

SPECIFICATIONS

FOR

CALLIS PARK TOT LOT RENOVATIONS

TOWN OF NORTH BEACH
NORTH BEACH, THIRD DISTRICT
CALVERT COUNTY, MARYLAND

MAYOR AND TOWN COUNCIL

MARK R. FRAZER, MAYOR

MICHAEL BENTON

JANE HAGEN

MICKEY HUMMEL

GWEN SCHIADA

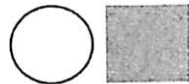
RANDY HUMMEL

PAUL TRONCONE

PREPARED FOR

THE TOWN OF NORTH BEACH
8916 CHESAPEAKE AVENUE
P.O. BOX 99
NORTH BEACH, MARYLAND 20714

PREPARED BY: PAUL B. WOODBURN, P.E.
AND RICHARD BALL



BEN DYER ASSOCIATES, INC.

Engineers / Surveyors / Planners

11721 Woodmore Road, Suite 200
Mitchellville, Maryland 20721
(301) 430-2000

TABLE OF CONTENTS

<u>ITEM</u>	<u>SECTION</u>
INVITATION FOR BIDS	
INFORMATION FOR BIDDERS	IFB 1 – IFB 5
BID FORM	BF 1 – BF 2
AGREEMENT FORM	AF 1 – AF 4
PAYMENT BOND	PMT. BOND 1-3
PERFORMANCE BOND	PERF. BOND 1-3
GENERAL CONDITIONS	GC 1 – GC 30
SPECIAL CONDITIONS	SC 1 – SC 2
APPENDIX “A”	
• Plans and General Notes	

INVITATION FOR BIDS

Sealed bids for the North Beach Callis Park Renovation Project will be received by the Town of North Beach at Town Hall 8916 Chesapeake Bay Avenue, North Beach, Maryland 20714 until 2:30p.m. prevailing time on March 5, 2018 and then publicly opened and read aloud.

The Project includes renovation to Callis Park adjacent to Chesapeake Avenue including an existing 3,968 square foot area. Renovations include the installation of new play equipment, swings, benches, trash receptacles, game tables, poured in place rubber surface with HDPE boarder and related work specified in the contract documents.

Copies of the contract Documents may be obtained via the website at www.northbeachmd.org or send an email to northbeach@northbeachmd.org.

The Contract documents require that the successful bidder must provide a Labor and Material Bond in an amount equal to 100% of the contract price and Performance Bond in an amount equal to 50% of the contract price.

Advertise: 2/21, 2/28

INFORMATION FOR BIDDERS

A. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

1. Work described herein shall be in accordance with the contract documents including the Contract Specifications and the Contract Drawings.
2. Before submitting its bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize itself with local conditions and on-going contracts that may in any manner affect performance of the Work, (c) determine to his own satisfaction the actual subsurface conditions including the character and type of soil and material he will encounter in the Work, (d) familiarize himself with Federal, State and local laws, ordinances, rules and regulations affecting performance of the Work; and (e) carefully correlate its observations with the requirements of the Contract Documents.
3. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article.

B. INTERPRETATIONS

1. All questions about the meaning or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing and addressed to Richard Ball – Town of North Beach 8916 Chesapeake Avenue, P.O. Box 99, North Beach, Maryland 20714 (email: rball@northbeachmd.org). Replies where warranted will be issued by Addenda mailed or delivered to all parties recorded as having received the Contract Documents. Questions received less than 7 calendar days before the scheduled bid opening will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

C. BOND AND INSURANCE REQUIREMENTS

1. Bid Guarantee (Not Required for this Project)

Each Bidder must furnish with his Bid, A Bid Guarantee in an amount not less than five (5) percent of the amount of his Bid.

The Bid Guarantee shall be in the form of a firm commitment, such as a postal money order, certified check or cashier's check, or bid bond. Bid Bonds shall be executed by the Contractor and a corporate bonding company licensed to transact such business in the State of Maryland and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570.

The OWNER may hold as many of the Bid Guarantees as he may deem advisable until the execution and delivery of the Contract and Contract Bonds, whereupon all Bid Guarantees will be returned. All other Bid Guarantees will be returned within seven days after Bid opening.

2. Performance and Labor and Material Payment Bonds

The Contractor shall provide the Performance and Labor and Material Maintenance Bonds in accordance with requirements set forth in the General Conditions, in the following amounts:

Labor and Materials Payment Bond shall be 100 percent of the Contract Price.

Performance Bonds shall be 50 percent of the contract price.

Surety Company shall meet the requirements stated above for bid bonds. Copy of power of attorney with effective date for signatures shall be attached.

3. Insurance

Provide certificate of insurance meeting requirements of Article 24, General Conditions as part of the contract execution as stated in Article 7 herein.

D. CONTRACT TIME

The number of days or the actual date for completion of the Work is set forth in the Special Conditions and will be included in the executed Contract.

E. BID FORMS

1. The Bid Form and attachments are included in the Contract Specifications Book. Bids shall be submitted on the attached forms and shall be filled out in full, in ink or by typewriter. If changes and erasures are made, such changes and erasers shall be clear and legible, and shall be initialed by the person signing the Bid Form.

Please submit the following forms in the bid package:

- a. Bid Form
- b. Bid Surety, If a Bid Bond Attach Power-of-Attorney

The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum Bids, alternate prices, and scheduled items resulting in a Bid on a unit of construction or a combination thereof, or other Bidding arrangements. Unless specifically called for, alternate Bids will not be considered.

Bids in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the unit price for any items is such that it is unreasonable for that particular item when considered by itself and not considered in connection with the bid submitted on any other item or items.

Bids shall be based on products, materials and/or methods named in the Contract Documents.

Detach completed Bid Form and required attachments and submit them in a sealed, opaque envelope bearing the Bidder's name and address at the time and place indicated on the Invitation to Bid.

Bids may be modified or withdrawn at any time prior to the opening of bids.

Signing of Bids shall comply with instructions on the Bid Form.

2. The Bidder assumes full responsibility for timely delivery at location designated for receipt of Bids. Bids received after the designated time for the public bid opening will be returned to the Bidder unopened.

Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

3. Bids will be publicly opened and read aloud at the time and place set forth in the Invitation to Bid. Only bid totals will be publicly read at the Bid Opening. Bidders and other interested parties may be present either in person or by representative. Unit prices will be made available after verification by the Owner.

In case of discrepancy between prices in writing and in figures, the writing shall govern. In case of error in the extension of prices in the Bid, unit prices will govern.

4. No Bidder may withdraw a Bid within one hundred twenty (120) calendar days after the actual date of the opening of the Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened. Should there be reasons why the Contract cannot be awarded within the specific period, the time may be extended by mutual agreement between the Owner and the Bidder.

F. AWARD OF CONTRACT

1. The Owner reserves the right to reject any or all bids and to waive any or all irregularities, and the right to disregard any or all non-conforming, unbalanced or conditional bids or counter proposals. The Owner may reject, as non-responsive, any bids from Bidders that fail to acknowledge receipt of addenda as prescribed.
2. Award will be based on the prices bid for products, methods and materials named in the Contract Documents. Consideration of the decisions regarding substitutions will not be made until after Award of the Contract.
3. In evaluating Bids, the Owner will consider the qualifications of the Bidders as described in Article 1 herein, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid Form.

The Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Owner's satisfaction.

4. If a contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by the Owner indicates that the Award will be in the best interest of the Owner, within 90 days after the day of the Bid Opening.
5. The Owner reserves the right to cancel the Award of the Contract at any time prior to execution of the Contract without liability to the Owner.

G. EXECUTION OF THE CONTRACT

1. Copies of the Agreement Form are contained in the specifications.

The Bidder to whom the Contract is awarded shall return six copies of the Contract and such other Documents as required by the Contract Documents properly executed, to the Owner within ten days after the date of issuance of the Notice of Award. The Owner will execute the Contract within 10 days after receipt of the Contractor's executed Contract Form.

Failure by the Contractor to execute the Contract and submit such other Documents as required by the Contract Documents and file acceptable insurance and bonds within the time aforesaid shall be just cause for annulment of the Award and the forfeiture of the Bid Guarantee which shall become the property of the Owner, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder or the Work may be re-advertised and constructed under Contract or otherwise, as the Owner may decide.

2. By executing the Contract, the Contractor represents that it has familiarized himself with, and assume full responsibility for having familiarized itself with, the nature and extent of the Contract Document, work, locality, and with all local conditions and on-going Contracts and Federal, State and local laws, ordinances, rules and regulations that may in any manner affect performance of the Work, and represents that it has correlated its study and observations with the requirements of the Contract Documents. The Contractor also represents that it has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the Contract Documents and made such additional surveys and investigations as it deems necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.

3. The Owner shall furnish free of charge to the Contractor five copies of the Contract Documents for the execution of the Work. Additional copies will be furnished upon request, at the cost of reproduction.

H. PRE-CONSTRUCTION CONFERENCE

1. Within ten days after execution of the Contract, the Owner may arrange a pre-construction conference with the Contractor which will include but not necessarily be limited to discussion of the following items: Requirements of the Contract; Contractor's suggested sequence of construction and progress of schedule; erosion and sediment control permit and compliance; Owner's procedural requirements; Contractor's coordination with the Owner, other agencies, other Contractors, and property Owners; Contractor's proposed subcontractors and list of all material and equipment he will purchase, giving name, address and telephone number of the Supplier.

I. NOTICE TO PROCEED

1. After execution of the Contract, the Engineer will issue a Notice to Proceed.
2. The Notice to Proceed will be the date upon which work under this Contract shall be initiated, and upon which the time provided in the Contract for performance of the work shall be commenced.
3. Materials ordered or work done on the site prior to the date set forth in the Notice to Proceed shall be at the Contractor's risk.
4. Failure by the Contractor to initiate work within ten days of the date of commencement set forth in the Notice to Proceed shall be construed as a Breach of Contract and may result in termination of the Contract by the Owner.

J. BIDDER QUALIFICATIONS

1. Performance Capability

Bidders shall be responsible and have the capability properly to perform classes of work contemplated according to the Contract terms, and shall have the necessary plant, expertise, manpower, equipment, and sufficient capital to execute the Work properly within the time specified.

2. Certified Statement of Qualifications

The Owner may require any apparent low Bidder who has not performed comparable work for the Owner within the last five years to submit a certified statement of his organization's financial resources, performance schedule, performance record, integrity, experience, other qualifications, and equipment and facilities pertinent to the proposed Contract. This certified statement shall be submitted within ten days after Bid Opening. The Owner, at his discretion, may make such investigations it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish the Owner all such information and data for this purpose as the Owner may request. The Owner may visit any prospective contractor's place of business, contracts in progress or contact persons knowledgeable of the Bidder's background to determine his ability, capacity, reliability, financial stability, or other factors necessary to perform the Work. This requirement will be waived if the Bidder has submitted such a statement to the Owner under the same company name for a comparable contract within five years prior to bid opening date, but will be required if the previous submission was under another name or organization or joint venture. The Owner, at his discretion, may require any or all of the above listed information from any Bidder. The Owner reserves the right to reject the bid of a Bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the Bidder unable to perform the requirements of the Contract or if the Bidder fails to complete and submit the Contractor's Information Report in its entirety.

3. Bid Submittal Limit

A Bidder may submit only one Bid. More than one Bid from an individual, firm or partnership, corporation or association under the same or different names will not be considered, and will be considered grounds for disqualification of the Bids involved, and rejection of the Bids.

K. SUBSTITUTIONS

1. Whenever a material, article or method is specified or described by using the name of proprietary product or the name of a particular manufacturer or vendor, followed by the phrase "or equal", the specific item mentioned shall be understood as establishing the type, function, dimension, appearance and quality desired and is to be the basis upon which bids are to be prepared. Other manufacturer's materials, articles or method not named will be considered after Award of the Contract provided the Contractor submits the proposed substitutions on the Equipment and Material List with his bid, and provided the substitution will not require substantial revisions of the Contract Documents.
2. Whenever a material, article or method is specified or described without the phrase "or equal" no substitutions will be allowed.

L. SUBCONTRACTS

1. Before entering into any subcontracts, the Bidder to whom the Contract has been awarded shall fill out and submit together with his executed Contract Documents, a Subcontractors and Suppliers Form giving the name and address of the proposed subcontractors and suppliers, the portions of the Work and materials which each is to perform, and/or furnish, and shall certify that each proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the Work in accordance with the terms and conditions of the Contract.

M. LAWS AND REGULATIONS

1. The Bidder's attention is directed to the fact that all applicable Federal, State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full. The Bidder is assumed to have made itself familiar with all such rules and regulations which in any way affect the work, and no plea of misunderstanding will be considered on account of the ignorance thereof. If the Bidder shall discover any provision in the plans, specifications or other contract document that is contrary to, or inconsistent with, any such law, ordinance, rule or regulation; it shall forthwith report it to the Engineer in writing.

N. ESTIMATED QUANTITIES

1. Nay estimates of quantities herein furnished by the Engineer are approximate only and have been used by the Engineer as a basis for estimating the cost of the work and will also be used for the purpose of tabulating and comparing the bids and awarding the contract. The Engineer has endeavored to estimate those quantities correctly according to his knowledge and the information shown on the plan, but it is not guaranteed that these estimated quantities are accurate. If the Contractor, in making up and/or submitting his bid, relies upon the accuracy of such estimated quantities, he does so at his own risk.

**BID FORM
CALLIS PARK RENOVATION PROJECT
TOWN OF NORTH BEACH**

Made this _____ day of _____, 20____,

By _____

Business
Address _____

Telephone
No. _____

I/We, the undersigned bidder, declare that the only person, firm or corporation, or persons, firms or corporations, that has or have any interest in this proposal, or in the Contracts proposed to be taken, is or are the undersigned; that this proposal is made without any connection or collusion with any person, firm, or corporation making a proposal for the same work; that the attached specifications and form of contract and the drawings therein referred to, have been carefully examined and are understood; that as careful an examination has been made as is necessary to become informed as to the character and extent of the work required; and that it is proposed and agreed if the proposal is accepted to contract with the Town of North Beach, in the form in the specifications and as shown by the drawings.

The following bid price(s) include and cover the furnishing of all materials and labor requisite and proper, and the providing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the above mentioned work, in the manner set forth, described and shown in the specifications and on the contract drawings, within the prescribed time:

North Beach Callis Park Renovation Project

BID FORM

Item No.	Item	Unit Meas.	Quantity	Unit Price	Amount
1	Mobilization	L.S.	1	--	
2	Prepare 3,968 sf area, add HDPE boarder and install stone and rubber sections per plan and specifications.	L.S.	1	--	
3	Purchase and install new equipment as outlined in Appendix "A"	L.S.	1	--	
Total Bid:					

The BIDDER hereby acknowledges receipt of the following addenda:

ADDENDA NUMBER

ISSUE DATE

No successful Bidder may not withdraw his bid within 120 days. Contractor will begin work within 14 calendar days after Notice to Proceed and complete the work within 60 days from the Notice to Proceed.

Respectfully submitted,

 Signature

 Address

 Title

 Date

 License Number

SEAL

 ATTEST

**Agreement Form
TOWN OF NORTH BEACH, MARYLAND
CALLIS PARK RENOVATION PROJECT**

THIS AGREEMENT is made this _____ day of _____, 20____, by and between the Town of North Beach, Maryland (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Contractor") with its principal place of business at _____.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the Owner and the Contractor hereby agree as follows:

1. Services Provided The Contractor shall provide the following services for the Owner: _____ ("the Services"). The Services shall be provided as detailed in the Contract Documents, as defined in Section 1.8 of the General Conditions, which are all incorporated herein by reference.

2. Term: The Contractor agrees to accept the Owner's schedule and budget. Contractor agrees to accept to perform the work by 60 days from date of Notice to Proceed. Contractor further acknowledges that the owner retains the right to reduce the scope of the Services for which the Owner contracts herein in order to accomplish the project within the Owner's established budget and schedule. It is understood by the parties hereto that time is of the essence in the completion of this Contract and that the cost of delay to the Owner is not readily quantifiable with precision by capable of reasonable estimation; therefore, the Contractor agrees to pay liquidated damages in the amount of \$200.00 for each consecutive calendar day during which the Services remain uncompleted after the required date of completion. The parties agree that said liquidated damages represent a reasonable estimation of the Owner's actual damages and are not a penalty. These liquidated damages constitute compensation for the delay only and are exclusive of any and all other damages that the Owner may suffer due to a breach other than delay, which shall remain separately recoverable by the Owner.

3. Fees: The Owner hereby agrees to pay the Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the sum of _____ (\$ _____) payable as set forth in the General Conditions.

4. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

5. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The Owner shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the Owner and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expense whatsoever. In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the Owner for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

6. Insurance: The Contractor covenants to maintain all applicable insurance in such amounts and form as are set forth in the General Conditions. The Contractor further agrees to provide evidence of such insurance within ten (10) days from notice of award.

7. Doing Business in Maryland: The Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps, & Assocs. Article. to do business in Maryland and 92) is in good standing with SDAT.

8. Bonds: Performance bond in the amount of 100% of contract amount and payment bond in the amount of 50% of contract amount are required.

9. Compliance with Laws: The Contractor shall, without any additional expense to the Owner, be responsible for complying with any and all applicable laws, codes and regulations in connection with the Services provided by the Contractor, including but not limited to obtaining any licenses required by the contractor to perform the services herein contracted for.

10. Indemnification: The Contractor shall be responsible for and indemnify, defend and hold the Owner harmless against any and all judgment, demands, or other claims for loss, personal injury and/or property damage that may be suffered as a result of the negligence or willful misconduct of the Contractor or its agents or subcontractors in the performance of the Services for or for any failure of the materials supplied under this Contract or for any failure by the Contractor to comply with any applicable law or to perform the obligations of this Agreement, including but not limited to, attorneys fees and any cost incurred by the Owner in defending any such claim.

11. Not Assignable: The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the Owner and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the Owner.

12. Relief: In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the Owner, and further recognizes that in such event monetary damages will be inadequate to fully protect the Owner. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the Owner's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the Owner's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The

Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the Owner post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the Owner from pursuing any other remedies available to the Owner at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

13. Owner's Right to Terminate: The Services may be terminated immediately by the Owner upon written notice in whole or in part, when the Owner, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the Town Council in the annual budget for the purpose set forth herein. The Contractor is advised that the Owner does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). Contractor shall not perform services in any fiscal year following the current fiscal year without verification from the Town Engineer that adequate funds have been appropriated for that purpose in the budget for the relevant fiscal year. Upon such termination, the Owner shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

14. Entire Understanding: This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

15. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Calvert County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.

16. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the Town Charter and Code of North Beach dealing with conflicts of interest and the prohibition of the solicitation or acceptance gifts.

17. Set-Off: In the event that the Contractor shall owe an obligation of any type whatsoever to the Owner at any time during the term hereof, or after the termination of the relationship created hereunder, the Owner shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the Services.

18. Severability: If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in _____ counterparts, each of which shall constitute an original (even without additional copies of the Contract Documents being attached to each counterpart), on the day and year first above written, by affixing their signatures and executing this contract under seal, intending by their act to create a specialty.

ATTEST:

ATTEST:

OWNER:
NORTH BEACH, MARYLAND

By: Mark Frazer, Mayor

CONTRACTOR:

By: _____
Title: _____

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: THAT

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership or Individual)

PRINCIPAL and _____ (Name of Surety)

hereinafter called **SURETY**, are held and firmly bound unto:

The Town of North Beach
(Name of Owner)
P.O. Box 99 North Beach, Maryland - 20714
(Address of Owner)

hereinafter called **OWNER**, and unto all person, firms and corporation 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.

THE CONDITION OF THIS OBLIGATION is such that whereas, the **PRINCIPAL** entered into a certain contract with the **OWNER**, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if **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 the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its

obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this 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 or furnished the last of the materials for which said claim is made, starting 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 of 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 BOND as whether referring to this BOND, the contract or the load Documents 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.

WITNESS WHEREOF, this instrument is executed in _____ counterparts, each which shall be deemed an original, this the _____ day of _____, 20 ____.

ATTEST:

PRINCIPAL

(PRINCIPAL) SECRETARY

(SEAL)

BY _____ (S)

(Address)

Witness to as Principal

(Address)

SURETY

ATTEST:

Witness as 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 6570 as amended) and be authorized to transact business in the State where the Project is located.

GENERAL CONDITIONS

<u>ARTICLE NUMBER</u>	<u>TITLE</u>
1	Definitions
2	Field Orders
3	Schedules, Reports and Records
4	Contract Documents
5	Contractor's Drawings
6	Materials, Services and Facilities
7	Inspection and Testing
8	Substitutions
9	Patents
10	Surveys, Permits, Regulations
11	Protection of Work, Property and Persons
12	Supervision by Contractor
13	Change Orders
14	Changes in Contract Price and Time
15	Time for Completion and Liquidated Damages
16	Correction of Work
17	Changed Conditions
18	Physical Data
19	Suspension of Work, Termination and Delay
20	Use of the Premises
21	Substantial completion for a Portion of the Work
22	Payments to the Contractor
23	Acceptance of Final Payment as Release
24	Insurance
25	Contract Security
26	Assignments
27	Indemnifications
28	Separate Contracts
29	Subcontracting
30	Engineer's and Inspector's Authority
31	Guaranty
32	Claims, Disputes, Jurisdiction and Arbitration
33	Taxes
35	Bribes
36	Standards

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meaning indicated, which shall be applicable to both the singular and plural thereof.

- 1.1 **Addenda** – Written or graphic instruments issued prior to the Bid Opening of the Contract which modify or interpret the Contract Documents.
- 1.2 **Approval** – Written approval from the Owner and/or Engineer.
- 1.3 **Bid** – The offer or proposal of the Bidder submitted in the prescribed manner 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 Bond, Performance Bonds, Labor and Material Payment Bonds, Maintenance Bonds, and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.
- 1.6 **Change Order** – A written order to the Contractor signed by the Owner 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 **Owner** – Town of North Beach, or its duly authorized representative.
- 1.8 **Contract Documents** – The Contract, including Invitation to Bid, Information for Bidders, Bid Form, Contract, Bonds, Notice of Award, Notice to Proceed, Change Orders, Drawings, Specifications, Addenda, these General Conditions, Standard Details, and Anti-Bribery Affidavit Certificates.
- 1.9 **Contract Price** – The total monies payable to the Contractor under the terms and Conditions of the Contract Documents.
- 1.10 **Contract Specifications Book** – A set of documents issued by the Owner for the Project which includes the Invitation to Bid, Information for Bidders, Bid Bond, Bid Form, General Conditions, General Requirements, Specifications, and other forms and attachments.
- 1.11 **Contract Time** – The specific date or the number of days stated in the Bid Form for the completion of the Work.
- 1.12 **Contractor** – The person, firm or corporation with whom the Owner has executed the Contract.

- 1.13 **Contractor's Drawings** - Shall include but not be limited to all shop, layout and working drawings, diagrams, illustrations, catalog data, brochures, calculations, 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.
- 1.14 **Day** - A calendar day of 24 hours lasting from midnight one day to midnight the next day.
- 1.15 **Drawings** - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared by or for the Owner. The term is used interchangeably with the word "Plans" and includes Standard Details and Drawings bound with the Specifications.
- 1.16 **Engineer** - The authorized agent of the Owner, who shall be Donnie Bowen, P.C., said agent acting within the scope of the particular duties assigned to them or of the authority given.
- 1.17 **Environmental Pollution** - Presence and action of physical, chemical, biological, and human agents that adversely affect individual and community health and welfare; unfavorably alter or destroy ecosystems of importance to man; or degrade significant aesthetic and recreational values.
- 1.18 **Field Order** - A written order to the Contractor issued during construction by the Engineer for interpretations, clarifications, and other instructions as to the intent of the Contract Documents.
- 1.19 **Inspector** - The authorized representative of the Engineer assigned to make detailed inspection of any or all portions of the Work or materials therefore.
- 1.20 **Manufacturer** - Any person or organization who changes the form of a commodity or creates a new commodity and supplies it for the Work at any tier, but who does not perform labor at the site.
- 1.21 **Notice of Award** - The written notice of the acceptance of the Bid from the Owner to the successful Bidder.
- 1.22 **Notice to Proceed** - Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the dates of commencement and completion of the Work.
- 1.23 **Or Equal** - A material, article or method is specified or described by using the name of a proprietary product or name of a particular manufacturer or vendor in the Contract Documents and gives the Contractor an opportunity to provide an equal substitution.

- 1.24 **Pollutant** - Any chemical or physical substance that when introduced into a natural aquatic, atmospheric or soil system will cause adverse impact on that system. Includes grease, oil, bitumens, sewage, salts, adhesives, fuels and, when considering aquatic or atmospheric systems, soil.
- 1.25 **Project** - The undertaking to be performed as provided in the Contract Documents.
- 1.26 **Provide** - Means furnish and install, complete in place.
- 1.27 **Rock** - Any indurated material that requires drilling, wedging, blasting, or other methods of brute force to excavate.
- 1.28 **Specifications** – Requirements contained in Divisions 0 through 16 of the Contract Specifications Book.
- 1.29 **Standard Details** - Details showing standard elements of construction, methods and materials for use on this contract.
- 1.30 **Structure** - Structural entity including but not limited to building, manhole, ductbank, tank, foundation, road, pavement, pipe conductor, substation, pumping station.
- 1.31 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor at any tier for the performance of a part of the Work at the site. Subcontractor shall not mean supplier.
- 1.32 **Substantial Completion** - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed in accordance with the Contract Documents so that the Project or specified part can be utilized for the purposes for which it is intended.
- 1.33 **Supplier** - Any person or organization who supplies materials or equipment for the Work at any tier, including that fabricated to a special design, but who does not perform labor at the site.
- 1.34 **Work** - Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the Contractor under the Contract Documents, labor, materials, equipment and other incidentals and the furnishing thereof.
- 1.35 **Written Notice** - Any notice to any party of the Contract relative to any part of the Contract in writing and considered delivered and the service thereof completed when posted by mail to the said party at his last given address, or delivered in person to said party or his authorized representative of the Project.

ARTICLE 2 FIELD ORDERS

- 2.1 At the request of the Contractor, the Engineer may issue Field Orders that contain interpretations, clarifications and other instructions as to the intent of the Contract Documents. In addition, the Engineer may at any time issue additional instruction, explain details of the Work and issue detail drawings in the form of Field Orders, as necessary to perform the Work required by the Contract Documents. Upon receipt of a Field Order, the Contractor shall proceed with the performance of the Work in accordance with all instructions contained therein.**
- 2.2 There shall be no additional Contract Cost or Time to the Owner resulting from a Field Order unless the Contractor believes that the Field Order entitles it to a change in the Contract Price or Time or both, and so notifies the Owner, in writing, within seven days after receipt of the Field Order. Request for a Change Order arising out of a Field Order will not be considered without the attachment thereto of a copy of the referenced Field Order. Thereafter the Contractor shall document the basis for change in the Contract Price and Time within 30 days. Failure to notify the Engineer within seven days after receipt of the Field Order and to adequately document the basis for change within prescribed time shall constitute an abandonment of all entitlement. The Contractor shall proceed with the performance of the work in accordance with the Field Order.**
- 2.3 Failure to proceed shall constitute a breach of Contract and shall be cause for termination of the Contract.**

ARTICLE 3 SCHEDULES, REPORTS AND RECORDS

- 3.1 The Contractor shall submit to the Owner such schedule of quantities and costs, construction progress schedules, payrolls, breakdown of lump sum items, reports, estimates, records and other data where applicable, as are required by the Contract Documents or which are necessary to keep the Owner informed of the progress of the Contractor's work.**

ARTICLE 4 CONTRACT DOCUMENTS

- 4.1 The intent of the Contract Documents 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 resolving conflicts, errors and discrepancies within the Contract Documents shall be given precedence in the following order:**

Change Orders
Addenda
General Conditions
Information for Bidders
Bid Form
Invitation to Bid
Specifications
Drawings
Standard Details

Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both. Figure dimensions on Drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

- 4.3 Any discrepancies found between the Drawings and Specifications 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 his discovery of such discrepancies, inconsistencies or ambiguities prior to corrections directed by the Engineer shall be done at the Contractor's risk.

ARTICLE 5 CONTRACTOR'S DRAWINGS

- 5.1 The Contractor shall provide all drawings as may be necessary for the prosecution of the Work as required by the Contract Documents.

ARTICLE 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, 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 Manufactured articles, materials and equipment shall be new, and shall be stored, applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer, and as approved by the Engineer. Manufactured articles, materials and equipment shall meet all specified requirements, and their manufacturers and suppliers shall be approved by the Engineer before delivery to the Contract site. When manufactured articles, materials and equipment, and their manufacturers and suppliers are named in the Specifications, only those named will be considered and accepted. When the named manufactured articles, materials and equipment are followed by the phrase "or equal," the provisions of Section 01630 shall apply.

- 6.3 Deliveries of material, equipment and supplies to the Contractor or Subcontractors at the contract site shall be specifically addressed to the Contractor or Subcontractor and not to the Owner or Engineer. Owner's or Engineer's personnel will not accept deliveries for the Contractor or Subcontractors.
- 6.4 Materials and equipment shall be stored 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 and stored to facilitate prompt and safe inspection. Temporary fence shall be provided, when required. Mechanical and electrical equipment delivered to the Contract site shall be stored under roof or other approved covering, and on platforms above the ground. Enclosures for equipment shall be weatherproof and motors which are not totally enclosed shall be stored in a heated area with a minimum temperature of 50 degrees F. Electric control equipment that has internal electric heaters shall be stored in a dry heated area with electric heaters energized in accordance with manufacturer's recommendations. Valves shall be stored under roof or other approved cover and on wood platforms above the ground. All written instructions and recommendations of the manufacturer for lubrication, protection and maintenance of equipment shall be performed during storage, installation, and until it is accepted as substantially complete by the Engineer. Materials and equipment damaged including those damaged internally from moisture, improper storage or otherwise shall be replaced or repaired as directed by the Engineer at no additional cost to the Owner.
- 6.5 Materials, supplies and equipment shall be in accordance with samples, drawings and catalog cuts submitted by the Contractor and approved by the Engineer and shall not be delivered to the Work site prior to the Engineer's approval of samples and Contractor's drawings.
- 6.6 Materials, supplies or equipment to be incorporated into the Work shall be new and shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- 6.7 The Contractor shall submit to the Owner an invoice for each movable item furnished, including tools, office furniture and equipment and laboratory equipment.
- 6.8 All Work included in this Contract shall be performed in a skillful and workmanlike manner. The Contractor shall employ no plant, equipment, materials, methods or persons to which the Engineer objects, and shall remove no plant, equipment or other facilities from the site of the Work without permission of the Engineer.

ARTICLE 7 INSPECTION AND TESTING

- 7.1 All work specified in the Contract or determined to be necessary by the Owner shall be subject to adequate inspection and testing.
- 7.2 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give the Engineer three working days notice of readiness. The Contractor shall then furnish the Engineer the required certificates of inspection, testing or approval.
- 7.3 Inspection, tests or approvals by the Engineer or others will not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.
- 7.4 The Engineer and his representatives shall have access to the Work at all times. In addition, authorized representatives of the Owner or agents of any participating Federal, State or local agency shall be permitted from time to time, as in their sole discretion they may deem necessary, to inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records. All such records shall remain available and accessible during performance of the Contract and until three years from the date of Final Payment, or, in case of dispute, for a period of three years after resolution of said dispute whichever is later. The Contractor shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.
- 7.5 If any work is covered without the approval of the Engineer or Owner or contrary to requirements elsewhere in the Contract Documents, it shall, if requested by the Engineer or Owner, be uncovered for his observation and recovered at the Contractor's expense.
- 7.6 If the Engineer or Owner considers it necessary or advisable that approved covered work be inspected or tested, the Contractor, at the Engineer's or Owner's request, shall uncover, expose or otherwise make that portion of the Work available for observation, inspection or testing as the Engineer or Owner may require by furnishing all necessary labor, materials, tools and equipment. If it is found that such work is defective, the Contractor shall 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 will be issued. Any additional compensation or extension of time shall be determined as provided in Article 14.

ARTICLE 8 SUBSTITUTIONS

- 8.1 Substitutions for named and specified materials, articles and methods followed by the phrase "or equal" will only be allowed within the parameters set forth elsewhere in the Contract Documents.

ARTICLE 9 PATENTS

- 9.1 The Contractor shall pay all applicable royalties and license fees. He 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 will be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers as specified is an infringement of a patent. He shall be responsible for such loss unless he promptly gives such information to the Engineer.

ARTICLE 10 SURVEYS, PERMITS, REGULATIONS

- 10.1 The Contractor shall furnish all survey layout for all work included in this Contract from the dimensioning and benchmarks shown on the Contract Drawings.
- 10.2 Unless otherwise specified, permits, licenses and easements for permanent structures and permanent modifications to existing facilities will be secured and paid for by the Owner.
- 10.3 The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations bearing on the conduct of the Work as shown and specified. If there is a conflict between requirements specified in the Contract Documents and the permits, laws, ordinances, rules and regulations, the requirements of the permits, laws, ordinances, rules and regulations shall govern.
- 10.4 If any permit, license or certificate, expire, be revoked, terminated or suspended as a result of any action on the part of the Contractor, he shall not be entitled to any additional compensation, neither will he be entitled to an extension of the completion date.

ARTICLE 11 PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall 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. The Contractor shall conduct his operations to insure the least amount of disruption to the public.

In case of suspension of Work for any cause, the Contractor shall be responsible for the Project and shall take such precautions as may be necessary to prevent damage to the Work, all material or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, provide for proper drainage, provide temporary heat, light, and other required utilities and services, and shall erect any necessary temporary structures, signs, or other facilities at his expense. In addition, the Contractor shall properly and continuously maintain in acceptable growing condition all living material in newly established plantings, seedlings, and sodden furnished under this Contract, and shall take adequate precautions to protect new and existing growth against injury.

- 11.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He shall notify Owners of adjacent utilities when prosecution of the Work may affect them.
- 11.3 In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, shall act, at his discretion, to Prevent threatened damage, injury or loss.
- 11.4 When the Owner or Engineer has been notified of emergency situations require in the Owner's opinion, immediate attention and rectification, the Owner will so notify the Contractor. Should the Contractor not commence work to rectify the situation within one hour after notification, the Owner may perform the required work and deduct the costs thereof from monies owed the Contractor.

ARTICLE 12 SUPERVISION BY CONTRACTOR

- 12.1 The Contractor shall supervise and direct the Work. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall 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 as determined by the Owner.

ARTICLE 13 CHANGE ORDERS

- 13.1 The Contractor shall not vary in any manner from the drawings and specification except as approved in writing by the Engineer and the Owner. Any extra work done without written authority or any work done beyond the established limits of the contract will be considered unauthorized and at the expense of the Contractor and will not be approved by the Engineer or paid for by the Owner. Work so done may be ordered removed by the Engineer at the Contractor's expense.
- 13.2 Without invalidating the Contract, the Owner may, at any time or from time to time by written order and without notice to the sureties, order additions, deletions or revisions in the Work. These will be authorized by Change Orders. Upon receipt of the Change Order, the Contractor shall promptly and diligently proceed with the work involved. If any Change Order causes an increase or decrease in the Contract Price, or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14, subject to the conditions hereinafter stated.
- 13.3 The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner. Failure to proceed shall constitute a breach of Contract and shall be cause for termination of the Contract. Should the Contractor believe that a Change Order entitles him to a change in Contract Price or Time, or both, it shall give the Owner Written Notice within seven days after receipt of the Change Order. Thereafter the Contractor shall document the basis for change in the Contract Price and Time within thirty days. Failure to notify the Owner within seven days after receipt of the Change Order and to adequately document the basis for change within prescribed time shall constitute an abandonment of all entitlement.

ARTICLE 14 CHANGES IN CONTRACT PRICE AND TIME

- 14.1 The Contract Price may be changed only by a Change Order. The value of work covered by a Change Order for increase or decrease in the Contract Price shall be determined in the manner provided herein, in the following order of precedence.
- a. Unit prices listed in the Bid Schedule.
 - b. An agreed lump sum.
 - c. On the basis Cost of the Work determined as provided in Article 14.1.1 plus a Contractor's Fee as provided in Article 14.1.2.

14.1.1 The Cost of the Work shall be determined as follows:

- (a) For all labor and foreman in direct charge of the specific operations, the Contractor shall receive the actual rate of wage in effect at the time the work is performed for each and every hour that said worker and foreman are actually engaged in such work. Said agreed rate shall be no higher than that

regularly paid the employee. A foreman shall not be used where there are fewer than two workers employed except with the written consent of the Owner.

The Contractor shall receive the actual costs paid to or in behalf of workmen by reason of fringe benefits including but not limited to social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay.

Expenses of working after hours, on holidays or on Saturdays and Sundays shall be included to the extent authorized by the Owner. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

- (b) For cost of materials accepted by the Engineer and used as an integral part of the finished work, the Contractor shall receive the actual cost of such materials delivered to the work, including transportation charges paid by him, exclusive of equipment rentals as hereinafter set forth.

For other materials used in the construction which are not an integral part of the finished work, such as but not limited to sheeting, false work and form lumber, the Contractor shall be reimbursed in the amount agreed upon by the Owner before such work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

- (c) Cost of construction equipment shall be based on the actual time the equipment is required to perform the work and shall not exceed eight hours per day unless equipment is in operation for a longer time. Moving time, loading, unloading and hauling will not be paid for if the equipment is used at the site for other work.

For the use of equipment moved in on the work and used exclusively for this work, the Contractor will be paid the rates herein specified including moving time, loading, unloading and hauling. The time period shall begin at the time the equipment is unloaded at the site of the work, shall include each day or fraction thereof that the equipment is at the site of the work, excluding Saturdays and Sundays and other legal holidays unless the work is performed on such days, and shall terminate at the end of the day on which the Owner directs the Contractor to discontinue the use of such equipment.

The rates of payment for equipment used, regardless if owned or rented, including fuel and lubricants but excluding operators, shall be as agreed upon between the Owner and Contractor, in writing, before work begins, but shall be no higher than the current rates recommended by the Associated Equipment Distributors (AED), based on the weekly rental rate converted into hours, assuming a 40 hour week with eight hour days.

No payment will be made for the small tools defined as individual pieces of equipment or tools having a new value of \$1,000 or less.

When the Owner is obligated to pay for idle equipment, the allowance will be 50 percent of the rate determined herein.

(d) For cost of premiums for additional bonds and insurance required because of changes in the work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.

(e) The Cost of the Work shall not include any of the following.

Payroll costs and other compensation of the Contractor's Officers, executives, principles, general managers, engineers, architects, estimators, attorneys, auditors superintendents, foremen not engaged in the work, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office, all of which are to be considered overhead costs covered by the Contractor's Fee.

Costs due to the negligence of the Contractor, an Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Article 14.1.1 (a) through (d).

(f) Cost of Subcontractors used on the work shall be computed in the manner set forth hereinabove in Article 14.1.1 (a) through (e). Subcontractor's Fee shall be as provided in Article 14.1.2 (a) and (c).

(g) No payment will be made until the Contractor furnishes the Owner itemized statements of the Cost of the Work detailed as to the following:

Name, classification, date, daily hours, total hours, rate, and extension for each worker, foreman.

Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.

Quantities of materials, prices including transportation cost and extensions.

Cost of bonds and insurance premiums.

Requests for payment shall be accompanied by original receipted invoices for materials used and transportation charges. If, however, the materials used in the work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the original invoices the statements shall contain or be accompanied by an affidavit of the Contractor which shall certify that such materials were taken from its stock, that the quantity claimed was actually used and that the price and transportation of the material as claimed represent actual cost.

14.1.2 The Contractor's Fee allowed to the Contractor for overhead and profit shall be determined as follows:

- (a) For costs incurred under Article 14.1.1 (a) and (b), the Contractor's Fees shall be fifteen percent.
- (b) For costs incurred under Article 14.1.1.(a), the Contractor's Fee shall be one allowance of five percent regardless of the tier of the subcontractor.
- (c) No fee shall be payable on the basis of costs itemized under Article 14.1.1.(c) and (d).
- (d) The amount of credit to be allowed by the Contractor to the Owner for any such change which results in a decrease of cost to the Contract, will be the amount of the net decrease plus an added deduction for the Contractor's Fee in the amount equal to ten percent of the net decrease.
- (e) When both additions and credits are involved in any one change, the adjustment in Contractor's Fee (ten percent) shall be computed on the basis of the net change in accordance with increased cost or credit.

14.1.3 If directed, the Contractor shall submit to the Owner three qualified bids for extra or changed work and materials, if similar work is not being performed at the Project site. If directed, the Contractor shall submit daily time charges to the Owner each day for Change Order work.

14.2 The Contract Time may be changed only by a Change Order. Extensions of time, when granted, will be based upon the effect of delays to the Work as a whole. Extensions of time will not be granted for non-controlling delays to minor included portions of work unless it can be shown that such delays did, in fact, delay the progress of the Work as a whole. Request for time extensions shall be accompanied by a revised construction schedule or fragment thereof. Extensions of time will not be granted until the Owner is satisfied that the time extension is appropriate and justified.

ARTICLE 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 the date specified in the Notice to Proceed. Time is of the essence for all periods of time specified in the Contract Documents.
- 15.2 The Contractor shall proceed with the Work at a rate of progress that ensures full completion within the Contract Time. It is expressly understood and agreed by the Contractor and Owner that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climate 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 shall pay to the Owner the amount for liquidated damages as specified in the Agreement Form for each calendar day that the Contractor shall be in default after the time or date stipulated thereon; and the Owner may deduct the same from monies due from current progress payments or to become due to the Contractor otherwise.
- 15.3.1 Should the Contractor abandon performance of the Work, the Owner shall have the right to complete the Work with its own or other forces, and the liquidated damages provisions set forth herein as well as other provisions of the Contract shall remain in effect; and such liquidated damages provisions shall not be construed to be a substitute for damages caused by increased cost of the Work but shall be compensatory only for delay in completion of the Contract.
- 15.4 This Article does not exclude the recovery of damages by either party under other provisions of the Contract Documents.
- 15.5 The Contractor will not be charged with liquidated damages or any excess cost when the delay in completion of the Work as a whole is a controlling delay due to the following unforeseeable causes, and the Contractor has given Written Notice of such delay including reasons therefore to the Owner within seven days of the occurrence. Thereafter the Contractor shall present documentation of the unforeseeable cause in delay within thirty days. Failure to notify the Owner within seven days and to adequately document the basis of the delay within prescribed time shall constitute an abandonment of all entitlement.
- 15.5.1 To unforeseeable causes include items beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts 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, unusually severe weather, or delays of Subcontractors, or Suppliers, arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers so documented by the Contractor.

- 15.5.2 As used in paragraph 15.5.1, the terms subcontractors and suppliers means subcontractor or supplier at any tier.

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 reexecute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of correcting 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 days after receipt of Written Notice, the Owner may remove such Work, store the materials and replace the rejected Work at the expense of the Contractor.
- 16.3 Any work that may be done or materials ordered by the Contractor prior to receipt of the Notice to Proceed, incorporation of previously rejected Work, work done contrary to or regardless of the instructions of the Engineer or Owner, work done beyond the limits shown on the Plans, except as herein specified or any extra work done without written authority from the Owner, will be considered as unauthorized and will not be paid for. Work so done may be ordered removed or replaced at the Contractor's expense.

ARTICLE 17 CHANGED CONDITIONS

- 17.1 The Contractor shall within seven days, 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.
- 17.1.3 The provisions of 17.1.1 and 17.1.2 shall not apply to rock and/or water conditions that may be encountered during the construction of this Project. The provisions set forth in General Conditions, Article 18, "Physical Data"; Specifications Section 02200, "Earthwork" shall apply.
- 17.2 The Owner will promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the cost of, or in the time required for performance of the Work, an equitable adjustment will

be made and the Contract Documents will be modified by a Change Order as provided in Article 14. Any claim of the Contractor for adjustment hereunder shall not be allowed unless it has given the required Written Notice.

ARTICLE 18 PHYSICAL DATA

- 18.1 Each Bidder shall determine to his own satisfaction the actual subsurface conditions including the character and type of soil and other material he will encounter in the Work to be done under the Contract.

Information and data referred to herein is available for the Contractor's information and for whatever use the Contractor may find therefore. The subsurface and other physical data such as those mentioned herein and contained in the Contract Documents or otherwise made available to the Contractor by the Owner or Engineer are not intended as representations or warranties. It is expressly understood that the Owner or Engineer will not be responsible for the completeness or accuracy thereof nor for any deductions, interpretations or conclusions drawn therefrom. The information is made available in order that the Contractor may have the same information as is available to the Owner. The provisions of Article 17.1.1 and 17.1.2 shall not apply to rock and/or water conditions that may be encountered during construction of this Project.

ARTICLE 19 SUSPENSION OF WORK, TERMINATION AND DELAY

- 19.1 The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the Owner.
- 19.1.1 If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner in administration of this Contract, or by its failure to act within a reasonable time; or Work is suspended, delayed or interrupted by others, due to erosion and sediment control violations not the fault of the Contractor or attributable to its negligence; an adjustment will be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay or interruption and the Contract modified by Change Order accordingly. However, no adjustment shall be made under this clause for any suspension, delay or interruption to the extent: (1) that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor; or (2) for which an equitable adjustment is provided for or excluded under any other provision of these Contract Documents.
- 19.1.2 No claim under this Article shall be allowed: (1) for any costs incurred more than seven days before the Contractor shall have notified the Owner in writing of the act or failure to act involved (but this requirement shall not apply to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated,

is asserted in writing within 30 days after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Contract.

- 19.2 If the Contractor is adjudged bankrupt or insolvent, or if it 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 it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if it repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if it repeatedly fails to make prompt payments to subcontractors for labor, materials or equipment, or if it refuses or fails to prosecute the Work or any separable part thereof, with such diligence as will insure its completion within the Contract Time, or if it fails to complete said Work within said time, or if it disregards laws, ordinances, rules, regulations, directions or orders of any public body having jurisdiction over the Work or if it disregards the authority of the Owner or Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its surety a minimum of ten 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 it may deem expedient. In such case, the Contractor will not be entitled to receive any future 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 will be paid to the Contractor except that the maximum payment will not exceed ten percent of the original contract. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated in a Change Order.
- 19.3 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.
- 19.4 After ten days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract for its convenience. In such case, the Contractor shall be paid for all Work executed and any expense sustained therefrom plus reasonable profit for that portion of the Work completed at the date of termination.
- 19.5 If through no act or fault of the Contractor, the Work is suspended for a period of more than 90 days by the Owner or under an order of court or other public authority, then the Contractor may, after ten days from delivery of a Written Notice to the Owner, terminate the Contract and recover from the Owner payment

for all Work executed and all expenses sustained. If the Owner fails to respond to any request for payment within 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 45 days of its approval and presentation, the Contractor may upon ten days Written Notice to the Owner stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders will be issued for adjusting the Contract Price, extending the Contract Time, or both to compensate for the costs and delays attributable to the stoppage of the Work.

ARTICLE 20 USE OF THE PREMISES

- 20.1 The Owner will 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.
- 20.2 Prior to the date of Substantial Completion, the Owner, with the concurrence of the Contractor, may use any completed or substantially completed portion of the Work. Such use shall not constitute an acceptance of such portions of the Work.

ARTICLE 21 SUBSTANTIAL COMPLETION FOR A PORTION OF THE WORK

- 21.1 The Contractor shall not be entitled to a certificate for Substantial Completion for a piece of equipment and/or portion of the Work unless and/or until the Engineer in his sole discretion, determines that placing a piece of equipment and/or a portion of Work into operation will result in a benefit to the Owner. That piece of equipment and/or portion of Work shall be inspected and tested in accordance with Section 01400 and when accepted, a certificate of Substantial Completion will be issued. Upon issuance of the certificate of Substantial Completion by the Engineer, it shall be placed into beneficial operation. The date of Substantial Completion shall be the effective commencement date for any guarantee applicable to the specific equipment or Work. The Contractor shall be advised of operation and maintenance responsibility for that particular piece of equipment and/or portion of Work commencing with the date of Substantial Completion.
- 21.2 All written conditions, if any, of the certificate of Substantial Completion are binding to the Contractor. Failure to comply with such conditions within the time stated therein will be cause for revision of certification of Substantial Completion and revision of commencement of the guarantee. Substantial Completion and commencement of the guarantee may be reinstated upon reissuance of a certificate of Substantial Completion by the Engineer as set forth above.

Certificate of Substantial Completion does not relieve the Contractor of his responsibility under any of the provisions of these Contract Documents unless explicitly noted herein and/or in the written certificate of Substantial Completion.

Written consent of Surety and endorsement from the insurance carrier or carriers permitting prior occupancy or use of any completed or partially completed portions of the Work by the Owner shall be secured and submitted to the Engineer prior to issuance of certificate of Substantial Completion.

- 21.3 Until approval of the final estimate for the entire Contract by the Owner, it shall be the Contractor's responsibility to protect and insure all portions of the Work in beneficial operation against damages resulting from vandalism, theft, floods, fires and malfunction due to other equipment or Work not yet placed into beneficial operation, unless such damage is the direct result of negligence on the part of Owner personnel or fair wear and tear. Should repairs be required due to any reasons other than the exceptions stated above, they shall be performed at no expense to the Owner, and the guarantee commitment date shall be modified to coincide with the date of re-acceptance in accordance with the provisions set forth herein.
- 21.4 Should the Contractor be unable to perform repairs, the Engineer may direct that the necessary repairs be performed by others, and the cost therefore be deducted from monies owed the Contractor. In such an ease, the guarantee commitment date shall be modified to coincide with the date of completion of repairs by others.

ARTICLE 22 PAYMENTS TO THE CONTRACTOR

- 22.1 At least ten days before each progress payment falls due the Contractor shall submit to the Engineer a partial payment estimate, filled out in ink or typewritten and signed by the Contractor, covering Work performed during the period of the partial payment estimate and supported by such data as the Engineer may reasonably require to include schedule updates. If payment is requested on the basis of materials and equipment not incorporated in the Work, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Engineer, as will protect the Owner's interests therein, including applicable insurance. See paragraph 22.2. The Engineer will, within ten days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate for processing, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within 45 days of an Engineer approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner will retain ten percent of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents. The Owner at any time after 50 percent of the Work has been completed, if it finds that satisfactory progress is being made, will eliminate retainage on remaining estimates. When the Work is substantially complete, the retained amount may be further reduced to that amount necessary to assure completion.

- 22.1.1 With each payment, the Contractor, when signing the payment form, must certify that he has made payment from proceeds of prior payments and that it will make timely payments from the proceeds of progress and final payment then due him, to his subcontractors and suppliers in accordance with his Contractual arrangement with them.
- 22.1.2 No payments for installation of equipment requiring Operation and Maintenance Manuals will be made prior to receipt of final approved copies of the Operation and Maintenance Manuals.
- 22.2 Payments shall be made for material or equipment not yet incorporated in the Work after delivery and stockpiling on the Contract site provided submittals have been received and accepted and the material is stored in accordance with the Contract Documents and as recommended by the manufacturer. Payment will not exceed manufacturer's invoice amount, less standard payment retention, and where equipment manuals are required, no payment will be made prior to approval of preliminary submittal of the Operations and Maintenance Manuals. Material for which payment has been made, wholly or partially, shall not be removed from the Work site. Damage or loss of material and equipment remains the responsibility of the Contractor until the Certificate of Substantial Completion is issued. Payment for material and equipment shall not be construed as acceptance by the Owner nor does it relieve the Contractor of the responsibility to incorporate material and equipment that complies with the Contract Documents. Contractor shall show evidence that he has paid the supplier of material and equipment prior to receiving the next payment.
- 22.3 Prior to making a request for final payment, the Contractor shall have completed all Work as defined in Article 1.34 herein, under the Contract.

The Engineer will issue a certificate attached to the final payment request with a copy sent to the Contractor that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, including the retained percentages but except such sums as may be lawfully retained by the Owner, will be paid to the Contractor within 45 days of completion and acceptance of the Work.

- 22.4 The Contractor shall indemnify and save the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workers, 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 Engineer'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

will be resumed in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner will be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner will not be liable to the Contractor for any such payments made in good faith.

ARTICLE 23 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 23.1 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner and Engineer from any and all claims of any nature, and the failure to mention a particular type of claim does not reflect an intention to allow the claim to survive, and all liability to the Contractor other than claims submitted as specified elsewhere in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with the Work and for every act and neglect of the Owner and Engineer and others relating to or arising out of this Work.
- 23.2 The Owner shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the Work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate or certificate is untrue or is incorrectly made, nor from showing that the work or materials do not in fact conform to the Contract. The Owner shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor or his Sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract.
- 23.3 Neither the acceptance by the Owner or any representative of the Owner nor any payment of or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to recover damages. The waiver of any breach of the Contract shall not be held to be waiver of any other or subsequent breach.

ARTICLE 24 INSURANCE

- 24.1 The Contractor shall purchase and maintain insurance with companies acceptable to the Owner meeting requirements specified herein as will protect him from consequential liability which may arise out of or result from the Contractor's execution of the Work, whether done personally or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

24.1.1 Certificates of insurance shall be filed within ten (10) days after receipt of the Notice of Award. These certificates shall contain a provision that policy coverages will not be canceled, altered or materially changed without thirty days prior written notice provided to the Owner, via registered or certified mail, to the address below:

TOWN OF NORTH BEACH
P.O. BOX 99
NORTH BEACH, MARYLAND 20714

24.2 The Contractor shall provide the following:

24.2.1 General Liability Insurance

Such coverage to protect the Contractor and the Owner or Engineer from any claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Such insurance shall include:

Independent Contractor's coverage;

Products and Completed Operations coverage;

Blanket Contractual Liability coverage;

Fire Legal Liability coverage;

Broad Form Property Damage coverage;

No Water Damage Exclusion;

The Comprehensive General Liability Policy shall contain an endorsement indicating that the XC (Explosion and collapse) exclusions applicable to a Contractor's Policy have been deleted for certain work. The XC exclusion shall be deleted on construction contracts for water mains, sanitary sewer and storm drain whenever explosives of any types are to be used to perform Work as set forth in the Contract, and when deemed necessary in the best interest of the Owner, and on construction Contracts under which the Contractor will be constructing buildings and/or facilities. Policy limits shall be as specified herein for each occurrence of Property Damage;

No "Employee Exclusion" with respect to personal injury coverage;
and

The Owner shall be named as an additional insured as their interest may appear.

Limits of Liability to be less than \$500,000 Each Occurrence and Aggregate (where usually applicable) Combined Personal Injury and Property Damage Liability.

24.2.2 Automobile Liability Insurance

Such coverage shall protect the Contractor and the Owner from any claims arising out of the use of any owned, non-owned and hired automobiles.

Limit of Liability to be not less than \$500,000 Each Accident Combined Bodily Injury and Property Damage Liability.

24.2.3 Workers' Compensation and Employers' Liability Insurance

Statutory coverage for place and type of work to be performed.

Employers' Liability Insurance Limits - Not Less Than:
\$100,000 Each Accident - Bodily Injury by Accident
\$100,000 Each Employee - Bodily Injury by Disease
\$500,000 Policy Limit - Bodily Injury by Disease

24.2.4 Umbrella Liability Insurance

Limit of Liability \$2,000,000 Each Occurrence and Aggregate (where usually applicable), unless otherwise specified.

24.2.5 All policies including those required under Paragraph 24.3 shall be made payable to the Owner and Contractor as their interest may appear with policies left with the Engineer.

24.3 Supplemental Coverages:

Where so indicated in Contract Documents, the Contractor shall supply the following additional insurance coverages:

24.3.1 Railroad Protective Liability Insurance.

Policy limits of not less than \$2,000,000 combined single limit for Personal Injury and Property Damage per occurrence, unless otherwise specified or required by the Railroad.

24.3.2 Builders' Risk or equivalent coverage affording "All Risk" coverage acceptable to the Owner.

Required for Contracts which include erection of a structure or facility or an addition to or renovation of an existing structure or facility.

The amount of coverage shall be based upon the 100% projected completed value of the Work and shall be in effect prior to Work commencing and stay in effect until the Contract is completed by the Contractor and accepted by the Owner.

ARTICLE 25 CONTRACT SECURITY

- 25.1 The Contractor shall within the time specified in the Information for Bidders furnish the Owner with a Labor and Material Bond in penal sum equal to 100 percent of the amount of the Contract price, and a Performance Bond Payment in penal sums equal to 100 percent of the amount of the Contract price. Bonds shall be conditioned upon the performance by the Contractor of all undertakings, covenant, terms, conditions and agreements of the Contract Documents, and upon the prompt payment by the Contractor to all persons supplying labor, materials services 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 of Maryland 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 bankrupt or loses its right to do business in the State of Maryland or is removed from the list of Surety companies accepted on Federal Bonds, the Contractor shall within ten days after notice from the Owner to do so, substitute an acceptable Bond (or Bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such Bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable Bond to the Owner.

- 25.2 Should the Contract Price be increased by 25 percent or more before Final Acceptances, the amount of the Maintenance Bond shall be increased accordingly.

ARTICLE 26 ASSIGNMENTS

- 26.1 Neither the Contractor nor the Owner shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of both parties.

ARTICLE 27 INDEMNIFICATION

- 27.1 The Contractor shall defend, indemnify and hold harmless the Engineer, the Owner and their agents and employees from and against any and all claims, suits in law or equity, actions, damages, losses and expenses of every name, and description, including attorneys fees to which the Engineer, the Owner and their

agents and employees may be subject or put by reason of injury to persons (including bodily injury, death or any other form of personal injury) or property damage arising out of or resulting from the performance of the Work whether caused or alleged to be caused in whole or in part by any negligent act or omission 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, regardless of whether or not it is caused in part by the Engineer, the Owner and their official agents or employees, the party indemnified hereunder, or other cause.

- 27.2 Monies due or to become due the Contractor under the Contract as may be considered necessary by the Owner, shall be retained by the Owner until such suits or for damages shall have been settled or otherwise disposed of or satisfactory evidence to that effect furnished to the Owner.

ARTICLE 28 SEPARATE CONTRACTS

- 28.1 The Owner reserves the right to let other contracts in connection with this Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results.
- 28.2 The Owner may perform additional work related to the Project by itself, or it may let other contracts containing provisions similar to these. The Contractor shall afford the other Contractors who are parties to such contracts, the Owner, if it is performing the additional work itself, reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 28.3 If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, Written Notice thereof shall be given to the Contractor prior to starting any such additional work. Should the Contractor believe that the performance of such additional work by the Owner or others results in additional expense to the Contractor or entitles him to an extension of the Contract Time, he shall give the Owner Written Notice within seven days after receipt of the Owner's notice.

ARTICLE 29 SUBCONTRACTING

- 29.1 The services of specialty subcontractors may be utilized on those parts the Work which, under normal contracting practices are performed by specialty subcontractors within the parameters set forth herein and in the Information for Bidders.

- 29.1.1 Before entering into any subcontracts, the Contractor shall submit a written statement to the Owner giving name and address of the proposed subcontractor, manufacturer and Supplier, the portion of the Work and material that he is to perform and furnish, and shall further certify that the proposed subcontractor, manufacturer or supplier has the necessary facilities, skill, integrity, past experience and financial resources to perform the Work in accordance with requirements of the Contract.
- 29.1.2 No substitution for any subcontractor, manufacturer or supplier, person or entity previously selected by the Contractor shall be made without written notification to the Owner.
- 29.2 The Contractor shall not award Work to subcontractors in excess of 50 percent of the Contract Price without prior approval of the Owner.
- 29.3 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 it is for the acts and omissions of persons directly employed by him.
- The Contractor shall be fully responsible for the coordination of the work of the trades, subcontractors and suppliers and their officers, agents and employees.
- 29.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bond subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- 29.4.1 All subcontractors shall be specifically bound by terms of Article 7.4.
- 29.5 Nothing contained in the Contract Documents shall create any contractual arrangement between any subcontractor and the Owner or Engineer.

ARTICLE 30 ENGINEER'S AND INSPECTOR'S AUTHORITY

- 30.1 The Engineer will act as an Owner's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He will within a reasonable time, make decisions relative to interpretation 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. Work to be carried out under guidance of the Engineer and to his complete satisfaction.

- 30.2 The Contractor shall be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 30.3 The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety.
- 30.4 Authority and Duties of Inspectors
- 30.4.1 Inspectors are authorized agents of the Owner and shall be authorized to inspect all work done and all material furnished. Such inspection may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to revoke, alter or waive any requirements of the Contract, nor is he authorized to approve or accept any portion of the complete Project. He is authorized to call the attention of the Work or the Contractor to any failure of materials to conform to the Contract. He will have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Engineer. Inspectors will perform their duties at such times and in such manner as will not-unnecessarily impede progress of the Contract.
- 30.4.2 The Inspector will in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the Work by the latter. Any advice which the Inspector may give the Contractor shall not be construed as binding the Owner or Engineer in any way, or releasing the Contractor from fulfilling all of the terms of the Contract.
- 30.4.3 Where there is disagreement between the Contractor and the Inspector, such as refusal by the Contractor to use properly approved materials; for performing work not in compliance with the Contract Documents and refusing to suspend work until problems at issue can be referred to a decision by the Engineer, the Inspector will immediately direct the Engineer's attention to the issues of disagreement and if the Contractor still refuses to make corrections, comply or suspend work, the Owner will prepare and deliver in writing to the Contractor, by mail or otherwise, a written order stopping the Work and explaining the reason for such shutdown. As soon as the Inspector is advised of the delivery of the shutdown order, the Inspector will immediately leave the site of the Work. Work performed during the Inspector's absence will not be accepted or paid for and may be required to be removed and disposed of at the Contractor's expense.

ARTICLE 31 GUARANTY

- 31.1 The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date(s) of substantial completion, except that those items listed as exceptions on the certificate(s) of substantial completion shall be so guaranteed for a period of one year from the date of

Contract Final Acceptance. The Contractor warrants and guarantees that the completed Work is free from all defects due to faulty materials, equipment and workmanship. This shall include but not necessarily be limited to the following.

- 31.1.1** Against all faulty or imperfect materials and equipment, subsidence of backfills, fills and embankments, vegetation stabilization, and against all imperfect, careless and/or unskilled workmanship.
- 31.1.2** That the work performed under this Contract, including all mechanical and electrical equipment, and appurtenances, and each and every part thereof, shall operate, with proper care and maintenance, in a satisfactory and efficient manner in accordance with the requirements of these Contract Documents.

Where manufacturer's warranty(s) are required elsewhere herein which are in effect for a period greater than the Contractor's guarantee period, warranty said equipment shall name the Owner as a beneficiary, and the Contractor shall furnish the Owner with a copy of the manufacturer's equipment guarantee.

- 31.1.3** That the structures shall be watertight and leak proof at every point and in every joint.
- 31.1.4** No use or acceptance by the Owner or Engineer of the Work or any part thereof, nor any failure to use same, nor any repairs, adjustments, replacements, or corrections made by the Owner due to the failure to comply with any of its contractor's other obligations under the Contract Documents or other corrections made by the Owner shall impair in any way the guarantee obligations assumed by the Contractor under these Contract Documents.

The Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the Work resulting from such defects and agrees to replace with proper workmanship, materials and equipment, and re-execute, correct or repair without cost to the Owner, any Work which may be found improper or imperfect and/or which does not operate in a satisfactory manner and fails to perform as specified, or in any other way does not conform to the Contract Documents, unless such damage is the direct result of negligence on part of Owner personnel, or fair wear and tear. 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.

ARTICLE 32 CLAIMS, DISPUTES, JURISDICTION AND VENUE

- 32.1** Any claim, dispute on any matter in question between the Contractor and the Owner arising under the terms and provisions of this Contract, including without limitation, a claim for breach of contract, shall be initially submitted in writing to

the Owner within thirty days of the event giving rise to the claim dispute or other matter. The Owner shall in no way be obligated to enter into arbitration proceedings with a Contractor for any purpose whatsoever. The Owner will reserve onto itself the right to determine what form of litigation and its location are appropriate at the time of the dispute arises. Any Claim upon which the Owner elects litigation shall be decided only by non-jury litigation in the Circuit Court of Calvert County, and the Contractor waives jurisdiction or venue in any other court or tribunal.

ARTICLE 33 TAXES

- 33.1 The Contractor shall pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is performed.

ARTICLE 34 OFFICIAL NOT TO BENEFIT

- 34.1 No officer or employee of the Owner shall be admitted to any share or part of the Contract or any benefit that may arise therefrom, and any Contract entered into by the Owner in which any officer or employee of the Owner shall be personally interested shall be void, and no payment shall be made thereon by the Owner or any officer thereof; but this provision shall not be construed to extend to the Contract if made with a corporation for its general benefit.

ARTICLE 35 BRIBES

- 35.1 A bribe or attempt to bribe any employee or officer of the Owner by the Contractor shall be considered as execution of the Contract in bad faith, and shall thus empower the Owner to complete the Work and deduct the entire cost thereof from any monies due or to become due the Contractor under the Contract, all as set forth in Article 19.

ARTICLE 36 STANDARDS

- 36.1 Whenever in these contract documents reference is made to any of the following specifications, codes, standards and requirements by abbreviation or name; it shall be understood that the specifications, code, standards and requirements in effect on the date of advertisement for bids shall govern, except to the extent that said standards and/or requirements may be in conflict with applicable laws, ordinances, etc.

ACI - American Concrete Institute
AISC - American Institute of Steel Construction
ASTM - American Society for Testing and Materials
AWWA - American Water Works Association
BOCA - Building Officials and Code Administrators
NEC - National Electrical Code
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
USASI - Standards of the United States of America
Standard Institute (formerly American
Standards Association)
UL - Underwriters Laboratory

SPECIAL CONDITIONS TO THE CONTRACT

PART 1.0 PROJECT DESCRIPTION

The Project includes renovation to Callis Park adjacent to Chesapeake Avenue including an existing 3,968 square foot +/- tot lot and a 1,024 square foot +/- area. Renovations include the installation of new play equipment, swings, benches, trash receptacles, game tables, poured in place rubber surface with HDPE boarder and related work specified in the contract documents. Work hours shall be Monday thru Friday 7am to 5pm.

PART 2.0 CONTRACT AND CONTRACT DOCUMENTS

- A. The specifications and Addenda hereinafter issued by the Owner shall form part of the Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The Table of Contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to carious provision of the Contract documents and in no way effect, limit or cast light on interpretation of the provisions to which they refer.

PART 3.0 CONTRACT DRAWINGS

SEE APPENDIX "A"

PART 4.0 CONTRACT TIME/LIQUIDATED DAMAGES

- A. The work included in the PROJECT shall be commenced at the time stipulated by the OWNER in the Notice-to-Proceed (NTP) and shall be fully completed and ready for final acceptance by the OWNER within the time frame listed below. Liquidated damage shall be at the amount shown for each calendar day the work remains incomplete beyond the time specified.

	<u>Contract Time</u> (Calendar Days)	<u>Liquidated Damages</u>
Callis Park Tot Lot	60	\$200

PART 5.0 SCHEDULING AND ACCESS TO ADJACENT PROPERTIES

The Contractor shall schedule the work under this Contract so as to result in minimal disruption to access to the Town beach property.

The permits listed herein may contain State and Federal approvals for work that is not included in the Contract.

PART 7.0 MAINTENANCE AND PROTECTION OF TRAFFIC

- A. The Contractor shall be responsible to maintain and protect traffic in the project area to the satisfaction of the applicable Local Regulatory Agencies, the Owner and the Engineer. Unless otherwise specified within the Contract Documents, the Contractor must maintain pedestrian and vehicular traffic and permit access to business, residences, and intersecting streets at all times.

Where detours will be required, the Engineer will require the Contractor to submit for the Engineer's approval a detour plan for all portions of the work. It shall be the sole responsibility of the Contractor to keep the Local Regulatory Agencies (including but not limited to the Police and Fire Departments) advised at least 72 hours in advance of changes in traffic patterns due to reduction of pavement widths or closing of streets. The Contractor shall supply, install, maintain, adjust, move all signs, suitably lighted barricades, traffic cones and traffic delineators, as necessary to carry out the traffic routing plan and maintain vehicular and pedestrian traffic.

The Contractor shall furnish, light, and maintain such signs as may be directed, or may be necessary for the safe regulation, or convenience of traffic. Said signs will be as specified on the Contract Drawings or elsewhere herein, or if not specified, they shall be adequate for the regulation, safety and convenience of traffic and in conformance with the applicable requirements of the State/Federal Manual on Uniform traffic Control Devices. The Contractor shall provide, erect, and maintain suitably lighted barricades, warning lights, etc. as needed or directed in order to keep people and vehicles from excavations, obstacles, etc. The Contractor may be required to employ trafficmen and take other such reasonable means and precautions as the Engineer may direct, or as may be needed to prevent damage or injury to persons, vehicles, or other property, and to minimize the inconvenience and danger to the public due to construction operations. He shall arrange his operations to provide access to properties along the street including temporary bridges to driveways, and provide access to fire hydrants, manholes, gate boxes, or other utilities. Whenever any trench obstructs traffic in or to any public street, private driveway or property entrance, the Contractor shall take such steps as required to maintain necessary traffic and access. The Contractor shall confine his occupancy of public or traveled ways to the smallest space compatible with the efficient and safe performance of the work contemplated by the Contract.

Suitable lighting, barriers, or barricades shall be furnished by the Contractor and put up and maintained at all times during the night or daytime, around all open ditches, trenches, excavations, or other work potentially dangerous to traffic.

Should the Contractor or his employees neglect to set out and maintain barricades or light as required in these Specifications, the Engineer immediately, and without notice, may furnish, install, and maintain barricades or lights. The cost thereof shall be borne by the Contractor and may be deducted from any amount due or to become due to the Contractor under this Contract.

Temporary detours shall be constructed on the site as directed by the Engineer, required by the Contract Drawings or specified elsewhere herein. Said detours shall not have grades in excess of 10% anywhere along their lanes unless otherwise shown on the Contract Drawings. Detours shall be smooth riding as determined by the Engineer.

The cost to maintain and protect traffic will not be measured for payment unless there is a Contract item in the bid proposal. If there is no item in the bid proposal then the cost of this work shall be included in other payment items in the Contract.

APPENDIX “A”

**TOWN OF NORTH BEACH
CALLIS PARK RENOVATION PROJECT**

GENERAL NOTES

- 1. Information including topography shown on the contract drawings relating to materials, conditions, quantities of work and/or locations of existing structures, utilities and other features has been compiled from available information, record maps and filed surveys and is not guaranteed correct or complete.**
- 2. Prior to the installation of work called for under this contract, the contractor shall take all necessary measurements to assure proper fabrication and installation of the work, he shall be responsible for checking of all field dimensions, whether or not shown on the drawings, upon which the accurate fabrication and installation of the work may depend or which may affect the proper installation of related work.**
- 3. In case of conflict between any parts of the plans and specifications or if any errors or omissions are discovered in the lines, grades and dimension, the contractor shall notify the engineer immediately and shall request a written determination prior to proceeding with the work involved. If work proceeds with the knowledge of the error or omission and without a written determination, such work will not be considered as in compliance with these plans and specifications.**
- 4. Any damages to existing roads, pavement areas, utilities or other facilities shall be repaired by the contractor at no additional cost to the owner.**
- 5. Methods and means of construction are the responsibility of the Contractor.**
- 6. Attention is called to Public Service Commission Order No. 60838, Chapter 863, Effective August 1, 1974 and Section 28A, Article 78 of the Annotated Code of Maryland (1974) regarding the protection of underground utilities and the responsibility of the contractors contained therein. The contractor shall contract "Miss Utility" at 1-800-257-777, 48 hours in advance of any construction for location of underground utilities or the owner of any facilities not covered by "Miss Utility".**
- 7. It is the responsibility of the contractor to meet all requirements of Federal, State, Local Authorities, Utility Companies regardless of information stated on these plans.**

SITE FURNISHINGS AND EQUIPMENT

PART 1.0 GENERAL

A. DESCRIPTION OF WORK

Install miscellaneous site furnishings as shown on the Civil/Site Drawings and/or specified herein.

Specific items included in this Section are as follows:

New Equipment
Turf Surfacing / Edging

B. CODES AND STANDARDS

Standards for the equipment and work under this contract are as follows:

1. ISO 14001
2. ISO 9001
3. Consumer Product Safety Commission (CPSC)
4. International Play Equipment Manufacturers Association (IPEMA)
5. ASTM Standard F1487
6. CAN/CSA Z614 – Guideline on Children’s Play Spaces and Equipment
7. ASTM F 1292 – Standard Specification for Impact Attenuation Under and Around Playground Equipment

C. SUBMITTALS

Submit to the Owner the following for approval:

1. Layout drawing with dimensions
2. Shop drawings and Manufacturer’s specifications for all equipment and materials to be furnished

PART 2.0 PRODUCTS - SEE APPENDIX “A”

PART 3.0 EXECUTION

A. GENERAL

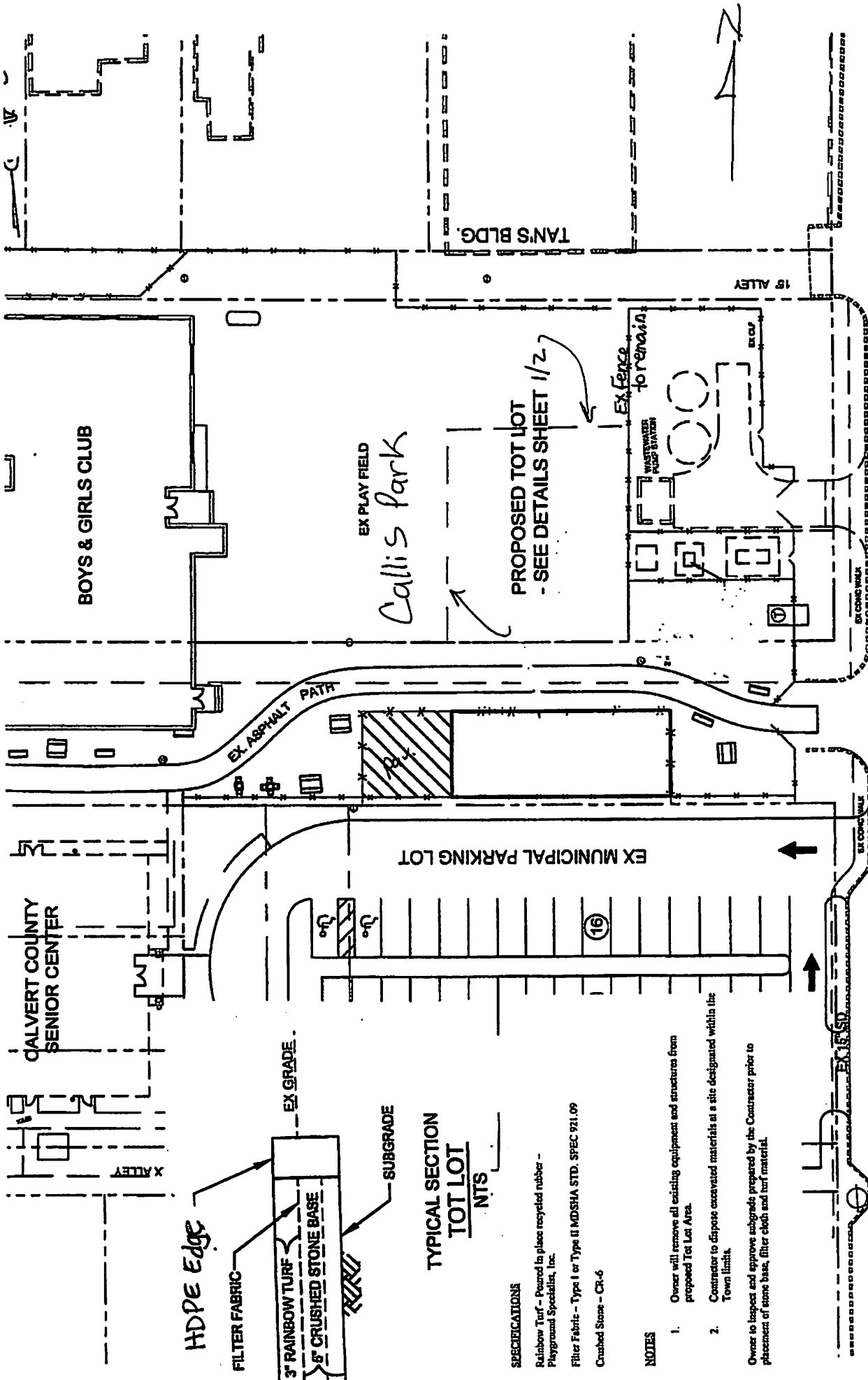
Install all equipment as detailed on the Drawings, specified herein and as further recommended by the manufacturer.

Deliver, store, uncrate, handle, and install site furnishings in a manner that prevents damage.

Remove promptly from site all debris resulting from installation of furnishings.

Protection of all equipment and site furnishings is the responsibility of the contractor until accepted by the Town for use.

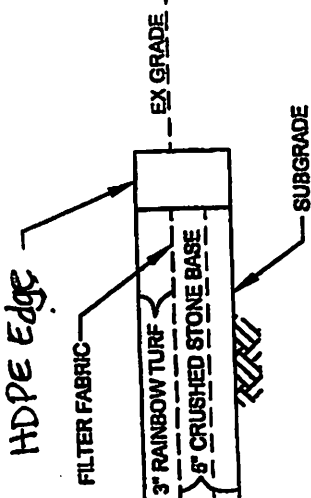
- B. For any items of work shown on the drawings but which are not specifically covered in these Specifications use normal acceptance materials and methods for type of work involved.



TOT LOT RENOVATIONS
 CALLIS PARK
 TOWN OF NORTH BEACH
 CALVERT COUNTY MARYLAND
 2/15/18

CHESAPEAKE AVENUE
 TO 5TH STREET
 TO 3RD STREET

SITE PLAN
 1" = 40'



TYPICAL SECTION
 TOT LOT
 NTS

SPECIFICATIONS
 Rainbow Turf - Peured in place recycled rubber -
 Playground Specialists, Inc.
 Filter Fabric - Type I or Type II MDSHA STD. SPEC 921.09
 Crushed Stone - CR-6

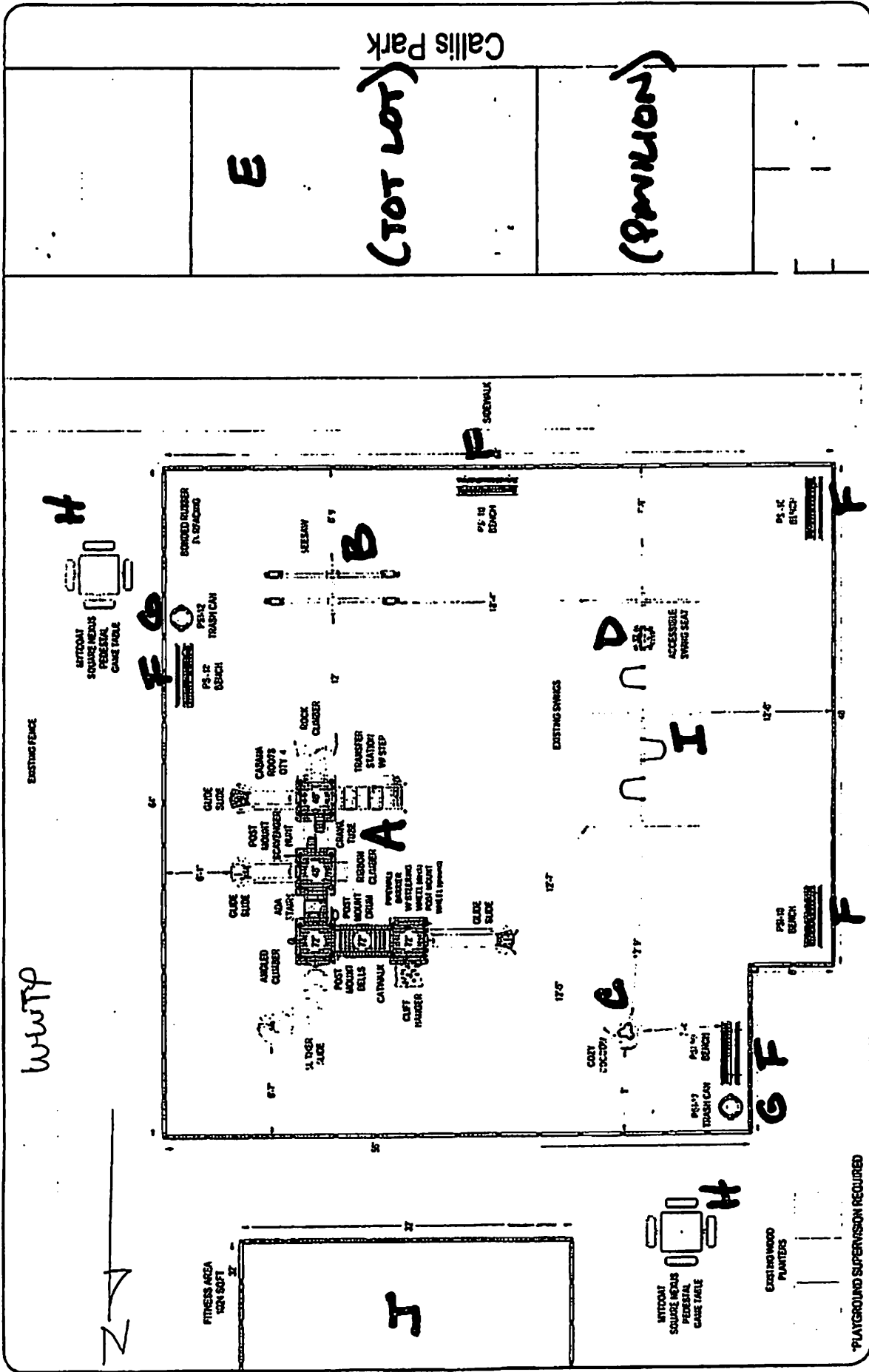
NOTES

1. Owner will remove all existing equipment and structures from proposed Tot Lot Area.
2. Contractor to dispose excavated materials at a site designated within the Town limits.

Owner to inspect and approve subgrade prepared by the Contractor prior to placement of stone base, filter cloth and turf material.

CHESAPEAKE AVE.

w/w/p



*PLAYGROUND SUPERVISION REQUIRED

(TOT LOT) Callis Park

(PARKING)

Detail Sheet 1 of 2
NTS

<u>STRUCTURE DESCRIPTION</u>	<u>MANUFACTURER</u>	<u>CATALOG #</u>	<u>COMMENT</u>
A CUSTOM CHALLENGER STRUCTURE	PLAYWORLD	P 122118-10B	
B 4 SEAT FULCRUM SEESAW	PLAYWORLD	0605	
C COZY COCOON – SPINNING	PLAYWORLD	0483	
D ACCESSIBLE SWING SEAT	PLAYWORLD	0224	
E ENCLOSED INFANT SEATS	PLAYWORLD	PSI-25	
F MYTCOAT BENCH	PLAYWORLD	PSI-10	
G MYTCOAT TRASH RECEPTACLE	PLAYWORLD	PSI-12	
H SQUARE NEXUS PEDESTAL TABLE	PLAYWORLD	TSQ46-B-48-000	
I EX SWING SET – TO REMAIN	N/A	N/A	
J EX MONKEY BAR EQUIP TO REMAIN	N/A	N/A	

Detail Sheet
2 of 2