SPECIAL CONDITIONS

1.1 GENERAL

These Special Conditions modify and/or supplement the General Conditions. Whenever the General Conditions are referenced in the project documents it is assumed to include the Special Conditions.

1.2 LIQUIDATED DAMAGES

Pursuant to Section 7 of the General Conditions, liquidated damages for failure to complete all bid items and all work called for under the Contract by the time required to complete such work, as specified in Section 3 [Construction Time] of the Agreement, are fixed at One Thousand Dollars ($1,000) for each calendar day until all bid items and all work is fully and finally completed and accepted by the Borough.

1.3 PAYMENTS

(a) Progress Payments. Progress payments will be allowed as provided in Section 45 [Progress Payments] of the General Conditions. The Contractor shall furnish, upon request, such additional data as is necessary for the Engineer to make an estimate of the amount of work completed and of the value of such completed work, including an estimate of the amount and the value of acceptable material to be incorporated in the completed work which has been delivered and properly stored at or near the site or at a location acceptable to the Engineer, accompanied by a Contractor's Request for Payment on the form included in the contract documents. With such additional data required as a base, a partial payment will be made to the Contractor, which partial payment shall be equal to the value of completed work as computed from the Engineer's estimate, plus the value of accepted materials which are in a condition or state of fabrication ready to be incorporated in the completed structure or work, the value of such materials computed in accordance with the specifications and Contract Documents, less amounts as may be deductible or as may be owing and due to the Borough for any cause, and less an amount to be retained in protection of the Borough's interests.

(b) Partial Payments. Partial payments shall not be construed as an acceptance or approval of any part of the work covered thereby, and they shall in no manner relieve the Contractor of responsibility for defective workmanship or material.

The estimates upon which partial payments are based are not represented to be accurate estimates, and all quantities shown therein are subject to correction in the final estimate. If the Contractor uses such estimates as a basis for making payment to subcontractors, he does so at his own risk, and he shall bear all loss that may result.

The making of partial payments under the Contract, either before or after the date

set for completion of the work, shall not operate to invalidate any of the provisions of the Contract or release the surety.

At the time payment is made for any materials which have been stored at or near the site, the ownership of such materials shall be vested in the Borough, and they shall remain in storage until used on the work, however, the Contractor shall have the continuing duty and responsibility to protect all such items and any loss or damage thereto shall be at the cost and expense of, and shall be paid by the Contractor. Such materials shall not be used on other work.

(c) Advances on Materials. For materials delivered and held in storage upon the work (or near the site of the work, if approved by the Engineer), allowances will be made in the partial payments to the Contractor. These allowances shall be in amounts specified in the Contract Documents but shall not exceed one hundred percent (100%) of the net cost to the Contract or of the material f.o.b. the work, and from such allowances there shall be retained the percentages regularly provided for in connection with partial payments.

At the option of the Engineer, no allowance for materials shall be made on any partial payment or estimate unless the total allowable value for all materials on hand is at least one thousand dollars ($1,000) and no allowance shall be made upon any single class of material, the value of which is not at least five hundred dollars ($500). The inventory of materials for which advances are requested shall be kept to a reasonable size as approved by the Engineer. No allowance shall be made upon fuels, supplies, forms, lumber, falsework, or other materials, or on temporary structures of any kind, which will not become an integral part of the finished construction.

As a basis for determining the amount of advances on material, the Contractor shall make available to the Engineer such invoices, freight bills, and other information concerning the materials in question, as the Engineer may request. Should there be reasonable evidence, in the opinion of the Engineer, that the Contractor is not making prompt payment for materials on hand, allowances for material on hand will be omitted from partial payment.

(d) Final Payment. Final estimate and final request for payment shall be made in Section 48 of the General Conditions.

(e) Suspension of Payments. No partial or final payment shall be made as long as any order made by the Engineer to the Contractor in accordance with the specifications or Contract Documents remains un-complied with.

(f) Payments. Payments under the Contract shall be paid in cash (check) by the Borough unless otherwise provided.

1.4 FINAL RELEASE

Before the Borough pays the Contractor the final payment for the work, the

Contractor shall sign and deliver to the Borough a final written release sworn to under oath and duly notarized. The final release shall state that the amount of the final payment will satisfy in full all claims in any way connected with the work which the Contractor has against the Borough and shall be on the form of release included in these Contract Documents.

1.5 CORRECTION OF WORK AFTER FINAL PAYMENT

Neither payment of all or any portion of the contract price, final acceptance, notice of acceptance of construction, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship. Contractor shall remedy any defects due thereto and proceed as provided in Sections 25 and 26 of the General Conditions and as otherwise provided in the Contract.

1.6 FORMS TO BE USED

The following lists of forms are included as part of the Contract Documents and are to be used pursuant to requirements stated herein:

Bid Proposal
Bid Bond (if applicable)
Agreement
Payment Bond
Performance Bond
Request for Payment
Change Order
Statement Concerning Claims
Release, Waiver and Discharge of All Claims and Liens

1.7 ASSIGNMENT

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Borough. In case the Contractor assigns all or any part of the monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for service rendered or materials supplied for the performance of the work called for in this Contract, or to claims of the Borough under the Contract.

1.8 STATUS OF ENGINEER

(a) The Engineer shall act as advisor and consultant to the Borough in engineering matters relating to the Contract.

(b) The Engineer or his representative shall be allowed access to all parts of the work at all times and shall be furnished with every reasonable facility for ascertaining whether or not the Work is in accordance with the requirements and intent of the Contract Documents. Upon the request of the Engineer, the Contractor shall, at any time before Final Acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, the replacing of the coverage or the restoration of the parts removed, shall be paid for as extra work. Should the Work so exposed or examined prove unacceptable, the uncovering or removing, replacing of the covering and the restoration of the parts removed, shall be at the Contractor's expense.

(c) The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

1.9 ADDITIONAL DEFINITIONS

(a) Contract Price shall mean the total monies payable to the Contractor under the terms and conditions of the Contract Documents.

(b) Contract Time shall mean the number of consecutive calendar days stated in the Contract Documents for the completion of the work.

(c) Day shall mean a calendar day of 24 hours beginning at 12:00 midnight.

(d) Equipment Data shall mean manufacturer's catalog sheets, brochures, diagrams, schematic drawings, performance charts and other descriptive data for equipment to be furnished by the Contractor as required and provided in the Contract Documents.

(e) Notice of Award shall mean the written notice of Assembly acceptance of the bid from the Borough to the successful Bidder.

(f) Notice to Proceed shall mean the written communication issued by the Borough to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

(g) Plans shall mean all official drawings or reproductions of drawings made or to be made pertaining to the work provided for in the Contract, or to any structure connected therewith. Plans are used interchangeably with Contract Drawings.

(h) Related Requirements Specified Elsewhere and Related Work Specified Elsewhere General Terms. Items listed under these headings are for convenient cross-reference but the items listed are not exclusive of other Contract requirements and in no way limit the specifications applicable.

(i) Special Conditions shall mean modifications to General Conditions to meet requirements that may be imposed by applicable federal, state and local laws and regulations, and such other Contract conditions as are required for the project.

(j) Words and Phrases. Whenever the words, "as required", "as permitted", or words of like effect are used, it shall be understood that the requirements or approval of the Borough or Engineer is intended. The words, "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary, or proper in the judgment of the Borough and Engineer, except in reference to provisions for safety facilities where the judgment of the State Safety Inspectors or persons in similar authority (other than the Engineer or Borough) shall be intended.

(k) Time Limits. All time limits stated in the Contract documents are of the essence of the Contract.

(l) Work shall mean the work necessary to manufacture and deliver the machinery, equipment and material and/or the furnishing of all labor, tools, material, equipment, construction equipment, working drawings where required, and other necessities for the construction or erection of the structures, facilities or improvements shown and called for in the Contract Documents and the act of constructing or erecting said structures, facilities or improvements complete.

It is specifically stipulated that the Drawings, Specifications, and other Contract Documents do not purport to control the method of performing the work, but only the requirements to the nature of the completed work, the Contractor assuming the entire responsibility for methods of performing and installing the work. Suggestions as to method included in the Contract Documents or given by the Engineer shall be deemed advisory only and the feasibility of such methods or the lack thereof shall not affect the Contractor's liability under this Contract.

1.10 SUPERVISION

(a) The Contractor shall keep on his work during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor. The Contractor shall designate, in writing, who his superintendent is to be.

(b) The Contractor shall give efficient supervision to the work, using his best skill and attention. He shall carefully study and compare all Drawings and Specifications and other instructions, and shall at once report to the Engineer any error, inconsistency, or omissions which he may discover.

1.11 PAYMENT FOR QUALITY CONTROL

(a) The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

1.12 INSURANCE REQUIREMENTS

(a) Builder's All Risk Insurance. In addition to insurance requirements specified elsewhere, the Contractor shall name the Engineer as an insured as his interests may appear in the policy or policies that may be required for Builder's All Risk.

(b) Public Liability Insurance. In addition to insurance requirements specified elsewhere, the Contractor shall take out and maintain, during the life of this Contract, Public Liability Insurance for bodily injury and property damage liability, including without limitation, coverage for explosion, blasting, collapse, and destruction of underground utilities (X.C.U.) and contingent liability, including products and complete operations and blanket contractual liability, as shall protect him and the Owner. The Contractor shall have the owner specifically added as additional named insured's in said policies, all at no cost to the Owner.

The above insurance shall cover the Owner, Contractor, and Subcontractors for claims or damages for bodily injury, including wrongful death, as well as other claims for property damage which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone directly employed by either of them and the Contractor agrees, in addition, to indemnify and save harmless the Owner from all suits, claims, demands, judgments and attorney's fees, expenses or losses occasioned by the performance of this Contract by himself, any Subcontractor, or persons working directly or indirectly for him.

The amount of such insurance shall be as follows: Bodily injury liability insurance in an amount not less than $1,000,000, for injuries including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than $1,000,000 on an account of any one occurrence, $1,000,000 aggregate, and property damage liability insurance in an amount not less than $1,000,000 for each occurrence or equivalent single limit. Alternately, the aforementioned bodily injury and property damage liability insurance furnished under a combined single limit, or an umbrella excess liability limit in an amount of not less than $1,000,000 combined single limit per occurrence, will be acceptable.

1.13 PERMITS AND EASEMENTS

(a) Construction of the Project shall conform to permit conditions of the various local, state and federal agencies. Copies of the following permits are available at the office of the owner and are hereby made a part of the Contract Documents:

1. U.S. Army Corp of Engineer's Permit POA-2009-817.

(b) The Contractor is referred to Section 01545, Protection and Maintenance of

Work and Property, regarding adjacent properties.

1.14 ADDITIONAL REQUIREMENTS

Additional requirements to the General Conditions are contained within the Engineering Specifications. These additional requirements are to be considered in addition to those requirements contained in the General Conditions. The Contractor's attention is called to the following items:

(a) The Contractor shall prepare and update a construction schedule as described, in Section 01220 of the Engineering Specifications.

(b) Shop drawings, project data, and samples shall be required as described in Section 01340 of the Engineering Specifications.

1.15 FLOAT HANDLING PLAN

Contractor shall coordinate with the float fabricator and all transport companies to submit a float handling plan for review and approval by the Engineer prior to handling and transporting of any float units. Plan shall describe all lifting equipment and devices as well as proposed transport configuration of multiple float units.

1.16 INSTALLATION

(a) All float units shall be installed as shown in the Plans and/or to the highest industry standards if not fully shown on the Plans. All float connections are designed to accommodate the required vessel loads only when installed as a complete float system, as shown on the Plans. Damage to the float connection hardware and float structure will occur if floats are installed and left in place without the proper support and support structures around them. The CONTRACTOR shall repair and/or replace, at the OWNER's preference, and at no addition cost to the OWNER, any float unit and/or float components damaged due to improper support during installation.

All piles shall be installed at planned locations, through the pole hoops to assure that the floats move freely along the throughout the entire tidal range or at locations shown for shore tie floats and pile hoops installed during installation of floats. Any pile installed in a manner that caused binding between the pile and pile hoop shall be extracted and re-installed at no additional cost to the Owner. Minimum pile lengths and embedment requirements shall be as specified on the Plans.

(b) Steel anchor piles shall be installed through assembled float unit pile hoops as specified under SECTION 02896 or SECTION 02897– Steel Pipe Piles Installation and as shown on the Plans. Float units shall be secured in true straight alignment prior to pile installations.

(c) Construction methods and products not specifically mentioned in these Contract Documents shall be utilized using reasonable care and the highest

quality construction practices. Final inspection and acceptance of all work and products not specifically mentioned in these Contract Documents shall be made by the ENGINEER. Approval shall be based upon conformance to the Contract Documents, quality of workmanship, applicable industry standards, and pertinent manufacturer's recommendations.

1.17 CONSTRUCTION TIME TABLE

All construction shall be substantially completed no later than 150 days from the date of transfer of the Loring floats from a local Ketchikan barge company to the Contractor.

1.18 BASIS OF AWARD

The Owner shall award one contract to the lowest responsible bidder in accordance with Borough regulations. The Owner reserves the right to reject all bids and waive any irregularities.