

ADDENDUM NO. ONE (1)
CITY OF AUBURN, GEORGIA
PARKS MILL STORMWATER IMPROVEMENTS
ISSUED MARCH 23, 2015

RE: PARKS MILL STORMWATER IMPROVEMENTS
EMI PROJECT No. 14-029

FROM: ENGINEERING MANAGEMENT, INC.
303 SWANSON DRIVE
LAWRENCEVILLE, GA 30043
Ken Peters, P.E.
770-962-1387

TO: PROSPECTIVE BIDDERS

This Addendum forms a part of the Contract Documents and Drawings dated February 2015.

The following is a clarification based on a question received. The bid date has not been changed.

Clarification

1. Section 00495 and Section 00496 are replaced with the City of Auburn Vendor/Contractors Affidavit and Agreement. (See attached for reference).
2. Section 00800, Section 3, Sub-Section 3.5 will be amended as follows (attached):
City of Auburn Insurance – General Insurance and Workers Compensation Requirements
Respondents must submit with their proposal, proof of insurance meeting or exceeding the following requirements:
 - Worker’s Compensation Insurance – Statutory limits and Employer’s Liability Insurance - ***\$1,000,000.***
 - Liability Insurance – of \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits ***with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible.***

The City MUST be added as “additionally insured” prior to commencing work.

3. The W-9 form has been added as a required form requested by the City of Auburn. (See attached for reference).
4. **Is there a bid bond requested on this project? If so can we just use a standard AIA 310 Bid Bond Form?** A bid bond is not required for this project.
5. **How many originals and copies of the bid proposal do you want us to turn in? Are any digital files required to turn in?** One original bid proposal with original signatures is all that is required. No additional copies. No digital files are required for the bid opening.
6. **How will we be notified of addendums?** The addendums will be issued Monday, March 23rd by fax and/or email and a hard copy will also be mailed to the plan holders.

END OF ADDENDUM NO. 1

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VENDOR/CONTRACTORS AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City has registered with and is participating in a federal work authorization program * in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, and will continue to participate in said program for the duration of its Agreement with the City.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Auburn, Georgia, of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City at the time the subcontractor(s) is retained to perform such service.

Name of Project: _____

EEV/E-Verify Number _____

Date of Authorization _____

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent _____

Date _____

Title of Authorized Officer or Agent of Contractor _____

Printed Name of Authorized Officer or Agent _____

Contractor Legal Name _____

Address _____

Sworn to and subscribed before me

This _____ day of _____, 20_____

Notary Public _____

My commission expires: _____

*Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV 1 Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
	Employer identification number				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the Instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3678).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(v)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SECTION 00800

SUPPLEMENTARY GENERAL PROVISIONS

SECTION 1 - GENERAL

1.1 SUPPLEMENTS

The supplements contained in these Supplementary General Provisions modify, change, delete from, or add to the General Conditions of these CONTRACT DOCUMENTS. Where any article, paragraph, subparagraph, or clause is modified by these supplements, the unaltered provisions of that article, paragraph, subparagraph, or clause shall remain in effect. Reference made in the General Conditions to Supplemental General Conditions or Special Conditions refer to these Supplementary General Provisions.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

1.2 GENERAL CONDITIONS

The General Conditions are general in scope and may refer to conditions not encountered on the work covered by these CONTRACT DOCUMENTS. Any provision of the General Conditions which pertains to a nonexistent condition and is not applicable to the work to be performed hereunder, or which conflicts with any provision of the Supplementary General Provisions or Specifications, shall have no meaning in these CONTRACT DOCUMENTS and shall be disregarded.

1.3 CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS cover all matters relating to the work the Contractor is obligated to perform. The CONTRACT DOCUMENTS are organized into various parts and sections for convenience. All parts and sections of the CONTRACT DOCUMENTS are complementary, and what is called for by any shall be as binding as if called for by all.

The CONTRACT DOCUMENTS, as defined herein, form the Contract between OWNER and the CONTRACTOR for the performance of the work covered by these CONTRACT DOCUMENTS. It is agreed by the OWNER and the CONTRACTOR, as evidenced by and through execution of the Contract, that all terms of the CONTRACT DOCUMENTS shall be binding on both parties to the Contract and shall be a part of the Contract, the same as if the CONTRACT DOCUMENTS are repeated therein.

1.4 SPECIFICATIONS

No attempt has been made in the Specifications to segregate work to be performed by any trade or subcontract. Any segregation between the trades or crafts will be solely a matter for agreement between the CONTRACTOR and his employees and his SUBCONTRACTORS.

The Specifications as a whole will govern the construction of the entire work. The applicable provisions thereof will govern work to be performed under each section.

1.5 GOVERNING STANDARD SPECIFICATIONS

Standard specifications or other specifications of organizations, societies, governmental agencies, or bodies, referred to in these CONTRACT DOCUMENTS, are made a part of these CONTRACT DOCUMENTS the same as if repeated herein. Unless specifically stated otherwise, the standard shall be that adopted and published at the date of the Advertisement.

1.6 EXECUTION OF CONTRACT

The CONTRACTOR and the OWNER shall execute the prescribed Contract in six (6) counterparts, each of which shall be deemed an original document.

1.7 DIMENSIONS AND ELEVATIONS

Figured dimensions on drawings shall take precedence over measurement by scale, and detailed working drawings are to take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work.

1.8 ASSIGNMENTS

The CONTRACTOR shall not assign, in whole or part, this contract or any moneys due or to become due thereunder without the written consent of the OWNER.

SECTION 2 - DEFINITIONS (Ref. Article 1)

2.1 AGREEMENT OR CONTRACT

The written agreement between the OWNER and the CONTRACTOR for the performance of the WORK in accordance with the requirements of the CONTRACT DOCUMENTS and for the payment of the agreed consideration therefor. Whenever, in any portion of the CONTRACT DOCUMENTS, a requirement of the Contract is stated, it shall be interpreted to mean a requirement of the CONTRACT DOCUMENTS as defined herein.

2.2 CONTRACT DOCUMENTS

The Advertisement for Bids, Instructions to Bidders, Bid Form and associated documents, Bid Bond, Notice of Award, Performance Bond, Payment Bond, Agreement, General Conditions, Supplemental General Conditions, Supplementary General Provisions, Technical Specifications, Drawings, Addenda, Change Orders and Notice to Proceed shall constitute the CONTRACT DOCUMENTS. Whenever, in any portion of the CONTRACT DOCUMENTS, the terms "Plans and Specifications" or "Specifications" or "Contract" or words of like import appear, they shall be interpreted to mean CONTRACT DOCUMENTS as defined herein.

2.3 DRAWINGS

Drawings, which are sometimes referred to herein as "plans" are defined as all (a) drawings furnished by OWNER as a basis for bids; (b) supplementary drawings furnished by OWNER to clarify and to define in greater detail the intent of the Contract Drawings and Specifications; (c) drawings submitted by the successful bidder with his bid, provided such drawings are acceptable to OWNER; (d) drawings furnished by OWNER to CONTRACTOR during the progress of the WORK; and (e) engineering data and drawings submitted by the CONTRACTOR during the progress of the WORK, provided such drawings are acceptable to OWNER.

2.4 ENGINEER

Person duly authorized to act as a representative of the OWNER to observe the construction of the WORK contemplated herein.

2.5 INFORMALITY

Any deviation in the bid proposal that does not alter the bid schedule format or place any conditions or qualifications on the bid.

2.6 OWNER'S ATTORNEY

Person duly authorized by OWNER to act in the capacity of OWNER.

2.7 AS ORDERED, AS DIRECTED, AS REQUIRED, AS PERMITTED, AS ALLOWED

Whenever in these CONTRACT DOCUMENTS the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood and agreed that the order, direction, requirement, permission, or allowance of OWNER is intended only to the extent of judging compliance with the terms of these CONTRACT DOCUMENTS. None of these terms shall imply that OWNER has any authority or responsibility for supervision of CONTRACTOR's forces or construction operations, such supervision is the sole responsibility of the CONTRACTOR.

2.8 PROJECT OBSERVER

An authorized representative of OWNER assigned to make necessary observations of the WORK performed by CONTRACTOR.

2.9 PERSON

The word "person" shall mean and include any individual, combination of individuals, partnership, society, association, joint stock company, corporation, firm, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise.

2.10 PROVIDED

Whenever the term "provided" or "provide" is used in the Drawings or CONTRACT DOCUMENTS, it shall mean "provided complete in place", that is, "furnished and installed". Where "as shown", "as indicated", "as detailed", or other words of similar import are used, it is understood and agreed that references to the Drawings are intended unless otherwise expressly stated.

2.11 WRITTEN NOTICE

Any notice to the CONTRACTOR or OWNER by the other relative to any part of these CONTRACT DOCUMENTS in writing and considered delivered and the service thereof completed, when posted by United States Postal Service, or delivered with charges prepaid to any telegraph company for transmission to the CONTRACTOR or OWNER at the address set forth in these CONTRACT DOCUMENTS, or delivered in person to the CONTRACTOR or OWNER or his authorized representative on the Project. Any such notice shall be deemed to have been given or made as of the time of actual delivery, or in the case of mailing, when the notice should have been received in due course of posts, or in the case of telegrams, at the time of actual receipt thereof by the addressee.

SECTION 3 - SUPPLEMENTARY CONDITIONS

3.1 STARTING THE PROJECT

SC-2.04.A – Replace the first sentence of Paragraph 2.04.A with the following:

The CONTRACTOR shall begin WORK within ten (10) days after issuance of "Notice to Proceed" and shall diligently prosecute the WORK to completion within the Contract Time. The CONTRACTOR shall notify the OWNER and ENGINEER two (2) days in advance of the date he will begin operation.

3.2 EASEMENTS AND RIGHTS OF WAY

SC-4.01.A Add the following Paragraph Immediately after Paragraph 4.01.A:

1. Whenever it is required as a part of this contract to perform work within the limits of private property easements or in rights-of-way, such work shall be done in conformity with all permits and agreements between the OWNER and the owners of such, and whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials and the restoration of said private property to the same general condition as existed prior to the start of construction. The CONTRACTOR shall not (without the consent from the proper parties) enter or occupy with men, tools, or equipment, any land outside the rights-of-way or private property.

3.3 HAZARDOUS ENVIRONMENTAL CONDITION AT SITE

SC-4.06 – Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to hazardous environmental conditions are known to Owner or Engineer.
- B. Not used.

3.4 CERTIFICATES OF INSURANCE

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

3.5 CONTRACTORS LIABILITY INSURANCE

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1) Worker's Compensation insurance covering the legal liability of the Contractor and its subcontractors under the applicable worker's compensation or occupational disease law of the State of Georgia/Federal Government for claims for personal injuries or death resulting therefrom to the Contractor and its subcontractors' employees. The Subcontractor shall also obtain a minimum of ~~\$500,000~~ ***\$1,000,000*** of Employers' Liability insurance. Certificate of Insurance must include a waiver of subrogation in favor of OWNER.
 - 2) Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Contractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting therefrom arising out of the services to be performed by the Contractor, in an amount of no less than \$1,000,000 for any one occurrence, \$2,000,000 General Aggregate (subject to a per project general aggregate provision), \$2,000,000 products/completed operations aggregate limit ***with a deductible (if applicable) not to exceed \$25,00.00 per claim (audited financial statements***

required). The certificate of insurance shall reference any applicable deductible. Commercial General Liability insurance shall be obtained which shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and as well as its directors, officers, and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this agreement. Form CG20 10 01 and CG 20 37 10 01 must be shown on the certification of insurance or its equivalent.

- 3) Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Contractor who may be engaged in the services, for claims for personal injuries and death resulting therefrom and for property belonging to others than the Contractor who may be engaged in the services, for claims for personal injuries and death resulting therefrom and for property belonging to others than the Contractor caused by highway licensed vehicles of or used by the Contractor in an amount of no less than: (i) \$1,000,000 for any one person; (ii) \$1,000,000 for bodily injury for any one occurrence; and (iii) \$1,000,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automotive equipment and shall be named as an additional insured on such policy.

- 4) The Contractor's insurance coverage shall be primary insurance as respect to work on this project for the OWNER, its Board members, officers, and employees. Any insurance or self-insurance maintained by the OWNER shall be in excess of the Contractor's insurance and shall not contribute with it. The Contractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance, meeting the minimum limits and incorporating the contractual requirements that are prescribed in this section. The Contractor hereby waives and relinquishes any right of subrogation against the OWNER and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this section or under any State or Federal Worker's Compensation or Employer's Liability Act. Contractor shall require its insurer to notify OWNER thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent that the Contractor utilizes deductibles in conjunction with the insurance required by this agreement, all deductible expenses will be assumed by the Subcontractor and will be considered as the Subcontractor's expenses and not part of the normal expenses associated with this agreement. Insurance shall be placed with insurers with a Best's rating of no less than A- or better.

- 5). The following is a list of persons or entities that shall be listed as additional insured's:
 - a. Engineering Management, Inc.
 - b. The City of Auburn

3.6 LABOR; WORKING HOURS

SC-6.02 Add the following new Paragraphs immediately after Paragraph 6.02.B:

- C. Normal working hours shall be defined as a day not greater than ten hours (8:00 a.m. to 6:00 p.m.) Monday through Friday with trade recognized legal holidays accepted.
- D. No work beyond the normal working hours defined above requiring the presence of the ENGINEER or Construction Observer will be permitted, except in the case of an emergency, without the written permission of the OWNER.
- E. Should the CONTRACTOR require the services of the OWNER's work force beyond the OWNER's normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, the CONTRACTOR will compensate the OWNER for the overtime pay cost incurred. A minimum of four (4) hours will be charged to the CONTRACTOR for each occurrence. The OWNER will issue a work order to the CONTRACTOR for each request for overtime services. The CONTRACTOR shall reimburse the OWNER for all such expenses by certified check or cashier check, within thirty (30) days of invoicing. Should the CONTRACTOR desire to perform scheduled overtime work, he shall make a written request to the OWNER for permission to do so. The OWNER and ENGINEER will issue a Field Order to the CONTRACTOR for the cost of all resultant project administrative and construction observation costs. The CONTRACTOR shall reimburse the OWNER by certified check or money order for all such costs incurred within thirty (30) days of invoicing.
- F. Failure of the CONTRACTOR to reimburse the OWNER for overtime work within the specified time will result in the amount due being withheld from the CONTRACTOR's latest pay request.

3.7 SERVICES, MATERIALS AND EQUIPMENT

SC-6.03 Add the following Paragraphs immediately after Paragraph 6.03.C:

- D. All materials and equipment required in the WORK may be stored in areas directed by the ENGINEER, but all such materials, tools, and machinery shall be neatly and compactly piled in such a manner as to cause the least inconvenience to the property owners and the traffic. All fire hydrants must, at all times, be kept free and unobstructed and water and gas shut-off boxes, underground power and telephone line manholes must be left uncovered by such materials.
- E. Materials, tools, and machinery shall not be piled or placed against shade trees unless such trees shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with sufficient warning lights at night time to alert traffic of such obstruction.
- F. WATER SUPPLY: All water for construction purposes, as well as the expense of having the water conveyed about the WORK, shall be provided by the CONTRACTOR and the cost of this work shall be included in the Unit or Lump Sum price bid for the various Items of the WORK to be done under this Contract. The source, quality, and quantity of water furnished shall, at all times, be acceptable to all governing agencies and the ENGINEER.
- G. SEWAGE AND WATER FLOWS: The CONTRACTOR shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling

and properly disposing of any water, sewage, seepage, storm, surface, and flood flows which may be encountered at any time during the construction of the WORK and in such manner as to not endanger or damage property. The manner of providing for these flows shall meet with the approval of the ENGINEER and the entire cost of said work shall be included in the Unit or Lump Sum Prices bid for the various Sections of the WORK to be done under this Contract.

3.8 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS

SC-6.06 Add the following Paragraphs immediately after Paragraph 6.06G:

H. COOPERATION WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, ETC.

- 1) The CONTRACTOR must be aware that due to the laws of the State of Georgia, he shall be responsible for making all necessary arrangements with the governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith, that are encountered in the WORK so that such items may be properly shored, supported and protected, or the CONTRACTOR shall comply with requirements of such parties on the Project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.
- 2) The CONTRACTOR's attention is called to the fact that there may be delays on the project due to work done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The CONTRACTOR shall cooperate with the above parties, in every way possible, so that the construction can be completed in the least possible time.
- 3) The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances, and regulations which in any manner affect those engaged or employed in the WORK, or materials and equipment used in or upon the WORK, or in any way effect the conduct of the WORK, and no plea of misunderstanding will be considered on account of his ignorance thereof.

3.9 SOCIAL SECURITY TAXES

SC-6.10 Add the following new Paragraph immediately after Paragraph 6.10.A:

- B. The CONTRACTOR shall be and remain an independent CONTRACTOR with respect to all services to be performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities not or hereafter imposed under any State or Federal law which are measured by wages, salaries, or other enumeration paid to persons employed by the CONTRACTOR on work performed under the terms of this Contract, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated

under said respective laws by any duly authorized State or Federal officials; and said CONTRACTOR also agrees to indemnify and save harmless the OWNER from any such contributions or taxes or liability thereof.

3.10 USE OF STREETS AND ACCESS ROADS

SC-6.11.A Add the following paragraphs immediately after Paragraph 6.11.A.3:

- 4) During the process of the WORK, the CONTRACTOR shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the OWNER from any expense whatsoever due to his operations over said roadways. The CONTRACTOR shall also provide free access to all driveways, fire hydrants, water and gas valves, etc., located along the line of his WORK. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked by one-half at a time, and the CONTRACTOR shall lay and maintain temporary driveways, bridges, and crossings, such as in the opinion of the ENGINEER are necessary to reasonably accommodate the public. In the event of the CONTRACTOR's failure to comply with these provisions, the OWNER may cause the same to be done, and still deduct the cost of such work from any moneys due or to become due the CONTRACTOR under this new agreement, but the performance of such work by the OWNER or at its instance, shall serve in no way to release the CONTRACTOR from his general or particular liability for the safety of the public or the WORK.
- 5) Streets, roads, and drives used by the CONTRACTOR for access to and from the sites of his work shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period. During dry periods of weather, dirt roads used for access to and from work sites shall be watered periodically to eliminate and control dust.
- 5) Prior to closing any street, CONTRACTOR shall obtain written approval from the local road department and emergency services authority.

3.11 PROTECTION OF EXISTING BUILDINGS AND STRUCTURES

SC-6.11.D Delete Paragraph 6.11.D in its entirety and insert the following in its place:

- D. PROTECTION OF EXISTING BUILDINGS AND STRUCTURES: The CONTRACTOR shall, at his own expense, shore up and protect any buildings, bridges, or other public or private structures which may be encountered or endangered in the execution of the WORK, and that may not be otherwise provided for, and he shall repair and make good any damages caused to any such property by reason of his operations. No payment will be made for said work or material except that such lumber as the ENGINEER may order left in place as permanent supports for these structures, shall be paid for as provided in the Specifications.

3.12 RECORD DOCUMENTS AND DRAWINGS

SC-6.12 Delete Paragraph 6.12 in its entirety and insert the following in its place:

6.12 RECORD DOCUMENTS AND DRAWINGS

- A. The CONTRACTOR shall maintain at the site of the WORK, two (2) sets of CONTRACT DOCUMENTS and Drawings throughout the course of the project. One (1) set of CONTRACT DOCUMENTS and Drawings will remain clean without markup for record purposes. The CONTRACTOR shall use the additional set for marking measurements, on-site changes, items of construction that are actually used, and other conditions as they are encountered during the course of the WORK. This marked-up set of CONTRACT DOCUMENTS and Drawings shall consist of red-lined copies of plans and shop drawings, shall indicate actual field dimensions, shall represent the WORK as actually constructed, and shall be recorded on a daily basis. Failure to produce these records on request of the ENGINEER shall constitute grounds to halt construction with no time extension until steps are taken to see that these records are being properly made.
- B. Prior to the final payment, the CONTRACTOR shall furnish to the ENGINEER two (2) neatly marked sets of construction plans which accurately depict the "as-built" conditions and locates all valves, hydrants, wyes, manholes, cleanouts, lines, laterals, taps, meters, service connections, and pump stations, equipment, materials or parts, stockpiles and other constructed appurtenances. The ENGINEER shall promptly notify the CONTRACTOR in writing if additional information is required.
- C. Prior to final payment, CONTRACTOR shall provide state plane coordinates for every valve, hydrant, meter, manhole, etc. The coordinates shall be collected and certified by a registered land surveyor licensed in the State of Georgia, and shall have an accuracy of +/- 0.10 foot horizontally and vertically.

3.13 SAFETY AND PROTECTION

SC-6.13 Add the following paragraph immediately after Paragraph 6.13.D:

- D. If at any time, in the opinion of the ENGINEER, the WORK is not properly lighted, barricaded, and in all respects safe, to public travel or adjacent property, public or private, and if under such circumstances the CONTRACTOR does not or cannot immediately put the same into proper and approved condition, or if the CONTRACTOR or his representative is not upon the grounds so that he can be immediately notified of the insufficiency of safety precautions, then the OWNER, on recommendation of the ENGINEER, may put the WORK into a condition that shall be considered safe. The CONTRACTOR shall pay all expenses of labor and materials as may have been used for this purpose by him or by the OWNER. Such action of the ENGINEER or OWNER, or their failure to take such action, shall in no way relieve the CONTRACTOR of the responsibility of any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions.

3.14 SHOP DRAWING RESUBMITTALS

SC-6.17. Add the following paragraph immediately after Paragraph 6.17.E.1:

2. The CONTRACTOR shall reimburse OWNER for any charges from ENGINEER due to repeated inadequate submissions of Shop Drawings or material submittals beyond three (3) reviews by ENGINEER.

3.15 CLAIMS BETWEEN CONTRACTORS

SC-7.04 Add the following new Paragraph immediately after Paragraph 7.03:

SC-7.04 Claims Between Contractors

- A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law.
- B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, Engineer's Consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.
- C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

3.16 UNIT PRICE WORK

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

- 1) if the Bid price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
- 2) if there is no corresponding adjustment with respect to any other item of Work; and
- 3) if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.17 WORK IN INCLEMENT WEATHER

SC-12.03 Add the following new paragraphs immediately after Paragraph 12.03.C:

- 1) CONTRACTOR is presumed to have taken all difficulties due to weather conditions into consideration in preparing his proposed Contract Price and in establishing his time for completion of the WORK under this Contract. He must be prepared and must take all precautions to protect WORK from unfavorable weather and extremes of temperature, whether hot or cold. He shall provide approved facilities for protecting against unfavorable weather at all times, to the entire satisfaction of OWNER.
- 2) Completion time will not be extended for normal bad weather. Time for completion as stated in the CONTRACT DOCUMENTS includes time due to allowance for calendar days on which work cannot be performed out-of-doors. For the purpose of this Contract, CONTRACTOR agrees that he may expect to lose calendar days due to weather in accordance with the following table:

January 14 days	May 6 days	September 2 days
February 14 days	June 3 days	October 3 days
March 10 days	July 4 days	November 5 days
April 7 days	August 2 days	December 9 days

- 3) If the total accumulated number of working days lost to the weather for any month exceeds the total accumulated number to be expected for that month, time for completion will be extended by the number of calendar days needed to include the excess number of working days lost. All requests for time extensions must be submitted in writing to the OWNER by the 15th day of each month following the month that had excessive weather delays. No considerations will be given to late requests. No changes in the contract sum will be authorized because of adjustment of contract time due to weather.

3.18 DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01 in its entirety and insert the following in its place:

SC-16.01 Meet to Confer and Negotiate

- A. Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after receipt of written notice of Engineer's action or decision unless, within that time period, Owner or Contractor gives to the other party written notice of intent to submit the Claim to a process of bilateral negotiations as set forth below.
- B. Within 30 days of the delivery of such notice, Owner and Contractor shall meet and confer regarding the Claim. A good-faith effort to negotiate resolution shall be made by both parties.
- C. If the negotiations contemplated by Paragraph SC-16.01.B are unsuccessful, management representatives of Owner and Contractor at least one tier above the individuals who met under SC-16.01.B shall meet, confer, and negotiate within 30 days of the closure of the unsuccessful negotiations.
- D. If the Claim is not resolved by negotiation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the negotiations unless, within that time period, Owner or Contractor:
 - 1) gives to the other party written notice of intent to submit the Claim to a court of competent jurisdiction, or
 - 2) agrees with the other party to submit the Claim to another dispute resolution process.
- E. Notwithstanding any applicable statute of limitations, a party giving notice under Paragraph SC-16.01.D.1 shall commence an action on the Claim within one year of giving such notice. Failure to do so shall result in the Claim being time-barred and Engineer's action or denial shall become final and binding.

END OF SECTION