

100 GENERAL PROVISIONS

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104.01 Intent of Contract. The intent of the Contract is to provide for the construction and completion in every detail of the work described. The Contractor shall perform all items of work covered and stipulated in the proposal and perform altered and extra work, furnish all labor, materials, equipment, tools, transportation and supplies required to complete the work in accordance with the plans, specifications and terms of the contract. Should any misunderstanding arise as to the intent or meaning of the plans, specifications, supplemental specifications, special provisions or proposal, or any discrepancy appear, the decision of the Director shall be final and conclusive.

The price for items of work or materials shown on the plans or provided for in the specifications or special provisions for which no separate line item unit price is given shall be distributed among the various bid items. Submission of a bid shall be considered evidence that the Bidder is satisfied with the plans and conditions as shown. No additional compensation will be paid to the Contractor for compliance with the plans, specifications or Special Provisions.

104.02 Alteration of Plans or Character of the Work. The City reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in the details of construction, including alterations in the grade or alignment of the road, bridge, structure, conduit, culvert, sewer or waterline or other work item as may be found to be necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work altered, the same as if it had been a part of the original contract. The Contractor shall insure that coverage provided by the Surety is maintained at the same value as the altered project value.

Unless such alterations and increases or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. In this case, all expenses for increased alterations and increased costs shall be borne solely by the Contractor. No claim shall be made by the Contractor for any loss of anticipated profits because of any such alteration, or by reason of any variation between the approximate quantities and the quantities of

work as done. If, however, the character of the work or the unit costs thereof are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work, or in case no such basis has been previously agreed upon, then an allowance shall be made, either for or against the Contractor, in such amount as the Director may determine to be fair and equitable.

Should the Contractor encounter or the Engineer discover during the progress of the work subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or unknown physical conditions at the site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract the Engineer shall be promptly notified in writing of such conditions before they are disturbed. The Engineer will thereupon promptly cause the investigation of conditions and if they are found to so materially differ and cause an increase or decrease in the cost of, or the time required for performance of the contract, an equitable adjustment will be made.

Latent physical conditions such as abandoned public and private utilities, ancient foundations or other such man-made structures of which the City and the Contractor could not have been aware, or reasonably could not have been aware of at the time of the execution of the Contract, may qualify for adjustment in time of completion and increased cost of construction, all of which must be documented by the Contractor and submitted to the Engineer for approval.

Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraphs will be made in accordance with the provisions of 104.03 and/or 109.03. Any adjustment in contract time because of changes will be made in accordance with the provisions of 108.07.

104.03 Extra Work. The Contractor shall perform unforeseen work, for which there is no price included in the contract, whenever it is deemed necessary or desirable by the Director in order to complete fully the work as contemplated. Such work shall be performed in accordance with the specifications and as directed, and will be paid for as provided under 109.04.

104.04 Contract Modification. When it becomes necessary in the opinion of the Engineer, in the prosecution of any work or improvement under contract, that alterations or modifications are needed in such contract, the same shall only be made upon a written change order approved by the City. No such change order shall be effective until the price to be paid for the work or material, or both, under the altered or modified contract shall have been agreed upon in writing and signed by the Contractor and the Director on behalf of the City.

The Contractor shall have no claim for, nor be entitled to, compensation for any such extra work, alterations or change orders, until the same have been incorporated into appropriate contract modification(s). All modifications must be approved by Columbus

City Council and have an appropriate Auditor's certificate attached to the Contract modification.

104.05 Maintenance of Traffic and Accessibility to Utilities. The Contractor shall at all times provide and maintain access to fire hydrants, water valves, water service boxes, gas valves, gas service boxes, manholes and other similar appurtenances.

When so stated on the Plans or in the Proposal, public traffic shall be maintained during construction. This may be traffic through the project or it may be only cross traffic at intersections. Maintenance of traffic may be required only at certain stages of construction or at all times, if so noted.

At locations on the project where sewer or water line construction only is called for and a part of the existing pavement will remain in place, traffic will be maintained and ingress and egress to all public and private entrances shall be provided.

In the event of the complete closure of any street, alley or private drive, the Contractor shall give written notification to the occupants of all premises affected by such closure as per Section *614.05* of these specifications.

Whenever the Contractor, for any reason, ceases operations on this contract for a period of 15 or more calendar days, the Contractor, if so directed by the Engineer, shall construct a temporary roadway to provide access to the premises affected by project operations. The temporary roadway shall be constructed of cinders, gravel, crushed stone or other acceptable materials and of suitable width and thickness to carry anticipated vehicles, as directed by the Engineer. The temporary road shall be maintained by the Contractor in serviceable condition until such time that the contract work is resumed. The cost of constructing and maintaining temporary roadway shall be borne by the Contractor.

Failure of the Contractor to perform the operations stated in this section when directed by the Engineer, within a reasonable time, will give the City authority to perform the work and bill the cost of same to the Contractor.

All traffic control devices shall be furnished, erected, maintained and removed by the Contractor in accordance with the OMUTCD and paid for in accordance with the provisions of 614, Maintaining Traffic. When the Proposal does not include 614, this work shall be performed but will not be paid for directly, and the cost of this work shall be included in the price bid for various items in the Proposal. The provisions of these items and this section shall not in any way relieve the Contractor of any of his legal responsibilities or liabilities for the safety of the public. The attention of the bidder is directed to the provisions of Item 107.02 and 107.08 of these specifications.

104.06 Right In and Use of Materials Found on the Work Site. The Contractor, with the approval of the Engineer, may use on the project such stone, gravel, sand or other material determined suitable by the Engineer, as may be found in the

excavation. The Contractor will be paid both for the excavation of such materials, at the corresponding contract unit price, and for the pay item for which the excavated material is used. All portions of suitable or unsuitable excavation material removed, which was needed for use in the embankments, backfills, approaches, or otherwise, shall be replaced with other acceptable material, at the expense of the Contractor. No charge for the materials so used will be made against the Contractor. The Contractor shall not excavate or remove any material from within the project location which is not within the grading limits, as indicated by the slope and grade lines, without written authorization from the Engineer.

Unless otherwise provided, the material from any existing old structure may be used temporarily by the Contractor in the erection of the new structure. Such material shall not be cut or otherwise damaged except with the approval of the Engineer.

104.07 Right of Property in Materials. Nothing in the contract shall be considered as vesting in the Contractor any right of property in materials issued, after they shall have been attached or affixed to the work or the soil, but all such materials shall, upon being so attached or affixed, become the property of the City.

104.08 Final Cleaning Up. Before final acceptance, all ground occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment. These areas shall have suitable vegetative cover established by seeding and mulching or sodding as required by Items 659 or 660, cost of which to be included in various items bid, unless a separate bid item is provided in the proposal, and all parts of the work shall be left in an acceptable condition.