

GENERAL SPECIFICATIONS

SPECIAL CONDITIONS FOR SITE PREPARATION PART III

301. PROJECT SITE

The Project Area of this Site Preparation Contract consists of the following general area: _____, Fayette County, Pennsylvania, all as shown on the Construction Drawings designated as Drawing No(s). ___ of ___.

302. TIME FOR COMPLETION

a. The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Local Public Agency in the Notice to Proceed to the Contractor and shall be fully completed within ___ consecutive calendar days thereafter.

303. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this contract are impossible for determination, the Contractor and his Sureties shall be liable for and shall pay to the Local Public Agency the sum of \$200.00 as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated for completion, or as modified in accordance with Section 109 - CHANGES IN THE WORK under GENERAL CONDITIONS - PART I, until such work is satisfactorily completed and accepted.

304. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract for Site Preparation complete in every respect within the specified time.

305. COMMUNICATIONS

a. All Notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the Local Public Agency), or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Local Public Agency shall, unless otherwise specified in writing to the Contractor, be delivered, or if deposited in the United States mail in a sealed, postage prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Local Public Agency at such address, or to such other representatives of the Local Public Agency or to such other address as the Local Public Agency may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

306. SIGNS

a. The Contractor shall prepare and erect two (2) signs containing the following information: Short name of site preparation activity, identification of the Local Public Agency and the legislative act under which funds are provided. Signs shall meet the specifications of the Local Government and be placed at the direction of the Engineer.

b. The Contractor shall maintain these Project Signs in good condition satisfactory to the Local Public Agency during the period of his performance of this Contract and upon completion of the Contract work, or when directed, shall turn them over to the Local Public Agency in place cleaned, (freshly painted and lettered, if required), and in acceptable condition.

c. Subject to prior approval of the Local Public Agency as to size, design, type and location and to local regulations, the Contractor and his subcontractors may erect temporary signs for purposes of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by Safety Regulations or as necessary to safeguard life and property.

307. JOB OFFICES

a. The Contractor and his subcontractors may maintain such office and storage facilities on the Site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the Site. The Local Public Agency shall be consulted with regard to locations.

b. If no office is maintained, a suitable place for posting required notices, with adequate protection from the weather, shall be provided.

c. Upon completion of the Improvements, or as directed by the Local Public Agency the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the Site of the work in the condition required by the Contract.

