

City of Hampton
Workshop / Council Meeting
June 14, 2016 @ 6:00 p.m.
Hampton City Hall

Workshop Meeting:

City Manager, Tommy Engram will discuss items with Mayor and Council.

Adjourn:

Regular Meeting:

Invocation

Pledge to Flag

Presentation

Mayor and Council to present the annual RW Coley Award.

Approval of Minutes:

Workshop/Council Meeting minutes May 10, 2016

Invited Guest:

Public comment:

Old Business:

New Business:

Mrs. Candy Franklin wishes to discuss with Council parking at 37 East Main Street South.

Resolution No. 16-08, a Resolution to authorize the transfer of certain real property to the Hampton Downtown Development Authority.

Resolution No. 16-10, a Resolution authorizing the Mayor of the City of Hampton to execute an agreement for city park playground equipment and installation.

Resolution No. 16-11, a resolution authorizing the Mayor of the City of Hampton to execute a contract for City Hall improvements.

Resolution No. 16-12, a resolution authorizing the Mayor of the City of Hampton to accept a proposal for the installation of a city message sign.

Resolution No. 16-13, a resolution authorizing the Mayor of the City of Hampton to execute a contract with BL Craven, Inc. for construction of a pavilion and concessions at McBrayer Park.

Council to approve/disapprove reappointment of Britt Evans and Glenn Golden to the Main Street Advisory Board for a two-year term.

City of Hampton
Workshop / Council Meeting
June 14, 2016 @ 6:00 p.m.
Hampton City Hall

Council to approve/disapprove the recommendation of the City Manager to appoint Pat Watson as City Clerk to become effective June 30, 2016.

Council to approve/disapprove the recommendation of the City Manager to appoint Tiffany Wilson as Deputy City Clerk to become effective June 30, 2016.

Executive Session

Adjourn meeting



CITY OF HAMPTON

17 East Main St, South *P.O. Box 400* Hampton, GA 30228*770-946-4306

Commercial Business License Application

~~ID # 1100 # 3001000~~

Business/Company Name: All My Treasures
 Business Location: 37 East Main South Suite/Apt _____
 City: Hampton State: Georgia Zip: 30228
 Business Phone #: (1678-763-1889)
 Mailing Address: 37 East Main South Suite/Apt _____
 City: Hampton State: GA Zip: 30228
 Business Owner: Candy Franklin Title: owner
 Home Address: 39 WEST MAIN Suite/Apt: _____
 City: Hampton State: GA Zip: 30228
 Email Address: Franklin.candace@hotmail.com
 Web address: _____

*Parent ID:
407-02002001

allmytreasures37@gmail.com

TBA

Promoted on the City of Hamptons website? YES NO

Home Phone #: 6
Cell Phone #: 678 763 1889

Description of Business

Upcycled & upscale collectibles & antiques.

If seating is applicable, how many seats? _____

Please provide a site plan with the square footage of location for planning and zoning review

State Licensure from Secretary of State, if applicable #: _____

Certificates or other credentials applicant has received pertaining to business:

OCCUPATION TAX AMOUNTS

Fees are based on the number of Employees

An employee is defined as any individual that exerts efforts within the State of Georgia for the purpose of soliciting business or serving customers and/or clients. The City may request supporting information such as Wage or Tax Reports to determine the accuracy of information. All License expire December 31st of the current year issued.

Please check one

- 0-3 Employees -\$40.00
- 3-8 Employees -\$60.00
- Over 8 Employees -\$90.00

Tax Amount: \$ _____

Administrative Fee: \$ 10.00

Amount Due: \$ 50.00

License Procedures

- 1) - once you have returned your application back to the City Of Hampton Business License Clerk will forward your application and site plan with square footage to the Henry County Planning and Zoning Department for the review of your application. Once approved, you will receive a phone call from the business license clerk to proceed. If denied, you may request to go before the council for a final review.
- 2) - After approval from planning and zoning your application will be sent to JD Matthews with the City of Hampton and Henry County Fire Department. It is the applicant's responsibility to make arrangements for inspections.
- 3) - This is one of our Committees appointed to ensure our Historical District is kept within the guidelines that have been set forth by the City. This is a free service; however, *required* if Business is located on East Main St. Historical District.
- 4) - Department of Agriculture and Health Department inspections must be completed before and turned in for the business license can be issued
- 5) Once all permits, C/O's, and the application has been signed off the Business License Clerk will give the applicant a call to pick up the license.

I, Candace Strambler confirm that the facts stated on this application are true. I understand that any fraudulent statement is grounds for termination of this application and revocation of the certificate. I understand that my business is operated in agreement according to Federal, State, and

Local laws/ordinances and regulations.

Date: April 18, 2016

Signature: Candace Strambler

----- OFFICE USE ONLY -----

City Manager or City Clerk _____ Date: _____

Certificate of Occupancy: _____ Date: _____

Fire Department Inspection: _____ Date: _____

Health Department: _____ Date: _____

Department of Agriculture: _____ Date: _____

Planning and Zoning: (Denial) Date: 5/17/16



Date Received: 5/11/16

Business License Zoning & Parking Review Form (HC)

Planning & Zoning Director, Dannie' Gibbs
For Office Staff Only

Name of Business: All My Jewels

Business Address: 37 East Main St, ^(South) Hampton, GA 30228

Description of Business: Retail (collectibles and antiques)

Parcel ID Number: H07-02002001

Land Lot/District: LL 113 / 3rd

Zoning: C2 (Permitted)

Zoning Conditions?: If so, attach copies. _____

COH Required Parking: 1200 sq ft gross area space + 1 loading space (2500 sq ft)

Square footage of Space/
of Employees: 1200 sq ft / 0-3 Employees

Total Parking Needed: 6 spaces

Current Number of Parking Spaces: 10 spaces (grass + un-marked)

Number of spaces occupied by other tenants: None

Site Visit Required: No

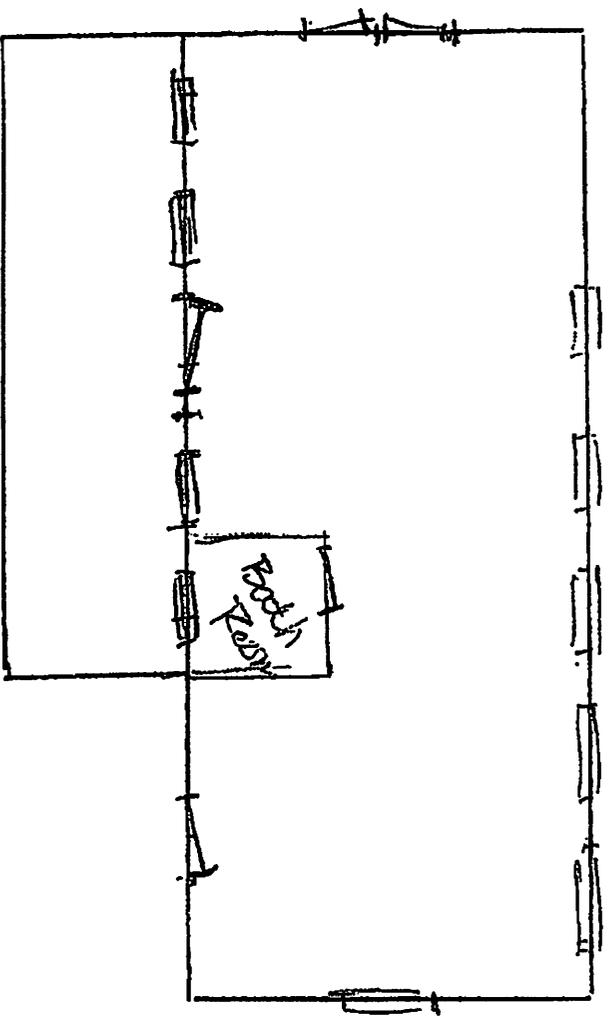
Date of Site Visit: N/A

Comments: Parking area is grass and unmarked

Planner Signature: _____

Date Approved/Denied: 5/12/16

37 East Main St. S.
Hampton, GA 30228
O. Franklin
678-763-1889



53' x 22' Bldg.
38 x 10' Paved
1" = 10'



**GEORGIA
CORPORATIONS
DIVISION**

**GEORGIA SECRETARY OF
STATE
BRIAN P. KEMP**

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	All My Treasures LLC	Control Number:	15099665
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
NAICS Code:	Any legal purpose	NAICS Sub Code:	
Principal Office Address:	37 EAST MAIN STREET SOUTH, HAMPTON, GA, 30228, USA	Date of Formation / Registration Date:	9/25/2015
State of Formation:	Georgia	Last Annual Registration Year:	2016

REGISTERED AGENT INFORMATION

Registered Agent Name: **CANDACE FRANKLIN, S.**
Physical Address: **37 EAST MAIN STREET SOUTH, Henry, HAMPTON, GA, 30228, USA**

[Back](#) [Filing History](#) [Name History](#)
[Return to Business Search](#)

City of Hampton

Council Agenda Item

- Information Only
- Recommendation
- Policy Discussion
- Status Report
- Other

Subject: Resolution to transfer the Wilson House to the Downtown Development Authority (DDA) for the purpose of conveying that property to the Southern Crescent Sexual Assault Center and Child Advocacy Center (SCSAC-CAC) Board.

Date: 06022016

Budget Information:

Revenues: \$7,200

Expenses:

Annual Operating Expense:	\$ 16,000 (2016 budget)
Capital Expense:	\$ N/A
Other:	\$

Funding Source: n/a

Council Action Requested date: 06142016

Purpose: Transfer real property known as the Wilson House to the DDA. The DDA will subsequently transfer this property to the SCSAC-CAC.

History:

- 1) At the January retreat, Council Members expressed interest in conveying the Wilson House property to the SCSAC-CAC.
- 2) The Board of SCSAC-CAC has indicated its desire to take title to the property.

- 3) In their April, 2016, meeting, the DDA Board voted to facilitate the transfer of this property, if the Mayor and Council so desire.
- 4) This proposal was presented at the 05102016 Council Workshop.

Facts and Issues:

- 1) SCSAC-CAC presently pays the city a rent of \$600 per month (\$7,200 annually) for the Wilson House.
- 2) The maintenance for the facility is paid by the city. In 2015, the city spent \$6,928 for contractors doing maintenance of the Wilson House.
- 3) The city presently mows the grass and trims the hedges on a bi-weekly schedule during the spring, summer, and fall and handles routine maintenance.
- 4) SCSAC-CAC reports that office space is exhausted and has requested that the cabin behind the Wilson House be completely renovated so that it may be used as office space. A preliminary estimate for this work is ~\$50,000.
- 5) SCSAC-CAC would like to add additional facilities on the property as needs arise.
- 6) The document transferring the Wilson House to the SCSAC-CAC will include a claw-back provision requiring that ownership revert to the city should the present use be discontinued for any reason.

Options:

- 1) Mayor and Council approve transferring the Wilson House to the DDA.
- 2) Mayor and Council do not approve transferring the Wilson House to the DDA.
- 3) Mayor and Council define another option.

Administrative Comments: None.

Administrative Recommendation: Option #1



Manager

06072016

Date

RESOLUTION NO. 16-08

A RESOLUTION TO AUTHORIZE THE TRANSFER OF CERTAIN REAL PROPERTY TO THE HAMPTON DOWNTOWN DEVELOPMENT AUTHORITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing authority of the City of Hampton, Georgia (the “City”), is the duly elected Mayor and City Council thereof; and

WHEREAS, the Hampton Downtown Development Authority (the “DDA”) was created pursuant to the provisions of the Downtown Development Authorities Law (O.C.G.A. § 36-42-1 *et seq.*); and

WHEREAS, the City owns certain real property located at 2 West Main Street, said property being more particularly described in Exhibit “A” attached hereto and incorporated herein (the “Property”); and

WHEREAS, the City finds that it has the power to transfer the Property to the DDA to be used for public purposes (see City Charter Sec. 1.12(6) and O.C.G.A. § 36-37-6(e)(2)(D)); and

WHEREAS, the City believes it is in the public’s best interests to authorize the transfer of the Property to the DDA who, in turn, shall sell or transfer the Property to another party in furtherance of its statutory duties and for public purposes;

NOW THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS WERE ADOPTED:

1. **BE IT RESOLVED** that the City does hereby authorize the transfer of the Property to the DDA pursuant to the provisions of O.C.G.A. § 36-376(e)(2)(D)) to be used for public purposes.

2. **BE IT FURTHER RESOLVED** that the Mayor and City Clerk are hereby authorized to execute on behalf of the City a warranty deed any and all such legal documents that are necessary for the transfer of the Property to the DDA, said documents to be prepared by the City Attorney.

3. **BE IT FURTHER RESOLVED** that all acts taken by the City prior to this Resolution concerning the transfer of the Property to the DDA and the negotiations thereof are hereby ratified and approved.

4. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY ADOPTED this 16th day of June, 2016.

CITY OF HAMPTON, GEORGIA

STEVE HUTCHISON, Mayor

ATTEST:

KIM DRINKALL, City Clerk

(seal)

EXHIBIT "A"

All that tract or parcel of land lying and being in City of Hampton, Land Lots 249 and 113 of the 6th and 3rd Districts, Henry County, Georgia, and bounded as follows: North by Oak Street, East by West Main Street and McMahon lot; South by said McMahon lot and David Morris lot; West by J. L. Henderson, Sr. lot; this being improved property known as W. P. Wilson home, and measures as follows:

Starting at the Northwest corner of concrete slab, running East along Oak Street 328 feet East to concrete sidewalk; thence South along West Main Street 156 feet to an iron stake, thence West 235 feet to a corner post; thence South 159 feet to an iron pipe; thence West 100 feet to an iron pipe; thence North 288 feet to the starting corner.

This being the same property conveyed from William K. Riley to Anthony Sisco and Sherill Sisco via Warranty Deed at Deed Book 6675, Page 247, Henry County, Georgia Records.

LESS AND EXCEPT THE FOLLOWING:

All that tract or parcel of land lying and being in Land Lot 113 of the 3rd Land District of Henry County, State of Georgia as shown on plat of survey for Hampton United Methodist Church dated June 21, 2007, being 0.347 acres, identified as Tract 3 on said plat of survey recorded at Deed Book 10366, Page 186, Henry County, Georgia Records.

This being the same property conveyed from Anthony Sisco and Sherill Sisco to the Trustees of Hampton United Methodist Church, Inc. via Warranty Deed at Deed Book 10366, Page 184, Henry County, Georgia Records.

City of Hampton

Council Agenda Item

Subject: Proposal for a tiny tot playground at McBrayer Park.

Recommendation

Policy Discussion

Status Report

Other

Date: 06022016

Budget Information:

Revenues: -

Expenses:

Annual Operating Expense: \$

Capital Expense: \$ 23,910

Other: \$

Funding Source: \$11,000 from service upgrades and \$12,910 from capital improvements.

Council Action Requested date: 06142016

Purpose: Provide an additional recreational amenity for younger children at McBrayer Park.

History:

- 1) This project has been on hold for some time for budget reasons.
- 2) The Council agreed to make a portion of the reserve funds available to upgrade the services we provide to our citizens.
- 3) The Parks and Rec Committee met in April and selected a particular product for this proposal.

4) This proposal with all pricing and specifications was presented at the 05102016 Council Workshop.

Facts and Issues:

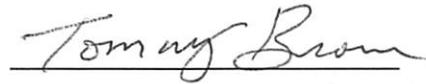
1) Public Works identified a location near the east pavilion that would cause the least problem for access of maintenance vehicles.

Options:

- 1) Mayor and Council approve a resolution for Mayor to sign agreement.
- 2) Mayor and Council do not approve a resolution for Mayor to sign agreement.
- 3) Mayor and Council defined option.

Department Recommended Action: Option #1

Department: Public Works

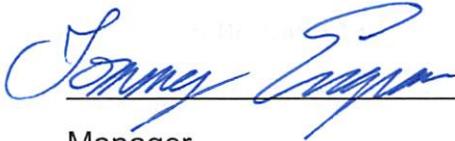


Director

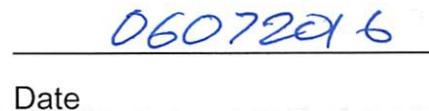
Date

Administrative Comments: None.

Administrative Recommendation: Option #1



Manager



Date

RESOLUTION NO. 16-10

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF
HAMPTON TO EXECUTE AN AGREEMENT FOR CITY PARK
PLAYGROUND EQUIPMENT AND INSTALLATION**

WHEREAS, the City of Hampton (“City”) is in the process of constructing improvements to the City’s parks; and

WHEREAS, the City is seeking a qualified and responsible contractor to provide playground equipment and installation and desires to enter into a contract with same; and

WHEREAS, the City sought out and obtained proposals from interested contractors; and

WHEREAS, the proposals and any documents provided were evaluated by the City to ensure compliance; and

WHEREAS, the Hampton City Council (“Council”), after reviewing and evaluating each contractor’s proposal, has determined that the apparent low reliable and qualified bidder is Playworld Preferred with a bid of \$23,910.00;

**NOW THEREFORE, UPON MOTION BEING DULY MADE AND
SECONDED, THE FOLLOWING RESOLUTIONS WERE ADOPTED:**

- 1. BE IT RESOLVED** that the Council accepts the proposal of Playworld Preferred in the amount of \$23,910.00 for playground equipment and installation.
- 2. BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to execute on behalf of the City an agreement in the form attached hereto as Exhibit

“A”, under the terms and conditions contained therein, a notice to proceed, and any other documents necessary to implement the terms of the contract.

3. **BE IT FURTHER RESOLVED** that attestation of the signature of
of
the Mayor shall not be required.

4. This Resolution shall become effective immediately upon its adoption by the Council.

This the 14th day of June, 2016.

CITY OF HAMPTON, GEORGIA

Steve Hutchison, Mayor

ATTEST:

Kim Drinkall, City Clerk

(SEAL)



City of Hampton
Hampton, GA 30228

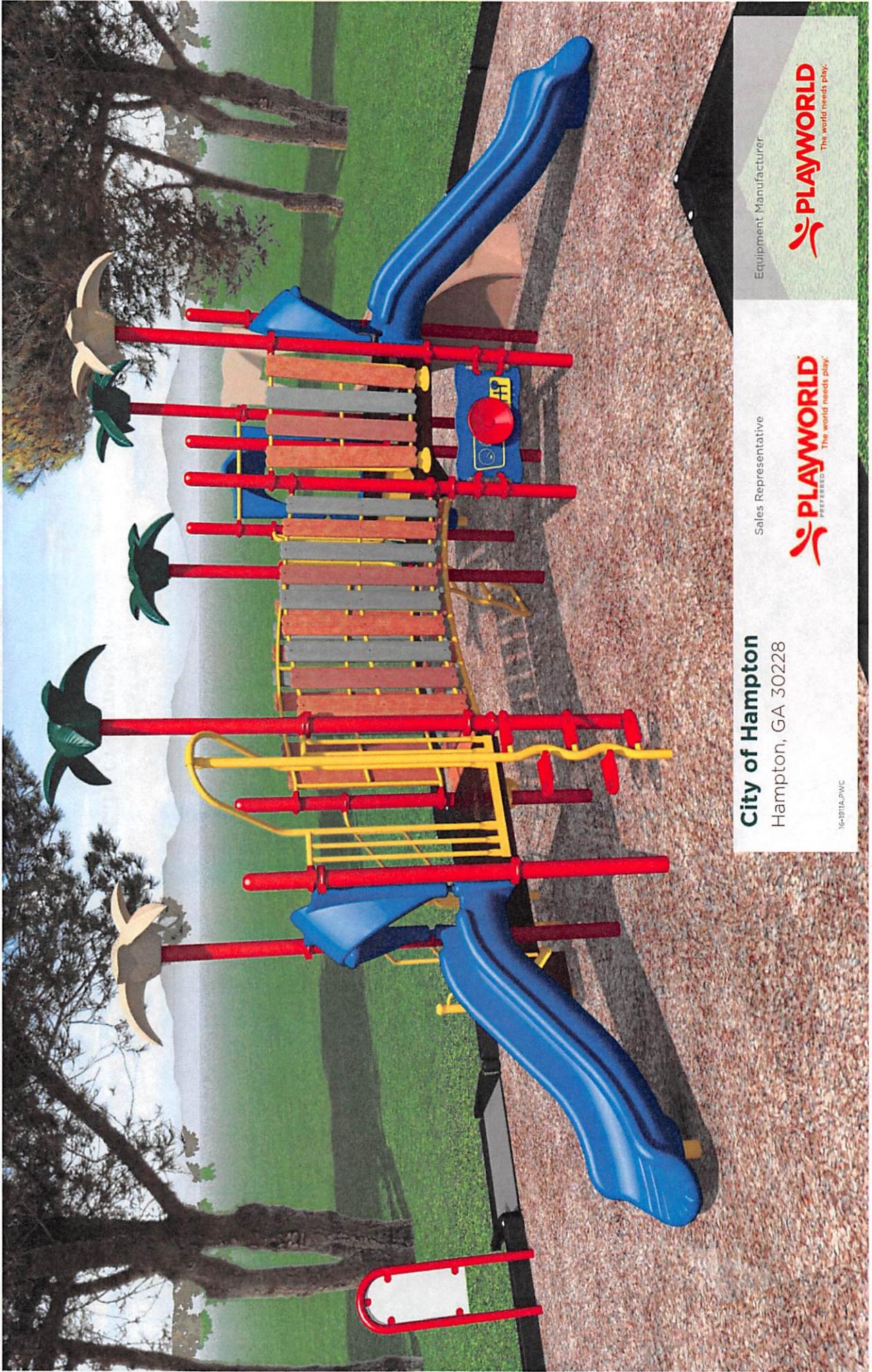
Sales Representative

PLAYWORLD
PREFERRED The world needs play.

Equipment Manufacturer

PLAYWORLD
The world needs play.

16-1971A-PWC



City of Hampton
Hampton, GA 30228

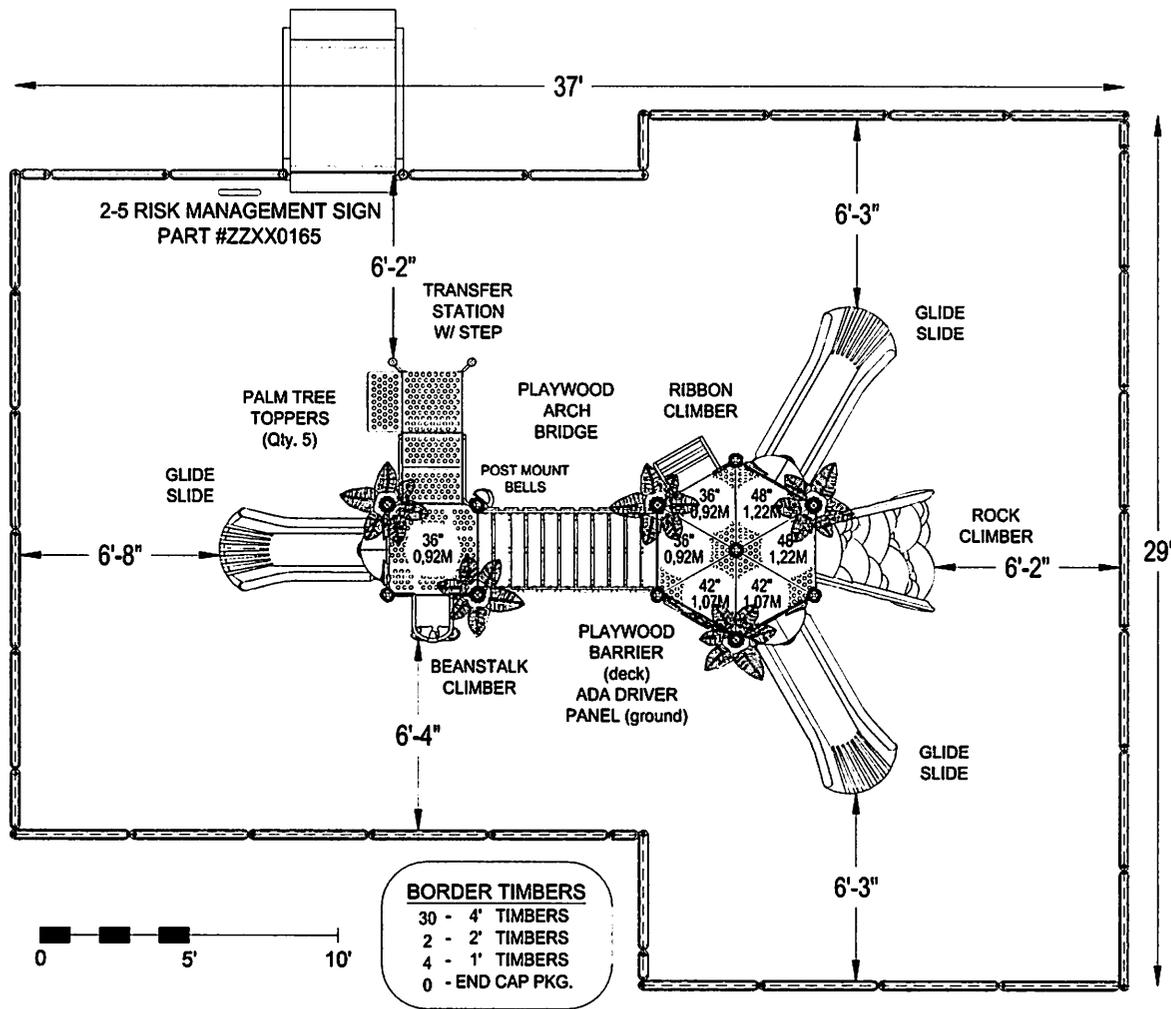
Sales Representative



Equipment Manufacturer



16-0911A-PWC



*PLAYGROUND SUPERVISION REQUIRED



PLAYWORLD PREFERRED
 10115 Kinsey Ave., Suite 144
 Huntersville, NC 28078
 1-800-459-7241

EQUIPMENT SIZE:
 23'10" x 16'3" x 10'9"

USE ZONE:
 37' x 29'

AREA: 926 SqFt. PERIMETER: 132 Ft.

FALL HEIGHT:
 4 Ft.

USER CAPACITY: 39 AGE GROUP: 2-5

ADA SCHEDULE	Total Elevated Play Activities: 7		
	Total Ground-Level Play Activities: 3		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	4	2	2
Provided	7	3	2

- ✓ ASTM F1487-11
- ✓ CPSC #325



PROJECT NO: 16-1911A.PWP SCALE: 1/4"=1'-0"

DRAWN BY: R. DIEFFENBACH Paper Size

DATE: 29-APR-16 **B**

CITY OF HAMPTON
 HAMPTON, GA 30228

City of Hampton

Design Number: 16-1911A - Bill Of Material

Ref. No.	Part No.	Description	Quantity
Posts			
1	ZZCH0018	3.5in OD x 124in STEEL POST W/RIVETED CAP	2
2	ZZCH0028	3.5in OD x 136in STEEL POST W/ RIVETED CAP	4
3	ZZCH0039	3.5in OD x 148in STEEL POST W/O CAP	2
4	ZZCH0049	3.5in OD x 160in STEEL POST W/O CAP	3
Decks & Kick Plates			
5	ZZCH0616	SQUARE COATED DECK ASSEMBLY	1
6	ZZCH0617	TRIANGULAR COATED DECK ASSEMBLY	6
7	ZZCH2530	12in DECK TO DECK KICK PLATE	1
8	ZZUN2290	COATED DECK TO DECK CONNECTION KIT	3
ADA Items			
9	ZZCH2006	TRANSFER STATION (36in DECK)	1
10	ZZUN2019	APPROACH STEP FOR TRANSFER STATION	1
Slides			
11	ZZCH3126	GLIDE SLIDE (48in DECK)	2
12	ZZCH3127	GLIDE SLIDE (36in DECK)	1
Activity Panels			
13	ZZCH4406	ACCESSIBLE DRIVING PANEL	1
Barriers			
14	ZZCH4659	PLAYWOOD WALL BARRIER	1
Climbers			
15	ZZCH7439	ROCK CLIMBER (48in DECK)	1
16	ZZCH8100	BEANSTALK CLIMBER (36in DECK)	1
17	ZZCH8289	RIBBON CLIMBER (36in DECK)	1
Bridges			
18	ZZCH6958	6ft PLAYWOOD ARCH BRIDGE	1
Audible Activities			
19	ZZCH4556	7in BELL (POST MOUNT)	1
20	ZZCH4558	9in BELL (POST MOUNT)	1
Roofs & Arches			
21	ZZCH9809	PALM TREE TOPPER	5
Additional Tool & Maintenance Kits			
22	ZZCHGUID	CHALLENGER GUIDELINES	1
23	ZZUN9910	SURFACING WARNING LABEL KIT	1
24	ZZUN9930	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	1



City of Hampton

Design Number: 16-1911A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
1	ZZXX0165	1	2-5 YEARS OLD RISK MANAGEMENT SIGN	N/A	42.75			170	0	1.50	0.07	0
2	ZZXX8905	1	WHEELCHAIR ACCESS RAMP - BORDER TIMBER	N/A	213.68			456	0	1.00	0.00	0
3	ZZXX9409	4	1ft BORDER TIMBER w/STAKE	N/A	22.04			52	0	1.00	0.00	0
4	ZZXX9410	2	2ft BORDER TIMBERS w/STAKE	N/A	15.22			32	0	0.50	0.00	0
5	ZZXX9430	30	4ft BORDER TIMBERS w/STAKE	N/A	309.30			597	0	7.50	0.00	0
6	ZZCH0018	2	3.5in OD x 124in STEEL POST W/RIVETED CAP	Certified	77.82			108	0	2.00	0.25	0
7	ZZCH0028	4	3.5in OD x 136in STEEL POST W/ RIVETED CAP	Certified	174.04			234	0	4.00	0.50	0
8	ZZCH0039	2	3.5in OD x 148in STEEL POST W/O CAP	Certified	92.42			117	0	2.00	0.25	0
9	ZZCH0049	3	3.5in OD x 160in STEEL POST W/O CAP	Certified	149.73			191	0	3.00	0.38	0
10	ZZCH0616	1	SQUARE COATED DECK ASSEMBLY	Certified	54.86			174	3	1.00	0.00	0
11	ZZCH0617	6	TRIANGULAR COATED DECK ASSEMBLY	Certified	179.40			719	12	6.00	0.00	0
12	ZZCH2530	1	12in DECK TO DECK KICK PLATE	Certified	8.85			17	0	0.50	0.00	0
13	ZZUN2290	3	COATED DECK TO DECK CONNECTION KIT	Certified	0.87			11	0	1.50	0.00	0
14	ZZCH2006	1	TRANSFER STATION (36in DECK)	Certified	145.80			308	2	2.00	0.09	0
15	ZZUN2019	1	APPROACH STEP FOR TRANSFER STATION	Certified	35.83			72	1	1.00	0.04	0
16	ZZCH3126	2	GLIDE SLIDE (48in DECK)	Certified	239.46			983	6	4.00	0.06	2
17	ZZCH3127	1	GLIDE SLIDE (36in DECK)	Certified	99.73			374	3	2.00	0.03	1
18	ZZCH4406	1	ACCESSIBLE DRIVING PANEL	Certified	24.07			202	1	0.50	0.00	1
19	ZZCH4659	1	PLAYWOOD WALL BARRIER	Certified	47.22			85	0	0.50	0.00	0
20	ZZCH7439	1	ROCK CLIMBER (48in DECK)	Certified	136.38			555	3	2.00	0.03	1
21	ZZCH8100	1	BEANSTALK CLIMBER (36in DECK)	Certified	69.63			273	1	1.00	0.03	1
22	ZZCH8289	1	RIBBON CLIMBER (36in DECK)	Certified	35.02			101	2	1.50	0.06	1
23	ZZCH6958	1	6ft PLAYWOOD ARCH BRIDGE	Certified	327.89			434	3	2.50	0.00	1
24	ZZCH4556	1	7in BELL (POST MOUNT)	Certified	4.61			41	1	0.25	0.00	1
25	ZZCH4558	1	9in BELL (POST MOUNT)	Certified	6.21			45	1	0.25	0.00	1
26	ZZCH9809	5	PALM TREE TOPPER	N/A	71.65			535	0	2.50	0.00	0



City of Hampton

Design Number: 16-1911A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
27	ZZCHGUID	1	CHALLENGER GUIDELINES	N/A	0.00			1	0	0.25	0.00	0
28	ZZUN9910	1	SURFACING WARNING LABEL KIT	Certified	0.05			1	0	0.25	0.00	0
29	ZZUN9930	1	PIPE SYSTEMS MAINTENANCE KIT W/ AEROSOL	N/A				90				
Totals:					2,584.53	542	483	6,976	39	52.00	1.78	10
					1,163.04 Kg	244 Kg	217 Kg	7 Metric Tons				1.35 m3



City of Hampton

Design Number: 16-1911A - Compliance and Technical Data

Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	Post-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number 16-1911A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





QUOTE

10115 Kinsey Avenue, Suite 144 - Huntersville, NC 28078
 P: 1-800-459-7241 F: 704-584-1034

Date	Quote #
5/3/2016	PWCQ9953
Quote valid for 30 days.	

Bill To:
City of Hampton Tommy Engram 17 East Main Street South Hampton, GA 30228 P: (770) 946-4306 F: tengram@hamptonga.gov

Site/End User:
City of Hampton Tommy Engram 17 East Main Street South Hampton, GA 30228 P: (770) 946-4306 F: tengram@hamptonga.gov

Ship To:
City of Hampton Tommy Engram 17 East Main Street South Hampton, GA 30228 P: (770) 946-4306 F: tengram@hamptonga.gov

50% Deposit Required.
 See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Carlton Burr	Carlton Burr

Qty	Item #	Description	Unit Price	Ext. Price
1	WIN-1652	Respite *Sale Price Valid January 18, 2016 through June 30, 2016*	\$13,962.00	\$13,962.00
32	APS-Border12*	12" Playground Border with Spike	\$35.00	\$1,120.00
4	ZZXX9409	1ft BORDER TIMBER w/STAKE	\$32.00	\$128.00
1	APS-ADAHalfRam	ADA Half Ramp System for use with 8" or 12" borders	\$500.00	\$500.00
40	EWf-WC	"Woodcarpet" Engineered Wood Fiber IPEMA and ASTM Certified	\$18.75	\$750.00
40	Install EWF	Installation of Wood Fiber *priced per cubic yard	\$10.00	\$400.00
1	Install-EQ	Installation of Equipment **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing.	\$4,787.00	\$4,787.00

Qty	Item #	Description	Unit Price	Ext. Price
			SubTotal	\$21,647.00
			Tax Rate	7.00 %
			Sales Tax	\$0.00
			Shipping	\$2,263.00
			Total	\$23,910.00

**We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.**

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its on going warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

Send Signed Quote & Deposit To:
Playworld Preferred
Attn: Signed Quote
10115 Kinsey Avenue, Suite
144
Huntersville, NC 28078



Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated.

Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.)

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

Past due balances are subject to a one and one-half (1.5%) percent monthly finance charge, but in no event will the late payment finance charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playworld Preferred in the enforcement of its rights hereunder.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

City of Hampton Council Agenda Item

Subject: Proposal for the design of City Hall renovations.

- Information Only
- Recommendation
- Policy Discussion
- Status Report
- Other

Date: 06022016

Budget Information:

Revenues:

Expenses:

Annual Operating Expense:	\$
Capital Expense:	\$ 11,750
Other:	\$

Funding Source: SPLOST IV (2017)

Council Action Requested date: 06142016

Purpose:

Provide drawings and bid specifications for the renovation of City Hall.

History:

- 1) Council Members have expressed an interest in adding a gabled, standing seam metal roof for City Hall to better blend in with the design of the Depot and HPD.
- 2) This vendor designed and managed the construction of the recent HPD renovation.

3) This proposal was presented at the 05102016 Council Workshop.

Facts and Issues:

- 1) The heating/AC system has experienced a number of maintenance problems and air flows are not balanced.
 - 2) There is a leak in the existing roof affecting the area in the storage room.
 - 3) There is presently no way to limit customer access to the building. Utility customers must traverse the length of the building to access the business office.
 - 4) A resolution has been prepared to approve the Mayor signing the contract.
-

Options:

- 1) Mayor and Council approve the resolution to sign the contract.
 - 2) Mayor and Council do not approve the resolution to sign the contract.
 - 3) Mayor and Council defined option.
-

Department Recommended Action: Option #1.

Department: City Hall

P. Watson

6-7-16

Deputy Clerk

Date

Administrative Comments: None

Administrative Recommendation: Option #1

Tommy Taylor

06072016

Manager

Date

RESOLUTION NO. 16-11

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF
HAMPTON TO EXECUTE A CONTRACT FOR CITY HALL
IMPROVEMENTS**

WHEREAS, the City of Hampton (“City”) is in the process of constructing improvements to City Hall; and

WHEREAS, the City is seeking a qualified and responsible contractor to provide design services for the planning and construction and desires to enter into a contract with same; and

WHEREAS, the City sought out and obtained proposals from interested contractors; and

WHEREAS, the proposals and any documents provided were evaluated by the City to ensure compliance; and

WHEREAS, the Hampton City Council (“Council”), after reviewing and evaluating each contractor’s proposal, has determined that the apparent low reliable and qualified bidder is Precision Planning, Inc. with a bid of \$11,750.00;

**NOW THEREFORE, UPON MOTION BEING DULY MADE AND
SECONDED, THE FOLLOWING RESOLUTIONS WERE ADOPTED:**

1. **BE IT RESOLVED** that the Council accepts the proposal of Precision Planning, Inc. in the amount of \$11,750.00.

2. **BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to execute on behalf of the City a contract in the form attached hereto as Exhibit "A",

{Doc: 01604168.DOCX}

under the terms and conditions contained therein, a notice to proceed, and any other documents necessary to implement the terms of the contract.

3. **BE IT FURTHER RESOLVED** that attestation of the signature of the Mayor shall not be required.

4. This Resolution shall become effective immediately upon its adoption by the Council.

This the 14th day of June, 2016.

CITY OF HAMPTON, GEORGIA

Steve Hutchison, Mayor

ATTEST:

Kim Drinkall, City Clerk

(SEAL)



April 1, 2016

Tommy Engram, City Manager
City of Hampton
17 E. Main Street South
Hampton, GA 30228

**Re: Hampton City Hall Renovations
Preliminary Design Services Proposal**

Dear Mr. Engram:

Precision Planning, Inc. (PPI) is pleased to submit this proposal for professional design services to the City of Hampton (Client). This Scope of Services and Fee Proposal are based upon Kent Snyder's discussions with you at your meeting on March 28, 2016 and our experience with projects of a similar scope.

Project Understanding

It is our understanding that the Client plans to renovate the existing City Hall building, including reconfiguration of public and staff separation, reception window modifications, restroom upgrades, replacement of the roof with a new sloped structure and standing seam metal roof, and replacement of HVAC systems throughout. PPI will provide As-Built Services, Conceptual Design, Cost Estimating and Final Report per the Scope of Services outlined below.

Project Scope of Services

I. As-Built Services

- A. PPI will meet with the Client to review goals and objectives for the project.
- B. PPI will visit the site to measure existing building conditions.
- C. PPI will prepare an As-Built Floor Plan of the existing building in CAD for use in Conceptual Design.
Note: Detailed As-Built of ceilings, lighting, and power locations are not included.

II. Conceptual Design

- A. PPI will develop a Conceptual Floor Plan illustrating the proposed renovation and will submit to the Client for review and comment. One (1) revision to the floor plan is included.
- B. PPI will develop a 3D exterior rendering of the facility, illustrating the new metal roof, for submittal to the Client. One (1) revision to the rendering is included.

III. Cost Estimating and Final Report

- A. PPI will develop a preliminary Opinion of Probable Cost, including anticipated hard costs and soft costs.
- B. PPI will prepare a Final Report to include the following documents:
 - As-Built Floor Plan
 - Conceptual Floor Plan
 - Conceptual 3D Rendering
 - Opinion of Probable Cost
- C. PPI will provide the Final Report to the Client in hard copy (3 reports included) and electronic media.

Project Compensation

PPI agrees to perform the services outlined above for a **Lump Sum Fee of \$11,750.00**

Note: Reimbursable expenses such as printing and mileage are included in this fee.

Tommy Engram, City Manager
City of Hampton
April 1, 2016
Page 2

Project Schedule

PPI will begin services immediately upon receipt of an executed agreement. PPI will work with Client to determine an overall project schedule.

Project Additional Services

The following are additional services which may be provided and may be invoiced according to the attached Schedule of Hourly Rates:

1. Additional meetings required or requested by the Client.
2. Additional revisions to design documents requested by the Client.
3. Services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule.
4. Engineering building evaluations.
5. Detailed Architectural, Civil, Structural, Mechanical, Plumbing and Electrical Engineering services.
6. Bidding and Construction Administration services.

Exclusions:

Testing services, including tests for hazardous materials and soils testing, are not included within this scope of services.

We look forward to the opportunity to work with the City of Hampton on this project. If you find this proposal acceptable, please sign the authorization below and return one executed copy to PPI (via email is acceptable). Thank you and we look forward to working with you!

Sincerely,



Elizabeth A. Hudson, AIA
Senior Vice President, LEED® AP

LH

g:\document\16\16-015\1502\hampton\city hall renovation\pre-design proposal 040116.doc

Schedule of Hourly Rates

Authorization given this _____ day of
_____, 2016

By: _____

Title: _____

SCHEDULE OF HOURLY RATES

2016

<u>Billing Category</u>	<u>Hourly Rate</u>
Principal-in-Charge	\$150.00/Hour
Project Architect/Project Manager	\$130.00/Hour
Job Captain	\$90.00/Hour
Intern Architect	\$80.00/Hour
Interior Designer	\$80.00/Hour
Project Administrator	\$90.00/Hour
Civil Engineer	\$130.00/Hour
Structural Engineer	\$130.00/Hour
Mechanical/Plumbing Engineer	\$125.00/Hour
Electrical Engineer	\$135.00/Hour
Surveying – 3 Man Crew	\$160.00/Hour
Surveying Tech	\$90.00/Hour
Cost Estimator	\$110.00/Hour

STANDARD GENERAL CONDITIONS

- A. All original preliminary and final design documents, including worksheets, notes and calculations, being instruments of services, shall remain the sole property of Precision Planning, Inc. Owner/Client to be provided reproducible if requested.
- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.
- D. It is agreed that the Owner/Client will limit any and all liability for any damage on account of any error, omission or other professional negligence to a sum not to exceed \$50,000.00 or the amount of the fee, whichever is greater. If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.
- E. The Owner/Client agrees to defend, indemnify and hold Precision Planning, Inc. harmless from any claim, liability or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposure allegedly caused by Precision Planning, Inc.'s performance of services hereunder, except for injury or loss caused by the sole negligence or willful misconduct of Precision Planning, Inc.
- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.
- ~~H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.~~

~~NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.~~

Tommy Engram, City Manager
City of Hampton
April 1, 2016
Page 5

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, we shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. We shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. This agreement may be terminated by either party by ten (10) days written notice. Outstanding fees for any services performed prior to termination shall be due and payable upon termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.

City of Hampton

Council Agenda Item

Subject: Proposal for one digital message board near the depot.

- Information Only
- Recommendation
- Policy Discussion
- Status Report
- Other

Date: 05092016

Budget Information:

Revenues:

Expenses:

Annual Operating Expense:	\$
Capital Expense:	\$ 21,650
Other:	\$

Funding Source: Service upgrades

Council Action Requested date: 06142016

Purpose:

This is the first phase of a plan to improve citizen information by installing digital message boards at a minimum of two locations in the city.

History:

- 1) A previous lighted sign in this location was removed in 2014 due to persistent maintenance issues.
 - 2) Citizens and Council Members have asked for the installation of digital message boards.
-

Facts and Issues:

- 1) The proposed contract includes a five-year guarantee on parts plus a five-year insurance policy to pay for any necessary labor for repairs.
- 2) The proposal is for a newer vintage of LED sign featuring software rather than mechanical control. Fewer moving parts should result in less maintenance.
- 3) The sign will be controlled using existing computer hardware via the existing HPD/City Hall Wi-Fi.
- 4) A resolution has been drafted to authorize the Mayor to sign the purchase agreement.

Options:

- 1) Mayor and Council approve the resolution for the Mayor to sign the agreement.
- 2) Mayor and Council do not approve the resolution for the Mayor to sign the agreement
- 3) Mayor and Council defined option.

Department Recommended Action: Option #1.

Department: City Hall

P. Watson

Director

6-7-16

Date

Administrative Comments: None.

Administrative Recommendation: Option #1

Tommy Engman

Manager

0607 2016

Date

RESOLUTION NO. 16-12

**A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF
HAMPTON TO ACCEPT A PROPOSAL FOR THE INSTALLATION OF
A CITY MESSAGE SIGN**

WHEREAS, the City of Hampton ("City") is in the process of constructing a new message sign in the City; and

WHEREAS, the City is seeking a qualified and responsible contractor to install the message sign and desires to enter into an agreement with same; and

WHEREAS, the City sought out and obtained proposals from interested contractors; and

WHEREAS, the proposals and any documents provided were evaluated by the City to ensure compliance; and

WHEREAS, the Hampton City Council ("Council"), after reviewing and evaluating each contractor's proposal, has determined that the apparent low reliable and qualified bidder is Quality Signs and Services, Inc. with a bid of \$21,650.00;

NOW THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS WERE ADOPTED:

1. **BE IT RESOLVED** that the Council accepts the proposal of Quality Signs and Services, Inc. in the amount of \$21,650.00 for a message sign and installation.

2. **BE IT FURTHER RESOLVED** that the Mayor is hereby authorized to accept on behalf of the City the proposal in the form attached hereto as Exhibit "A", under the terms and conditions contained therein, a notice to proceed, and any other documents necessary to implement the terms of the contract.

3. **BE IT FURTHER RESOLVED** that attestation of the signature of the Mayor shall not be required.

4. This Resolution shall become effective immediately upon its adoption by the Council.

This the 14th day of June, 2016.

CITY OF HAMPTON, GEORGIA

Steve Hutchison, Mayor

ATTEST:

Kim Drinkall, City Clerk

(SEAL)



Quality Signs and Services, Inc.

35 Oakdale Drive
Stockbridge, GA 30281

PROPOSAL

DATE	PROPOSAL #
4/19/2016	3955

Phone #
770-474-1083

Fax #
770-474-9305

CITY OF HAMPTON
TOMMY ENGRAM
PO BOX 400
17 EAST MAIN STREET SOUTH
HAMPTON, GA 30228

SALES REP	JOB NAME/ LOCATION	CONTACT PHONE#	Customer Fax
MBL	MESSAGE CNTR	404-316-9539	

	PROPOSAL		Total
1	37.8" X 75.6" DOUBLE SIDED LED MESSAGE CENTER, SINGLE POLE MOUNT IN EXISTING BRICK STRUCTURE NEAR DEPOT. -- MATRIX 60X120 (5 YEAR PARTS WARRANTY INCLUDED) ALSO INCLUDED IS TRAINING ON SOFTWARE.	20,000.00	20,000.00
1	5 YEAR LABOR WARRANTY	850.00	850.00
1	INSTALLATION OF MESSAGE CENTER ON SINGLE POLE CLIENT RESPONSIBLE FOR ANY AND ALL REQUIRED PERMITS. CLIENT RESPONSIBLE FOR ELECTRICAL SUPPLY TO SIGNS. ELECTRICAL REQUIREMENT FOR THIS MESSAGE CENTER 10 AMP, 120V	800.00	800.00

PAYMENT SHALL BE IN THE FORM OF CASH OR CHECK. 50% DEPOSIT IS REQUIRED ON ALL JOBS WITH BALANCE DUE DAY OF INSTALLATION. NO EXCEPTIONS. PROPOSAL MUST BE SIGNED AND DEPOSIT RECEIVED BEFORE ANY WORK BEGINS. YOU WILL BE LIABLE FOR ALL COST RELATED TO COLLECTIONS OF DELINQUENT INVOICES, INCLUDING COURT COSTS & ATTORNEY'S FEES. VENDOR CAN LEGALLY REPOSSESS SIGNS IF PAYMENT IS NOT RECEIVED AS INDICATED.

MBL

SIGNATURE:

X _____

Subtotal	\$21,650.00
Sales Tax (7.0%)	\$0.00
Total	\$21,650.00

DATE OF ACCEPTANCE

City of Hampton
Council Agenda Item

Subject: Proposal for a pavilion and concession stand at McBrayer Park.

- (X) Recommendation
- () Policy Discussion
- () Status Report
- () Other

Date: 06022016

Budget Information:

Revenues: 0

Expenses:

Annual Operating Expense:	\$
Capital Expense:	\$ 66,469.75
Other:	\$

Funding Source: Service upgrades.

Council Action Requested date: 06142016

Purpose: Provide additional amenities at McBrayer Park.

History:

- 1) The Council has expressed an interest in adding a pavilion and concession stand at McBrayer Park.
 - 2) This proposal with all drawings and specifications was presented to the Mayor and Council in the 05102016 Workshop.
 - 3) Two bids were received and this proposal is to approve the low bid.
-

Facts and Issues:

- 1) Citizens have complained that there are not sufficient seating and picnic facilities available in pavilions.
- 2) Hampton Elementary would like to use park pavilions for their summer lunch program which will substantially increase usage.
- 3) A concession stand will meet a need for drinks and snacks for splash pad parents.

Options:

- 1) Mayor and Council approve resolution to sign contract.
- 2) Mayor and Council do not approve resolution to sign contract.
- 3) Mayor and Council defined option.

Department Recommended Action: Option #1

Department: Public Works



Director

Date

Administrative Comments: None

Administrative Recommendation: Option #1



Manager

_____ 06072016

Date

RESOLUTION NO. 16-13

A RESOLUTION TO AUTHORIZE THE EXECUTION OF A CONTRACT WITH BL CRAVEN, INC. FOR CONSTRUCTION OF A PAVILION AND CONCESSIONS AT MCBRAYER PARK; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WITNESSETH:

WHEREAS, the governing authority of the City of Hampton, Georgia (the “City”), is the duly elected Mayor and City Council thereof; and

WHEREAS, BL Craven, Inc. (“BLC”) is a private business that provides construction services; and

WHEREAS, the City wants to retain BLC to provide construction services for construction of a pavilion and concessions at McBrayer Park and related work; and

WHEREAS, the City Council believes that it is in the best interests of the City to execute the contract with BLC under the terms and conditions contained therein.

NOW THEREFORE, UPON MOTION BEING DULY MADE AND SECONDED, THE FOLLOWING RESOLUTIONS WERE ADOPTED:

1. **BE IT RESOLVED THAT** Steve Hutchison, Mayor of the City of Hampton, is hereby authorized to execute on behalf of the City a contract with BLC in the form attached hereto as Exhibit “A”, under the terms and conditions contained therein

2. This Resolution shall become effective immediately upon its adoption by the City Council.

DULY ADOPTED this ____ day of June, 2016.

CITY OF HAMPTON, GEORGIA

Steve Hutchison, Mayor

ATTEST:

Kim Drinkall, City Clerk

(SEAL)

SPECIFICATIONS
for

McBrayer Park – City of Hampton

“Pavilion and Concessions Construction”

CITY OF HAMPTON, GEORGIA

Authorized by
CITY OF HAMPTON MAYOR AND COUNCIL

STEVE HUTCHISON, MAYOR
HENRY BYRD
CHARLIE HEARN
MARTY MEEKS
MARY ANN MITCHAM
CHRIS MOORE
ANN TARPLEY

Tommy Engram, City Administrator

May 6, 2016

Prepared for the City of Hampton by Whitley Engineering, Inc.

FOR CITY OF HAMPTON, GEORGIA

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PAVILION AND CONCESSIONS CONSTRUCTION

MCBRAYER PARK - CITY OF HAMPTON

Sealed bids will be received by the City of Hampton, Georgia from prospective contractors for the construction of a Pavilion and Concessions located in McBrayer Park. The work consists of furnishing all materials, labor, tools, equipment and services necessary to complete the project. All work to be done in accordance with the designed plans.

Hard copies of the construction plans and bid documents may be obtained at Hampton City Hall at 17 East Main Street South, Hampton, GA 30228 for a non-refundable cost of \$30 per set.

Any questions pertaining to the construction plans and bid documents shall be **emailed** to **Tiffany Wilson** at the City of Hampton at twilson@hamptonga.gov by **2:00 PM May 19, 2016**. Contract Document Addendums addressing all questions will be provided to all Registered Plan Holders. **Sealed Bids** will be received by the City of Hampton at 17 East Main Street South, Hampton, Georgia 30228 until **2:00 PM on May 26, 2016** and then publicly opened and read aloud. Only bids presented with a certification from the bidder that the bid submitted is based upon the current and complete Contract Documents will be accepted.

No bid may be modified, withdrawn, or canceled for a period of thirty (30) days after the time designated for the receipt of Bids or until the Bidder is notified by the City whichever is sooner. The City reserves the right to reject any and all bids and to waive irregularities, technicalities and formalities.

Each bid shall be accompanied by a Bid Bond in an amount of not less than five (5%) of the total bid amount. The Bid Bond may be in the form of a bond issued by a surety acceptable to the City or a cashier's check made payable to the City of Hampton, Georgia. The entire Bid Bond shall be forfeited to the City of Hampton, Georgia as liquidated damages if the bidder fails to execute the Contract and provide a Performance and Payment Bonds within fifteen (15) days after being notified that bidder had been awarded the Contract. Construction must be completed within 30 days after the Notice To Proceed has been issued by the City.

The successful bidder will be required to furnish a Performance Bond and a Payment Bond, Letter of Credit or Cash Bond in the sum of fifty percent (50%) of the total amount bid and provide insurance coverage as required in the Contract Documents. Note: For more information please refer to the Instruction to Bidders and the Contract Documents, which govern and supersede this Invitation to Bid.

INFORMATION FOR BIDDERS

ALL BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed when submitted. Only one copy of the BID form is required. In case of discrepancy between unit prices and extended prices, unit prices shall prevail. The Engineer will correct any such errors and/or any errors in the summation of the extended prices. The Total Base Bid Amount shall be the sum of the Lump Sum prices, the corrected extended prices, and any pre-printed required allowances.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS/CONSTRUCTION PLANS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the Contractor from fulfilling any of the conditions of the Contract.

Each BID must be accompanied by a BID Bond payable to the OWNER for 5% of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A performance BOND and a payment BOND (not applicable if your bid is less than \$100,000) each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract. Attorney-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney

A Letter of Credit or Cash Bond will be required for all bids less than \$100,000. Letter of Credit or Cash Bond will be required in the amount of 50% of the bid amount and must be provided before a Contract or Notice to Proceed is issued by the City.

Qualifications:

The work under these bidding documents is to be paid for by public funds and therefore the minimum prevailing wage rates published by the State are applicable.

The prime contractor will be required to have a minimum of three years experience with projects of similar type and scope of work.

The party to whom the contract is awarded will be required to execute the Agreement ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement forms. Bidder will also be required to submit at least 3 references of similar work completed in the last two years. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. General Contractor responsible for the project shall have a minimum of 3 years experience with projects of similar type and scope of work. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional, qualified or obviously unbalanced BID will not be accepted.

Award of the Contract will be made to the lowest responsible BIDDER on the basis of the lowest actual bid amount for the Contract, which is defined as the base bid less any deductions for "allowed" deductive alternates, plus any additions for "allowed" additive alternates listed in the Bid Schedule.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the Contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS/CONSTRUCTION PLANS (Plans prepared by Whitley Engineering, Inc.). The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is:

Whitley Engineering, Inc.
Mark Whitley, PE
38 East Main Street North
Hampton, GA 30228
770-946-0256

Other Supporting Consultants to Whitley Engineering, Inc:

BID

Proposal of BL Craven Inc (hereinafter) called "BIDDER"), organized and existing under the laws of the State of Georgia, doing business as BL Craven Inc To CITY OF HAMPTON (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of McBrayer Park – Contruction of Pavilion and Concesssions

CITY OF HAMPTON, GEORGIA, in strict

Accordance with the CONSTRUCTION PLANS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 30 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$ 150.00 for each consecutive day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM: _____

BIDDER acknowledges receipt of the following ADDENDUM: _____

BIDDER acknowledges receipt of the following ADDENDUM: _____

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

NOTES: BIDS shall include sales tax and all other applicable taxes and fees.

McBrayer Park – Construction of Pavilion and Concessions

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT
DEMO					
1	DEMO 4' (S/W)	25	LF	65 ⁰⁰	1625 ⁰⁰
GRADING					
2	GRADING	1	LS	2850 ⁰⁰	2850 ⁰⁰
BUILDING CONSTRUCTION					
3	3000 PSI Concrete with Fiber Mesh for 4 inch Slab	920	SF	5 ⁰⁰	4600 ⁰⁰
4	3000 PSI Concrete with Fiber Mesh for footings (see plans)	68	LF	5 ⁰⁰	340 ⁰⁰
5	2500 PSI Concrete for 4 inch sidewalks	400	SF	2.85	1140 ⁰⁰
6	#4 ½ inch rebar with stands at 3' min	300	LF	1.50	450 ⁰⁰
7	#57 Stone/gravel	36	Tons	38 ⁰⁰	1368 ⁰⁰
8	Poly Vapor Barrier 6 Mil	1000	SF	.30	300 ⁰⁰
9	2x4x12' #2 Studs	55	EA	9.45	519.75
10	2x4x8' #2 Studs	155	EA	12.65	1960.75
11	OSB Sheathing 5/16"	32	EA	36 ⁰⁰	1152 ⁰⁰
12	2X4 Truss to match roof pitch with end girder truss	21	EA	205 ⁰⁰	4305 ⁰⁰
13	LVL 24'x12" DBL	6	EA	336 ⁰⁰	2016 ⁰⁰

14	Picnic Tables to match existing tables	6	EA	600	3600 ⁰⁰
15	Green Metal Ridge Cap	40	LF	12 ⁰⁰	480 ⁰⁰
16	Galvanized 2 1/2" screws with rubber washer	1	50 Lb Box	85 ⁰⁰	85 ⁰⁰
17	3070 solid steel RH door DBL bore primed	1	EA	910 ⁰⁰	910 ⁰⁰
18	5/8" Drywall Protected Board - Fire Rated	600	SF	2.00	1200 ⁰⁰
19	1/16" Wall Board	600	SF	65. ⁰⁰	2080 ⁰⁰
20	GFCI Outlets	12	EA	65. ⁰⁰	780 ⁰⁰
21	200 AMP Panel	1	EA	1200 ⁰⁰	1200 ⁰⁰
22	220 Outlets for Equipment	2	EA	205 ⁰⁰	410 ⁰⁰
23	Electrical Light Switch	2	EA	135 ⁰⁰	405 ⁰⁰
24	2x4 LED Overhead Lights	3	EA	285 ⁰⁰	855 ⁰⁰
25	4" Plastic Cove Base	300	LF	1.25	375 ⁰⁰
26	Exterior Wall Insulation R-19	560	SF	2.35	705 ⁰⁰
27	Ceiling Insulation R-30	240	SF	2.85	684 ⁰⁰
28	Exterior Lighting	2	EA	\$100	\$200
29	Interior Plumbing Fixtures/Plumbing	2	EA	\$150	\$300
30	HVAC (Cool/heat) 1.5 ton Ductless Mini-Split	1	EA	4400 ⁰⁰	4400 ⁰⁰
31	Interior/Exterior Paint	1	LS	1800 ⁰⁰	1800 ⁰⁰
32	5030 Slider Window	1	EA	865 ⁰⁰	865 ⁰⁰
33	Roll Up Security Door 6'x4' with lock	1	EA	1400 ⁰⁰	1400 ⁰⁰
34	24'x24' Commercial Sink	1	EA	815 ⁰⁰	815 ⁰⁰
35	36' Stainless Deep Dish Sink	1	EA	745 ⁰⁰	745 ⁰⁰
36	2X4 Commercial Ceiling Tile with grid	240	SF	3.25	780 ⁰⁰
37	Sealed Concrete Flooring Poly	912	SF	3.75	3420 ⁰⁰
38	Formica counter top 24"	32	LF	30 ⁰⁰	960 ⁰⁰
39	Green metal screw down roofing Stand N Seam match existing	515	SF	3.85	2021.25
40	15 LB Felt	2	Rolls	32 ⁰⁰	64 ⁰⁰

41	3" metal post x 8' primed with flange	6	EA	1800 ⁰⁰	1800 ⁰⁰
42	5' Sidewalk (4 inches thick)	220	LF	10.56	2267 ⁰⁰

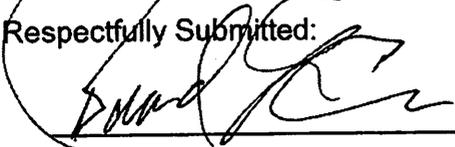
UTILITIES

43	4' stainless floor drain	1	EA	855	855 ⁰⁰
44	¾" water line	20	LF	19.60	392 ⁰⁰
45	4" sewer line pvc	30	LF	32 ⁰⁰	960 ⁰⁰
46	CONTINGENCY	1	EA	\$4000	\$4000
	TOTAL PROJECT COST			63,469. ²⁵	63,469. ²⁵

Notes:

- A. All demolition includes removal and proper disposal of materials.
- B. Engineer shall approve schedule and sequence of work.
- C. All bid items include material costs and installation costs complete.

TOTAL OF BASE BID \$ 63,469.²⁵

Respectfully Submitted:


Signature

140 Coogler Way

Address

Brooks Co. 30205

VP.

Title

RLQA0003469

License No. (if applicable)

SEAL - (if BID is by a corporation)

5/26/16

Date

(Not applicable if your bid is less than \$100,000)
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: that we, the undersigned as Principal, and as Surety, are hereby held and firmly bound unto the City of Hampton, Georgia as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly severally bind ourselves, successors and assigns.

Signed, this day of _____, 20___. The condition of the above obligation is such that whereas the Principal has submitted to the City of Hampton, Georgia a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for:

NOW, THEREFORE, McBrayer Park – Construction of Pavilion and Concessions in the CITY OF HAMPTON, GEORGIA, in strict accordance with

the CONTRACT DOCUMENTS, within the time

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extensions of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

By: _____
(Address)

(Surety)

(Address)

(Address)

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), be authorized to transact business, and have a registered agent in the state where project is located.

AGREEMENT

THIS AGREEMENT, made this day of _____, 20____, by and between the City of Hampton, Georgia, hereinafter called "OWNER" and _____ doing business as

(an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the construction of McBrayer Park – Construction of Pavilion and Concessions in the CITY OF HAMPTON, GEORGIA, in strict accordance with the CONTRACT DOCUMENTS, within the time.
2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will work continuously to complete the same within 30 calendar days.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID Schedule.

5. The terms "CONTRACT DOCUMENTS" MEANS and includes the following:

- (A) Advertisement for BIDS
- (B) Information for BIDDERS
- (C) BID

of the State of Georgia and venue shall be proper in Henry County, Georgia.

8. Any dispute which may arise under this agreement shall be resolved under the laws of the State of Georgia and venue shall be proper in Henry County, Georgia.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

DOCUMENTS.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT

No. _____, dated _____, 2016.
 _____, 2016.
 _____, 2016.

- (N) ADDENDA:
- (M) CONTRACT DWGS prepared or issued by Mark Whitley, PE (Whitley Engineering)
- (L) CHANGE ORDER
- (K) NOTICE TO PROCEED
- (J) NOTICE OF AWARD
- (I) Performance BOND (Not applicable for bids less than \$100,000)
- (H) Payment BOND (Not applicable for bids less than \$100,000)
- (G) SUPPLEMENTAL GENERAL CONDITIONS & SPECIAL CONDITIONS
- (F) Letter of Credit or Cash Bond (Applicable for bids less than \$100,000)
- (E) Agreement
- (D) BID BOND (Not applicable for bids less than \$100,000)

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this Agreement in Quadruplicate (four) copies shall be deemed an original on the date first above written.

OWNER:
City of Hampton, Georgia

BY: _____

NAME: Steve Hutchison

TITLE: Mayor

(SEAL)
ATTEST:

Name: _____
(Please Print)

Title: _____

CONTRACTOR:

BY: _____

NAME: _____
(Please Print)

Address: _____

Employer Identification Number: _____

(SEAL)
ATTEST:

Name: _____

(Please Print)

(Not applicable for bids less than \$100,000)
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF HAMPTON, GEORGIA
(Name of Owner)

17 EAST MAIN STREET, S., HAMPTON, GEORGIA 30228
(Address of Owner)

hereinafter called OWNER, in total aggregate penal sum of

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THIS CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

McBrayer Park – Construction of Pavilion and Concessions in the CITY OF HAMPTON, GEORGIA.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the

OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the contract not increasing the contract price more than 20 percent so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the Contract shall include any alteration, addition, extension, or the modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the _____ day of _____.

ATTEST:

(Principal) Secretary
(SEAL)

Principal

(Witness as to Principal)

By: _____

(Address)

(Address)

(Surety)

ATTEST:

(Witness to Surety)

(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), be authorized to transact business in the state, and have a registered agent in the state where project is located.

Surety companies must present financial statements for the prior three (3) years as proof of financial responsibility. The Owner reserves the right to review said financial statements and reject any surety not deemed financially able to assume the responsibility of this contract.

Such bond shall not be deemed accepted until approved by Owner's Attorney.

(Not applicable for bids less than \$100,000)
PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF HAMPTON, GEORGIA (Name of Owner)

17 EAST MAIN STRET, S., HAMPTON, GEORGIA 30228

(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of:

_____ Dollars (\$_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THIS CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the ____ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

McBrayer Park – Construction of Pavilion and Concessions in the CITY OF HAMPTON, GEORGIA.

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke; repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it

acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, if furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration on one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments

hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this SURETY BOND and whether referring to this BOND, the contract shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the ____ day of _____.

ATTEST:

Principal

(Principal) Secretary

(SEAL)

By _____ (s)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Witness to Surety)

By _____
(Attorney-in-Fact)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended), be authorized to transact business in the state, and have a registered agent in the state where project is located.

Surety companies must present financial statements for the prior three (3) years as proof of financial responsibility. The Owner reserves the right to review said financial statements and reject any surety not deemed financially able to assume the responsibility of this contract.

Such bond shall not be deemed accepted until approved by Owner's Attorney.

GENERAL CONDITIONS

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|--|--|
| 1. Definitions | 15. Time for Completion and Liquidated Damages |
| 2. Additional Instructions and Detail Drawings | 16. Correction of Work |
| 3. Schedules, Reports, and Records | 17. Subsurface Conditions |
| 4. Drawings and Specifications | 18. Suspension of Work, Termination, and Delay |
| 5. Shop Drawings | 19. Payments to Contractor |
| 6. Materials, Services, and Facilities | 20. Acceptance of Final Payment as Release |
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| 10. Surveys, Permits, Regulations | 24. Indemnification |
| 11. Protection of Work, Property, Persons | 25. Separate Contracts |
| 12. Supervision by Contractor | 26. Subcontracting |
| 13. Changes in Work | 27. Engineer's Authority |
| 14. Changes in Contract Price | 28. Land and Rights-of-Way |
| | 29. Guaranty |
| | 30. Arbitration |

1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated and 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 surety, furnished by the **CONTRACTOR** and the **CONTRACTOR'S** 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**, Information for **BIDDERS**, **BID**, **BID BOND**, Agreement, Payment **BOND**, Performance **BOND**, **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 parts 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** - The person, firm, or corporation named as such in the **CONTRACT DOCUMENTS**.
- 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 be the successful **BIDDER**.

- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an 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 CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 SUBSTANTIAL COMPLETION - That date 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.
- 1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

- 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 their last given address, or delivered in person to said party or their authorized representative on the **WORK**.
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. **SCHEDULES, REPORTS AND RECORDS – Not Applicable**
- 3.1 The **CONTRACTOR** shall submit to the **OWNER** such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the **CONTRACT DOCUMENTS** for the **WORK** to be performed.
- 3.2 Prior to the first partial payment estimate the **CONTRACTOR** shall submit construction progress schedules showing the order in which the **CONTRACTOR** proposes to carry on the **WORK**, including dates at which the various parts of the **WORK** will be started, estimated date of completion of each part and, as applicable:
- 3.2.1 The dates at which special detail drawings will be required; and
- 3.2.2 Respective dates for submission of **SHOP DRAWINGS**, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The **CONTRACTOR** shall also submit a schedule of payments that the **CONTRACTOR** anticipates will be earned during the course of the **WORK**.

4. **DRAWINGS AND SPECIFICATIONS – Drawings Only**

- 4.1 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.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or 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 discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. **SHOP DRAWINGS – Not Applicable**

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWINGS which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP

DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 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.

6.2 Materials supplied by the CONTRACTOR 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.

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

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

6.5 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 any interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 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.

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

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be 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.
- 7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and the ENGINEER'S 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 or 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.
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for the ENGINEER'S observation and replaced at the CONTRACTOR'S expense.
- 7.8 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, materials, tools, 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.
8. SUBSTITUTIONS
- 8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue numbers, it shall be understood that this is referenced for the purpose of defining the performance or 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 for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is 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 substitutes 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.

The ENGINEER and/or OWNER reserve the right to reject any proposed substitution based upon quality or price comparison with specified equipment. The ENGINEER and/or OWNER may also reject any proposed substitution based on previous, unsatisfactory experience with equipment or materials from proposed manufacturer. In the case of such a rejection, the CONTRACTOR shall provide the specified equipment or another approved substitution, at no additional cost to the CONTRACT. CONTRACTOR shall not assume that the terms "or equal" constitutes an automatic approval of a proposed substitution.

9. PATENTS

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees, and shall defend all suits or claims for infringement 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 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, the CONTRACTOR shall be responsible for such loss unless the CONTRACTOR promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with

a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pipe locations and other working points, lines, elevations and cut sheets.

- 10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense and shall be responsible for any mistake that may be caused by their unnecessary loss or disturbance.
- 10.3 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, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.
11. PROTECTION OF WORK, PROPERTY, AND PERSONS
- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury 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 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.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection.

The CONTRACTOR 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 part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or

loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR 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 involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 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.

13. CHANGES IN THE WORK

- 13.1 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 performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 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 ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR 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 for further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 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.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 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.

15.2 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.

15.3 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 BID for each calendar day that the

CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. In addition to Liquidated Damages, the CONTRACTOR shall reimburse the ENGINEER for additional inspection and engineering services required due to overrun of the contract time, or the overrun of approved extension of contract time. This will be paid at 1.25 times the direct expense to the ENGINEER and will be withheld from the CONTRACTOR'S monthly pay request. The OWNER will pay the ENGINEER directly from the withheld amount.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost or any payment to the ENGINEER 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.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 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

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 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.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S 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.

17. SUBSURFACE CONDITIONS

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

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

17.1.2 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.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such 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 the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which 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.

18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for

labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or 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 its 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 the OWNER 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.

- 18.3 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.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER 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.
- 18.5 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) days 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 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.

18.6 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.

19. PAYMENT TO CONTRACTOR

19.1 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 the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimates to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and re-submit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial

payment estimate less the retainage. The retainage shall be an amount equal to 0% of said estimate until 0% of the WORK has been completed. At 0% completion, no additional retainage will be withheld, such that total retainage will be gradually reduced from 0% at 0% completion to 0% at 0% completion. At 0% completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 0% of the value of the WORK completed. The retainage amount withheld in the Contractor's Application for Payments shall be invested by the Owner at the current market rate for the duration of the Project. If the Project is completed within the time limits specified and at the Contract Price specified, subject to any authorized modification thereto, the interest earned on the retainage shall be paid to the Contractor. Any expenses charged by the financial institution for the retainage investment account will be deducted from the interest earned on the account. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

- 19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.
- 19.3 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.
- 19.4 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.
- 19.5 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 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.

- 19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers 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, the CONTRACTOR'S 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.
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE
- 20.1 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 stated 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 its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.
21. INSURANCE
- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be

by the CONTRACTOR, 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:

- 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;
- 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- 21.1.4 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 the employment of such person by the CONTRACTOR, or (2) by any other person; and
- 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.
- 21.2 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.
- 21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:
 - 21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR 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 the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. 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 there

from, 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 \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. The City reserves the right to negotiate insurance limits for bids under \$100,000.

- 21.3.2 The CONTRACTOR shall acquire and maintain, 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.
- 21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen'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 Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.
- 21.5 The CONTRACTOR shall secure, "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, and the OWNER.

22. **CONTRACT SECURITY – Not Applicable**

22.1 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 a 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 payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. **ASSIGNMENTS**

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations there under, without written consent of the other party.

24. **INDEMNIFICATION**

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from an 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 there from; and is caused in whole or in part by any negligent or willful act or omission 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.

- 24.2 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 Workmen's Compensation acts, disability benefit acts or other employee benefits acts.
- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.
25. SEPARATE CONTRACTS
- 25.1 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 the 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.
- 25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTOR'S who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.
- 25.3 If the performance of additional WORK by other CONTRACTOR'S 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 it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

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

26.2 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.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

26.4 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 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.

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

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period, shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed, and 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.

27.2 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 at the factory or fabrication plant of the source of material supply.

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

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 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.

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

28.3 The CONTRACTOR shall provide at its 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.

29. GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials supplied by the CONTRACTOR 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 supplied by the CONTRACTOR or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of 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.

30. ARBITRATION BY MUTUAL AGREEMENT

30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

SUPPLEMENTAL GENERAL CONDITIONS

1. CONTRACT CHANGES

All changes which affect the cost of the construction of the project must be authorized by means of a Contract Change Order. The Contract Change Order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the Bidding Schedule because of final measurements. All changes should be recorded on a contract change order as they occur so they may be included in the partial payment estimate. All contract change orders must be approved by the ENGINEER and OWNER.

2. EQUAL OPPORTUNITY CLAUSE

- A. The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, marital status, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, sex, age, marital status or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this equal opportunity clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, age, marital status, or national origin.

3. PROTECTION OF LIVES AND PROPERTY

- A. In order to protect the lives and health of its employees under the Contract, the CONTRACTOR shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract.

- B. The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.
4. No official of the OWNER who is authorized in such capacity and on behalf of the OWNER to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspecting, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract, or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.
 5. The ENGINEER may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:
 - A. Defective work not remedied.
 - B. Claims filed or reasonable evidence indicating probable filing of claims.
 - C. Failure of CONTRACTOR to make payments properly to subcontractors or for material or labor.
 - D. A reasonable doubt that the WORK can be completed for the balance then unpaid.
 - E. Damage to another contractor.
 - F. Performance of work in violation of the terms of the CONTRACT DOCUMENTS.
 6. Where work on unit price items are substantially complete but lack clean-up and/or corrections ordered by the ENGINEER, amounts shall be deducted from unit prices in partial payment estimates to amply cover such clean-up and corrections.
 7. When the above grounds in (5) and (6) are cured, payment shall be made for amounts withheld because of them.

(Not applicable for all bids under \$100,000)
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the
duly authorized and acting legal representative of _____
_____, do hereby certify as follows:

I have examined the attached Contract(s), Performance and Payment Bonds, and Surety Bond and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date

SPECIAL PROVISION – Not Applicable

MODIFICATION OF STANDARD SPECIFICATIONS

SECTION 101 - DEFINITIONS AND TERMS

Add the following paragraph at the beginning of section:

"This project is being constructed by the City of Hampton, Georgia. It is the intent that the project and related facilities be constructed in accordance with the Georgia Department of Transportation's Standard Specifications for Materials and Construction. However, references to the Department as defined in 101.22 when relating to approvals and contractual matters shall mean the City of Hampton, Georgia, and/or its authorized agent, Whitley Engineering, Inc.

Change content of the following section to:

101.24 Engineer: Whitley Engineering, Inc. or its duly authorized representatives.

SPECIAL PROVISION

ADDITION TO THE STANDARD SPECIFICATIONS

CONSTRUCTION MATERIALS TESTING

DESCRIPTION

- A. Readjust work performed that does not meet technical or design requirements, but make no deviation from the Contract Documents without specific and written approval from the Engineer.

FOR CLARIFICATION: "THE OWNER WILL RETAIN AND COMPENSATE A TESTING FIRM TO PERFORM REQUIRED CONSTRUCTION MATERIALS, TESTING. ANY RE-TESTING REQUIRED WILL BE AT THE EXPENSE OF THE CONTRACTOR".

SPECIAL PROVISION

MODIFICATION OF STANDARD SPECIFICATIONS

SECTION 103 - AWARD AND EXECUTION OF CONTRACT
(60 DAY CLAUSE)

103.02 Award of Contract and Execution and Approval of Contract is amended as follows:

The Owner reserves the right to delay either the Award of Contract (103.02) or the Execution and Approval of Contract (103.06) for a period of one hundred twenty (120) calendar days instead of the normal thirty (30) calendar days specified in each of the aforementioned articles.

In the event a longer period of time is required by the Owner and such period is agreed to in writing by the successful bidder, the interval of time for Award of Contract or issuance of Notice to Proceed may be extended for any mutually agreed number of calendar days.