

United States: The geographical area of the United States of America excluding its territories and possessions.

State of Georgia and Contiguous Area: The geographical area within the State of Georgia and those states which share a common border with the State of Georgia.

Average Inspection Cost: The average of the actual expenses incurred in making an inspection within the area designated as determined by the Engineer.

Foreign Manufacturer: A manufacturer of materials where the materials are manufactured outside the geographical area of the United States.

106.13 Out of State Materials Payment

Materials payments to Contractors who elect to have materials fabricated and stored outside the boundaries of the State of Georgia shall be made under the following guidelines.

The Contractor shall submit a written request to the Engineer for an inspection of out-of-state materials. This request shall state that the Contractor agrees to reimburse the Department for the actual cost of travel, subsistence, and extra expense incurred by the Department in the execution of this inspection and any subsequent inspection that may be necessary. This request shall be signed by a person legally responsible to bind the company and shall be notarized.

In the event the Contractor fails to reimburse the Department promptly for any of the costs established by this provision, the Contractor agrees that the amount of such costs may be deducted from amounts of money owing to the Contractor on Monthly Estimates or Final Estimate.

The above requirements are not applicable to the fabrication and materials payment for structural steel, prestress beams, precast bridge units, and piling for bridge construction within the states which share a common border with the State of Georgia.

Section 107—Legal Regulations and Responsibility to the Public

107.01 Laws to Be Observed

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, codes, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on The Work, or which in any way affect the conduct of The Work. The Contractor shall at all times observe and comply with all such laws, ordinances, codes, regulations, orders, decrees, and permits; and shall protect and indemnify the Department and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, code, regulation, order, decrees, and permits, whether by himself, his employees, subcontractors, or agents.

107.02 Permits and Licenses

The Contractor shall procure all permits and licenses, pay all charges, taxes, and fees, and give all notices necessary and incidental to the due and lawful prosecution of The Work.

107.03 Patented Devices

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, he shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor and the Surety shall indemnify and save harmless the Department from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright, and shall indemnify the Department for any costs, expenses, and damages which it may be obliged to pay by reason of any infringement, at any time during the prosecution or after the completion of The Work.