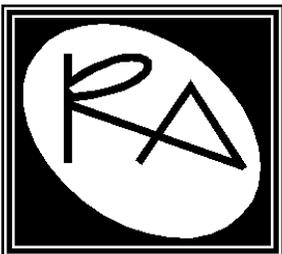


**BID DOCUMENTS
JEFFORDS PARK
TENNIS & BASKETBALL
COURT RENOVATIONS
SYLVESTER, GEORGIA**



June 2021

**CITY OF SYLVESTER
P.O. BOX 370
SYLVESTER, GA. 31791
(229) 776-8505
Autron Hayes, City Manager**



Submitted By:
Rakestraw & Associates, Inc.
83 Ty Ty Omega Road
Tifton, Georgia (229) 382-0009

BIDDING DOCUMENTS

CITY OF
Sylwester
GEORGIA

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INVITATION TO BID

Sealed proposals from Contractors will be received at the City of Sylvester Council Chambers, 101 North Main Street, until **10:00 a.m.,legally prevailing time, on June 23, 2021** for "Jeffords Park Tennis & Basketball Court Renovations" At the time and place noted above, the proposals for this work will be opened and read. The project approximately consists of:

All bidding documents shall be returned in good condition along with sealed bid or within 10 days after date of opening of bids. Bidders are cautioned that acquisition of bidding documents through any source other than the office listed above is not advisable. Acquisition of bidding documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information upon which to base his proposal.

Tennis Court Renovations and Modifications

Bidding documents may be obtained online at cityofsylvester.com Bidders are cautioned that acquisition of bidding documents through any source other than the office listed above is not advisable. Acquisition of bidding documents from unauthorized sources places the bidder at risk of receiving incomplete or inaccurate information upon which to base his proposal.

No bid may be withdrawn for a period of 60 days after time has been called on the date of opening. Bids must be accompanied by a Professional Insurance, General Liability Insurance, Workers Compensation, Ga. Contractor License and Specific Contractor Qualifications.

The Owner reserves the right to reject any or all bids and to waive any technicalities and informalities. Additionally, the Owner reserves the right to examine bids by schedule of items and select specific items of work.

Award of bid will be to the lowest, responsible base bid.

CITY OF SYLVESTER
P.O. BOX 370
SYLVESTER, GA. 31791
(229) 776-8505

By:Mayor and Council
City of Sylvester

SCHEDULE OF ITEMS

**JEFFORDS PARK
TENNIS & BASKETBALL
COURT RENOVATIONS
SYLVESTER, GEORGIA**

BASE BID

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID AMOUNT
1	Remove existing tennis court nets, accessories, & poles. Saw cut & patch with concrete	1	LS		
2	Acrylic Seal Coat Tennis Courts Including Color	1	LS		
3	Tennis Court Striping	1	LS		
4	Acrylic Seal Coat Basketball Courts Including Color	1	LS		
5	Basketball Court Striping	1	LS		
6	Tennis Courts Net, Pole & Accessories	2	EA		
7	Basketball Goal Material, Installation & Setup	2	EA		
8	Windscreen	1	LS		

GRAND TOTAL

Alternates

9	Removal of Chain Link Fencing at Basketball Court Area	1	LS		
10	Basketball Court Chain Link Fencing	1	LS		
11	Removal of Chain Link Fencing at Tennis Court Area	1	LS		
12	Tennis Court Chain Link Fencing	1	LS		
13	Remove & Replace paving & base for Tennis Courts <i>4" GAB and 2" Asphalt 9.5mm GDOT Standard Superpave</i>	1	LS		
14	Remove & Replace paving & base for Basketball Courts <i>4" GAB and 2" Asphalt 9.5mm GDOT Standard Superpave</i>	1	LS		

ALTERNATE TOTAL

GRAND TOTAL (Base Bid + Alternates)

PROJECT SUMMARY

Project Description: Jeffords Park Tennis & Basketball Court Renovations

Proposal Guaranty: No Guaranty, unless bid is over \$100,000. Bid Bond (5%)

Project Deadline: 45 Days

Liquated Damages: None

Payment Bond: If bid exceeds over \$100,000

Performance Bond: If bid exceeds over \$100,000

Liability Insurance: \$1,000,000 minimum for general public liability, vehicles, bodily injury and property damage.(including all subcontractors)

Worker's Compensation: Policy is mandatory, no matter size of company

General Contractor's License: a valid state of Georgia Contractor's License is required

E-Verify: Contractor shall submit the E-Verify Number

Statement of Qualifications: Contract shall execute qualification section

Warranty: a 15% retainage will be held until complete approval by City of Sylvester

All work will be warranted for two years. A letter of warranty must be signed by contractor and city to release retainage .

Selection of Contractor: Lowest, responsible low Base Bid. The City of Sylvester reserves the right to reject any or all bids.

SPECIAL INSTRUCTIONS & SPECIFICATIONS

- Bids are due June 23, 2021 @ 10:00 a.m. local time at the City of Sylvester Council Chambers.101 North Main Street Sylvester, Ga. 31791. Please seal in envelope titled "Jeffords Park Tennis & Basketball Court Renovations". Envelope must have company name and contractor's license.
- City of Sylvester, (229) 776-8505, PO Box 370 Sylvester, Ga. 31791
- No potential hazards for pedestrians and users of the park shall be left unsecured after hours and weekends. Contractor is responsible for securing hazards.
- Contractor shall physically inspect the project site to observe all existing conditions and confirm all court dimensions and sizes.

Bidder shall fill in unit price and extend the total quantity price in the "bid amount" column. Total the "bid amount" column to formulate grand total. Having carefully examined the plans and specifications entitled "Jeffords Park Tennis & Basketball Court Renovations" June 2021 and Addendum _____, as well as the premises and conditions affecting the work, the undersigned proposes to furnish all service, labor, and materials called for by them for the entire work, in accordance with said documents, for the sum of

_____ DOLLARS

(\$ _____) which sum is hereinafter called the
GRAND TOTAL BID.

The undersigned agrees that upon issuance of a Certificate of Substantial Completion and the City of Sylvester occupying the premise, the Contractor will complete all punch list items and all final paperwork within for ten (10) days from the date said Certificate of Substantial Completion.

Respectfully submitted,

Company Name: _____

By: _____

Address: _____

Phone #: _____

Signature: _____ Date: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The bidder may submit additional information if desired. The answers to these questions will be used in evaluating a bidder's qualifications to perform. The Owner reserves the right to reject any or all bids that it feels do not meet the qualifications to perform this work.

1. Name of Bidder: _____

2. Permanent Main Office Address:

3. When Organized: _____

4. If a corporation, where incorporated: _____

5. Contracts on hand (List all contracts you have that are currently active, the amount of the contract, and the anticipated completion date. Use additional sheets as necessary)

Client	Contract Amount	Completion Date	POC/Phone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Have you ever failed to complete any work awarded to you or your firm? If so, where and why?

7. Have you ever defaulted a contract? Have you ever been suspended or debarred by the government from contracting with government agencies? If so, where and why? Complete

attached Contractor Certification.

8. List the major equipment you plan on using on this project:

9. Name, Background, experience and training of your proposed project superintendent and foreman. Include copies of state licenses.

10. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER? _____

11. Subcontractor Listing

NAME	ITEM OF WORK	VALUE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. The following forms are required to be submitted with your bid for it to be considered complete and responsive:

- a. Bid Form, signed (Schedule of Items shall be complete)
- b. Qualifications
- c. E-verify (Please include verification)
- d. Certification of Contractor Drug-Free Work Place
- e. Certification of Non Collusion Form
- f. Contractor's License

13. The undersigned authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Sylvester or their designated representative in verification of the recitals comprising the Statement of Bidder's Qualifications.

Dated at _____ this _____ day of _____, 20__.

Name of Bidder

By _____

Title _____

State of _____

County of _____

_____, being duly sworn deposes and says that he or she is _____
_____ of _____ and that the answers to the foregoing questions and all
statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20__.

(Notary Public)

My commission expires:

_____, 20

CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employee of any company supplying material or subcontracting to do work on this Contract will not engage in business ventures with employees of the City of Sylvester nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of the City of Sylvester.

Also, by signing and submitting this Contract I hereby certify that I will notify the City of Sylvester of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do work on this Contract with a family member of the City of Sylvester.

DRUG FREE WORKPLACE

The undersigned certifies that the provisions of Code Sections 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-free Workplace Act", have been complied with in full. The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of the Contract; and
- (2) Each Contractor who hires a Subcontractor to work in a drug-free workplace shall secure from that Subcontractor the following written certification:

"As part of the subcontracting agreement with :

Contractor's Name

Subcontractor's Name

Subcontractor's Name

Subcontractor's Name

Subcontractor's Name

certifies to the Contractor that a drug free workplace will be provided for the Subcontractor's employees during the performance of this Contract.

Also, the undersigned further certifies that he will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

NON-COLLUSION CERTIFICATION

I hereby certify that I have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.

It is understood and agreed that this Proposal is one of several competitive bids made to the City of Sylvester, and in consideration of mutual agreements of the bidders, similar hereto, and in consideration of the sum of One Dollar cash in hand paid, receipt whereof is hereby acknowledged, the undersigned agrees that this Proposal shall be an option, which is hereby given by the undersigned to the City of Homerville to accept or reject this Proposal at any time within thirty (30) calendar days from the date on which this sealed proposal is opened and read, unless a longer period is specified in the Proposal or the successful bidder agrees in writing to a longer period of time for the award, and in consideration of the premises, it is expressly covenanted and agreed that this Proposal is not subject to withdrawal by the Proposer or Bidder, during the term of said option.

I hereby acknowledge receipt of the following checked amendments of the Proposal, Plans, Specifications and/or other documents pertaining to the Contract.

Amendment Nos.: 1___2___3___4___5___. I understand that failure to confirm the receipt of amendments is cause for rejection of bids.

Witness my hand and seal this the ___ day of _____, 20___.

The bidder(s) whose signature(s) appear on this document, having personally appeared before me, and being duly sworn, deposes and says that the above statements are true and correct.

Sworn to and subscribed before me this _____ day of _____, 20___.

(Notary Public)

My Commission expires the _____ day of _____, 20___.

(Federal ID No./IRS No.)

(Print Company Name)

By _____(Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

Joint Bidder:

(Print Company Name)

By _____(Seal)
Corporate President/Vice President or
Individual Owner or Partner (Strike
through all except the one which applies.)

Joint Bidder:

(Print Company Name)

By _____(Seal)
Corporate President/Vice President or
or Individual Owner or Partner (Strike
through all except the one which applies.)

SPECIAL PROVISION

PROMPT PAYMENT:

Prime Contractors, who sublet a portion of their work, shall pay their subcontractors for satisfactory performance of their contracts no later than 15 calendar days from receipt of each payment made to them.

Any delay or postponement of payment among the parties may take place only for good cause with prior written approval from the Department.

If the contractor is found to be in noncompliance with these provisions, it shall constitute a breach of contract and further payments for any work performed may be withheld until corrective action is taken. If corrective action is not taken, it may result in termination of the contract.

All subcontract agreements shall contain this requirement.

SPECIAL CONDITIONS

CITY OF
Sylwester
GEORGIA

GENERAL CONDITIONS

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1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER - Any person, firm, or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or

authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement for Bids, Instructions to Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, Supplemental General Conditions, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER – Rakestraw & Associates, Inc the firm engaged by the Owner for providing Engineering Services related to the work. This term, as used throughout the CONTRACT DOCUMENTS, shall include authorized representatives of the firm.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date, as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials and equipment incorporated or to be incorporated in the PROJECT.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the WORK.

1.27 WHERE THE WORDS "directed", "required", "permitted", or similar words are used, it shall be understood that the direction, requirement or permission of the ENGINEER is intended, and similarly, the words "reviewed", "approved", "acceptable", "satisfactory", or similar words shall mean reviewed by, or approved by or acceptable, or satisfactory to the ENGINEER.

1.28 THE TERM "Act of God" shall mean earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, or other natural phenomenon of normal intensity for the locality shall not be construed as an "Act of God" under this definition.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instructions thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. DRAWINGS AND SPECIFICATIONS

3.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

3.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

3.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS and SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

4. MATERIALS, SERVICES, AND FACILITIES

4.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

4.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

4.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

4.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

4.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

5. INSPECTION AND TESTING

5.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

5.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

5.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

5.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules regulations or orders of any public authority having jurisdiction require any WORK to be specifically inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

5.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the

CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

5.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

5.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTORS expense.

5.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, tools, materials and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

6. SUBSTITUTIONS

6.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function to that specified. The ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE, and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutions are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

7. PATENTS

7.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and save the OWNER harmless from loss on account thereof. except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

8. SURVEYS, PERMITS, REGULATIONS

8.1 The OWNER shall furnish all boundary information and establish all base lines for locating the principle component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown-in the CONTRACT DOCUMENTS. The CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and

other working points, lines, elevations and cut sheets.

8.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and he shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

8.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified, if the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in section 11. CHANGES IN THE WORK.

9. PROTECTION OF WORK, PROPERTY AND PERSONS

9.1 The CONTRACTOR will be responsible for initializing, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide necessary protection to prevent damage, or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in a storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or in the acts or omissions of the OWNER or the ENGINEER or anyone employed by any of them or anyone whose acts either of them may be liable, and not attributable, directly or indirectly in whole or in part, to the fault or the negligence of the CONTRACTOR.

9.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby and a CHANGE ORDER shall thereupon be issued covering the changes and deviations invoked.

10. SUPERVISION BY CONTRACTOR

10.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given

to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

10.2 The CONTRACTOR shall, upon demand by the ENGINEER, immediately remove any Superintendent, Foreman, or workman the ENGINEER may consider incompetent or undesirable.

10.3 The CONTRACTOR shall at all times have a responsible individual available to act in case of emergency repairs, that may be contacted by the OWNER or his representative. Upon notification of any emergency work necessary, the CONTRACTOR'S representative shall immediately take steps to make such repairs.

11. CHANGES IN THE WORK

11.1 The OWNER may, at any time as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for the performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

11.2 The ENGINEER, also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so desired by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

12. CHANGES IN CONTRACT PRICE

12.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved
- (b) An agreed lump sum
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

13. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

13.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

13.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

13.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

13.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

13.4.1 To any preference, priority or allocation order duly issued by the ENGINEER.

13.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather: and

13.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 13.4.1 and 13.4.2 of this article.

14. CORRECTION OF WORK

14.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

14.2 All removal and replacement WORK shall be done at the CONTRACTORS expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

14.3 If the ENGINEER and OWNER deem it expedient not to require correction of work which has been injured or was not performed in accordance with the Contract, an appropriate adjustment to the Contract Price may be made.

15. SUBSURFACE CONDITIONS

15.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

15.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS: or

15.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

15.2 The OWNER shall promptly investigate the conditions and if he finds that conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE: provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

16. SUSPENSION OF WORK, TERMINATION AND DELAY

16.1 The owner may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time is agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK, shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

16.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

16.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

16.4 After ten (10) days from delivery of a WRITTEN NOTICE TO the CONTRACTOR and the ENGINEER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

16.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded

by arbitrators within thirty (30) of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

16.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

17. PAYMENTS TO CONTRACTOR

17.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, with ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

17.2 The request for payment may also include an allowance for the cost of such major materials and equipment with are suitably stored either at or near the site.

17.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

17.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

17.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate

attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

17.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and suppliers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR either pay unpaid bills or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

17.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

18. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

18.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in state amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

19. INSURANCE

19.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

19.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts:

19.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees:

19.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees:

19.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to employment of such person by the CONTRACTOR, or (2) by any other person: and

19.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

19.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

19.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

19.3.1 CONTRACTOR's General Public Liability and Property Damage Insurance, including vehicle coverage, issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than **\$1,000,000** for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident: and a limit of liability of not less than **\$1,000,000** aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident: and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

19.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR's surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

19.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

19.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the

OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER and the OWNER.

19.6 The Contract shall not be binding upon the OWNER until the Certificates of Insurance or the Insurance Policies called for have been filed with and approved by the OWNER.

20. CONTRACT SECURITY

20.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared as bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of

Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so; substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

20.2 The failure of the said Bidder to execute the Agreement and to supply the required bonds within the stipulated ten (10) day period, or within such extended period as the OWNER may grant, shall constitute a default, and the OWNER may award the CONTRACT to the next lowest responsible bidder or solicit new bids, and may charge against the Bidder the difference between the amount of the Bid and the amount for which a CONTRACT is subsequently executed, up to the total amount of the Bidder's security.

21. ASSIGNMENTS

21.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

22. INDEMNIFICATION

22.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom: and is caused in whole or in part by any negligent or willful act or admission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

22.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or

employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under worker's compensation acts, disability benefit acts or other employee benefits acts.

22.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

23. SEPARATE CONTRACTS

23.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

23.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts for the OWNER, if he is performing the additional WORK himself, reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

23.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 12 and 13.

23.4 If the CONTRACTOR or any of his SUBCONTRACTORS or employees cause loss or damage to any separate contractor on the WORK, the CONTRACTOR agrees to settle, or make every effort to settle or compromise with such separate contractor by agreement or arbitration. If such separate contractor sues the OWNER on account of any loss so sustained, the OWNER shall notify the CONTRACTOR, who shall indemnify and save the OWNER harmless against any expense or judgement arising therefrom.

24. SUBCONTRACTING

24.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

24.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty (50%) percent of the CONTRACT PRICE without prior written approval of the OWNER.

24.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for

the acts and omissions of persons directly employed by him.

24.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

24.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

24.6 The CONTRACTOR shall, within fifteen (15) days after award of the CONTRACT, notify the ENGINEER in writing of the names of Subcontractors proposed for the principal parts of the work and for such others as the ENGINEER may direct and shall not employ any that the ENGINEER or OWNER may, within a reasonable time, object to as incompetent or unfit.

25. ENGINEER'S AUTHORITY

25.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

25.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

25.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

25.4 The ENGINEER shall promptly make decisions relative to interpretation of the contract documents.

25.5 The ENGINEER, with the approval of the OWNER, may suspend by written order any work or any part of the work under this CONTRACT to require the correction of unsatisfactory work.

25.5.1 When work is so suspended it shall not be resumed until the cause for such order has been eliminated to the satisfaction of the ENGINEER, which must be significant in writing. This right of the ENGINEER to suspend the WORK shall not give rise to any duty on the part of the ENGINEER to exercise this right for the benefit of the CONTRACTOR or any other party. He shall, also, have the authority to reject all work and materials that do not conform to the CONTRACT and to decide questions that arise in the execution of the WORK.

25.6 If the OWNER decides to delegate any part of the normal duties of the ENGINEER under this CONTRACT to a representative of the OWNER other than the ENGINEER, then such provisions of this CONTRACT which name the ENGINEER in such matters shall apply to such other representative as though he were the ENGINEER. In such case the definition of the term, as stated hereinbefore shall be modified accordingly.

26. LANDS AND RIGHTS-OF-WAY

26.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

26.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

26.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities or for storage of materials.

27. GUARANTY

27.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

27.2 The CONTRACTOR agrees that he will obtain from the manufacturers of equipment and materials furnished under the CONTRACT, guarantees against defective materials and workmanship, and if those guarantees as furnished by the manufacturer do not extend for the term of one (1) year from and after the date upon which the final estimate of the ENGINEER is formally approved by the OWNER or other established date, he shall make the necessary arrangements and assume all cost for extending this guarantee for the required period.

27.3 When the ENGINEER or the OWNER deems it necessary, and so orders, such replacements or repairs under this section shall be undertaken by the CONTRACTOR within twenty-four (24) hours after service of notice. If the CONTRACTOR delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to admit the delay incident to the service of a notice, then the OWNER shall have the right to make such replacements or repairs and the expense thereof shall be paid by the CONTRACTOR or deducted from any monies due the CONTRACTOR.

28. LIABILITY OF OWNER

28.1 No person, firm or corporation, other than the signer of this contract as Contractor, now has any interest hereunder, and no claim shall be made or be valid, and neither the Owner, nor any agent of the Owner, shall be liable for, or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment of the final estimate shall operate as and shall be a release to the Owner, and every agent of the Owner, from all claim and liability to the Contractor for anything done or furnished or relating to the work, or for any act or neglect of the Owner or of any person relating to or affecting the work except the claim against the Owner for the remainder, if any there be, of the amounts kept or retained as herein provided.

In consideration of the benefits of it, which benefits are hereby acknowledged, the contractor shall at all times indemnify and save the Owner harmless from and against all liability, loss, damages, costs, and expenses, including counsel fees, which the Owner may for any cause, at any time, sustain or incur by reason of having executed this Contract, or any modification, amendment or extension thereof or any new obligation or undertaking executed in place thereof. The Contractor-Indemnitor shall cause payment to be made to the Owner on account of any such liability, loss, damages, costs, or expenses before the Owner shall be compelled to make any payment on account thereof. The Contractor-Indemnitor shall pay, upon demand of the Owner, the amount of any claim made upon the Owner as result of this construction work, if the Owner determines in its discretion to pay such claim provided, however, Owner shall not pay or demand payment for claims that are unfounded, frivolous, or defensible by the Contractor-Indemnitor.

In the event any legal action is taken against the Owner as result of this contract, either jointly, with the Contractor or alone, the Contractor-Indemnitor shall cooperate with the Contractor-Indemnitor in the defense thereof, or at its election, assume the defense at the expense of the Contractor-Indemnitor as party defendant in any legal action brought against it as result of executing the contract and/or related agreements, including but not limited to all liabilities, damages, costs, losses, expenses (including all attorney's fees and expenses of the Owner), causes of action, suits, claims, demands and judgements of any nature whatsoever arising out of, by reason of or in connection with (i) any act of the Contractor or any Officers, Employees, servants, agents, contractors, licensees or invitees of the Contractor; (ii) injury to or the death of persons or damage to property occurring during the term of this Contract on the premises, or in any matter arising out of, by reasons of or in connection with the use, non-use, or occupancy of property of the Owner; (iii) the violation of breach of, or the failure of the Contractor to fully and completely keep, observe, satisfy, perform and comply with any agreement, term, covenant, condition, requirement, provision or restriction of this Contract; or the violation of any governmental requirement affecting this construction project or the use or occupancy of Owner's property. The provisions of this section shall survive the expiration of this Contract and the Contractor-Indemnitor hereby consents to the entry of an Order making him a party defendant.

28.2 WAIVERS

The Owner shall not be precluded or estopped by any measurement, estimate or certificate made by or for the owner either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or the work or materials do not comply in fact with the Contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate, certificate, or payment in accordance therewith, from recovering from the Contractor and sureties such damages as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Owner, or any representative of the Owner, nor any payment for, nor acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract or of any right or power therein given, expressly or by implication, or arising therefrom. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

28.3 CLAIMS FOR DAMAGES

If the Contractor claims compensation for any damages sustained by breach of contract or otherwise, be the same based on claims that due and full credit has not been given the Contractor for work performed or material furnished in accordance with the terms of the contract or for any other cause, he shall promptly after the sustaining of any such damage, make a written statement of the nature of the damage sustained, to the Engineer, and shall on or before the fifteenth day of the month following that in

which the damage shall have been sustained, file with the Engineer an itemized statement of the details and amount of such damage, and unless such statement is made as thus required, his claim for compensation shall be forfeited and invalidated and he shall not be entitled to payment on account of any such damage.

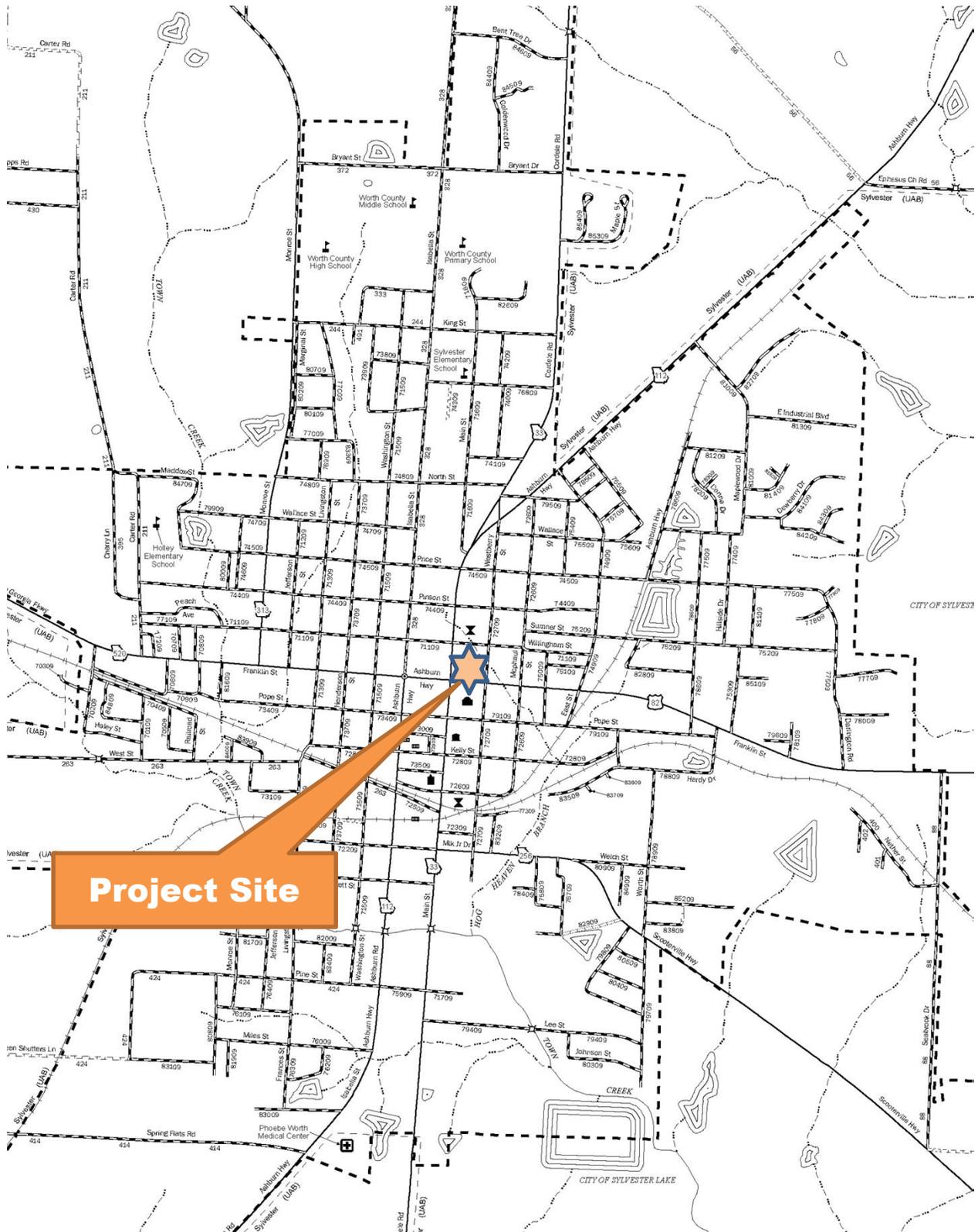
29. TAXES

29.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

29.2 The CONTRACTOR assumes and is liable specifically for all State and Federal so-called Payroll or Social Security and Medicare Taxes and for all State and Federal Sales and Use Taxes that may be in force at the time of the award of the CONTRACT, and guarantees to hold the OWNER harmless in every respect against same.

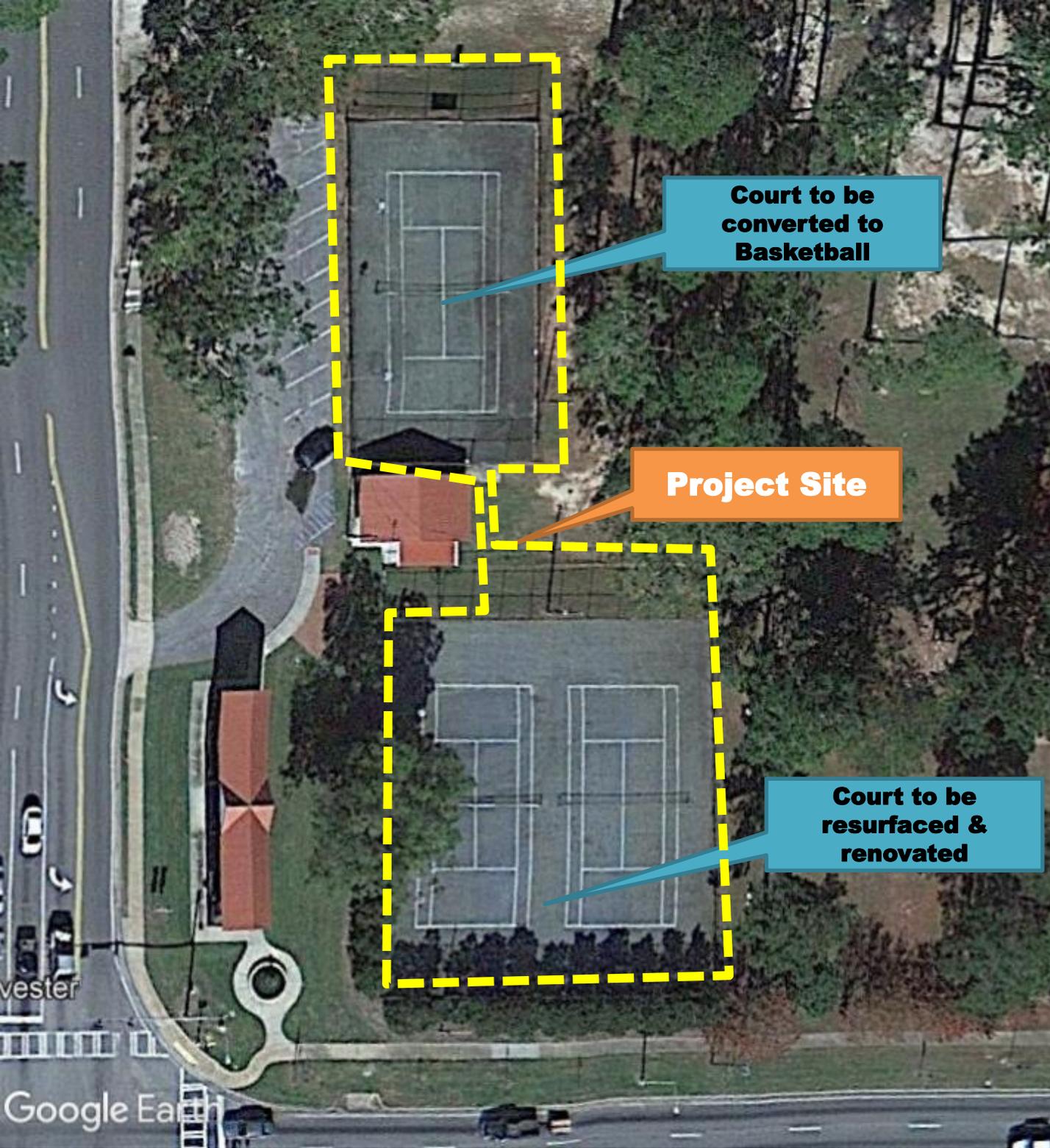
PLANS

CITY OF
Sylwester
GEORGIA



Project Site

<p>STATE LOCATION</p> <p>Sylvester, Ga.</p> 	<p>Title:</p> <p>Location Map</p>	<p>Project:</p> <p>Jeffords Park Sylvester, Ga.</p>	<p>North</p> 	<p>Rakestraw & Associates</p> <p>83 Ty Ty Omega Rd Tifton, Ga. 31793 (229) 382-0009</p> 
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Court to be converted to Basketball

Project Site

Court to be resurfaced & renovated

STATE LOCATION

Sylvester, Ga.



Title:
Aerial Map

Project:

**Jeffords Park
Sylvester, Ga.**

North



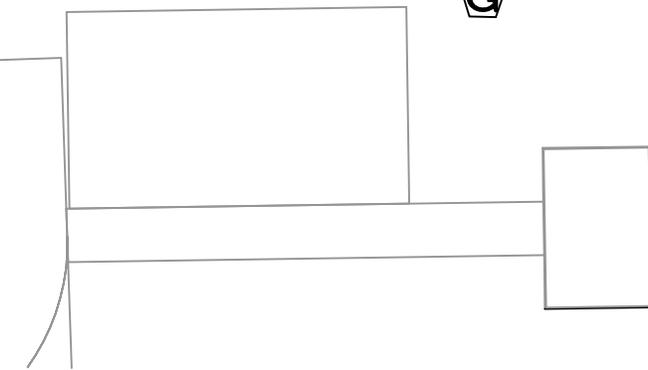
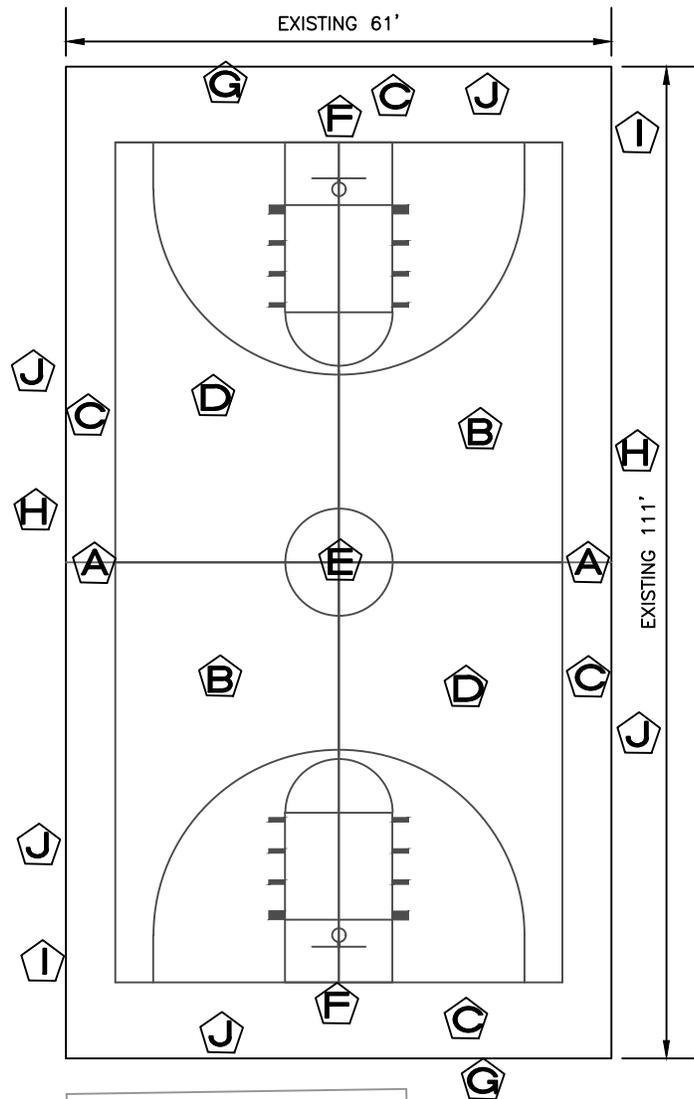
Rakestraw & Associates

83 Ty Ty Omega Rd
Tifton, Ga. 31793
(229) 382-0009



SITE IMPROVEMENTS KEY

- A** REMOVE EXISTING TENNIS COURT NET, ACCESSORIES, AND POLES. SAW CUT & PATCH WITH CONCRETE
- B** SLURRY SEAL COURT, SEAL ALL CRACKS, PROVIDE NEW SURFACE COLOR. SEALER SHALL BE AN ACRYLIC RESURFACING MATERIAL
- C** RESURFACE COLOR: GREEN
- D** RESURFACE COLOR: BLUE
- E** 34' X 50' BASKETBALL COURT NCAA REGULATION COURT
- F** GRIZZLY ADJUSTABLE BASKETBALL SYSTEM BSN SPORTS OR APPROVED EQUAL
- G** 10' CHAIN LINK FENCE BLACK VINYL COATED
- H** 6' CHAIN LINK FENCE BLACK VINYL COATED
- I** CHAIN LINK FENCE PEDESTRIAN GATE MINIMUM 36' WIDTH CLEARANCE
- J** REMOVE EXISTING CHAIN LINK FENCING



PROJECT:
JEFFORDS PARK
SYLVESTER, GA.

PROJECT NUMBER:
DATE: 3/21
SCALE: 1"=20'

SHEET TITLE:
BASKETBALL
COURT



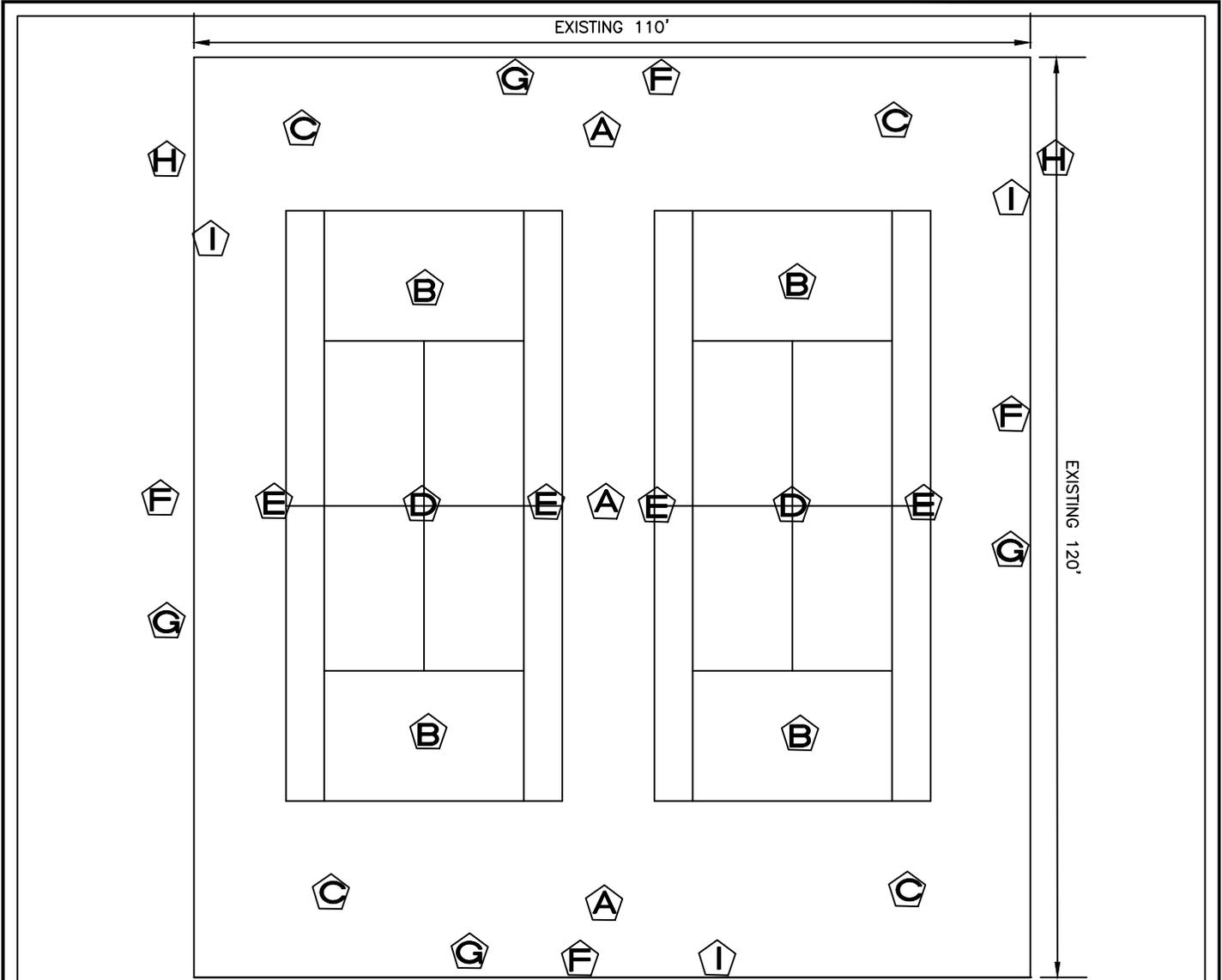
NORTH

Rakestraw & Associates 
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Phone: 229.382.0009
rake@friendlycity.net
Planning • Design • Environmental

SHEET NO.

1

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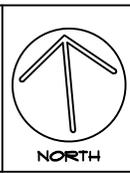
SITE IMPROVEMENTS KEY

- A** SLURRY SEAL COURT, SEAL ALL CRACKS, PROVIDE NEW SURFACE COLOR. SEALER SHALL BE AN ACRYLIC RESURFACING MATERIAL
- B** RESURFACE COLOR: GREEN
- C** RESURFACE COLOR: BLUE
- D** NET & POST SYSTEM
NET: MACGREGOR VARSITY 300
POST: BSN SPORTS EXTERNAL RATCHET POST, BLACK OR APPROVED EQUAL
- E** REMOVE EXISTING POST SAW CUT & REMOVE & REPLACE POSTS
- F** WINDSCREEN 9' HIGH DARK GREEN BSN SPORT #MT9PFCMX OR APPROVED EQUAL
- G** 10' CHAIN LINK FENCE BLACK VINYL COATED
- H** CHAIN LINK FENCE PEDESTRIAN GATE MINIMUM 36" WIDTH CLEARANCE
- I** REMOVE EXISTING CHAIN LINK FENCING

JEFFORDS PARK
SYLVESTER, GA.

PROJECT NUMBER:
DATE: 3/21
SCALE: 1"=20'

SHEET TITLE:
TENNIS COURTS



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