE COMPLETED GRADING WORK CONFORMS TO THE HORIZONTAL AND VERTICAL ALIGNMENT AND TYPICAL CROSS-SECTIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

ALL EXCAVATED MATERIAL FROM THIS PROJECT SHALL BE DUMPED AND SPREAD ON THE EAST SIDE OF THE RUNWAY TO THE ELEVATIONS AND LIMITS ON THE PLANS. ANY EXCESS MATERIAL AFTER COMPLETION OF THE EAST SIDE OF THE RUNWAY SHALL BE HAULED OFF THE PROJECT TO 490 BARLOW ROAD, DAHLONEGA, GA, LUMPKIN COUNTY TRANSFER STATION, WHERE IT SHALL BE DUMPED AND SPREAD AS DIRECTED BY THE ENGINEER.

SECTION 700- SEEDING (REVEGATATION OF DISTURBED AREAS)

ALL DISTURBED AREAS SHALL BE SEEDED AND MULCHED WITH A MIXTURE AND RATE OF SEED FOR THE SEASON AS LISTED IN THE GDOT STANDARD SPECIFICATIONS SECTION 700
PAYMENT WILL BE MADE IN THE LUMP SUM BID PRICE FOR GRADING COMPLETE.