

**SUPPLEMENTARY
GENERAL CONDITIONS
CITY OF MACON/BIBB**

- 1.1 Spirit and Intent. It is the spirit and intent of these Specifications, and of the accompanying Drawings, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purposes for which they are designed. Mention in the Specifications or indications on the Drawings of articles or materials, operations or methods requires that the Contractor provide each item listed, of quality or subject to qualification notes; perform according to conditions stated each operation prescribed; and provide therefore all necessary labor, materials, tools, equipment and incidentals to complete the work as shown on the plans.

The Drawings and the Specifications are intended to be mutually explanatory and complete; and all work called for by one, even if not by the other, shall be fully executed. Detailed drawings shall take precedence over small-scale drawings. In case of discrepancy, either in the figures, in the drawings or in the Specifications, the matter shall be promptly submitted to the Landscape Architect who will promptly make a determination in writing. Any adjustment by the Contractor without this determination shall be at his own risk and expense.

- 1.2 Errors or Omissions. The Contractor shall not be allowed to take advantage of errors or omissions in the Specifications or Drawings as full instruction will be given if such errors are discovered. Upon his discovery of any statement or detail, which is discrepant or otherwise appears in error, the Contractor shall immediately call it to the attention of the Landscape Architect. There are specific notes on the drawings to help the contractor avoid missing important parts of the plans. Contractor shall pay close attention to the notes as stated on the plans.

- 1.3 Measurements. Before ordering any material or doing any work, the Contractor shall verify all measurements on the site and shall be responsible for correctness of same. No extra charge or compensation shall be allowed on account of difference between actual dimensions necessary and the measurements indicated on the drawings. Any difference, which may be found, shall be submitted to the Landscape Architect for consideration prior to beginning the work. The city did not perform an infield survey so many of the dimensions are taken from documents that may not be absolute. Therefore, it is imperative that the contractor check the dimensions in the field and bid accordingly.

The following principles shall govern the settlement of disputes which may arise over discrepancies in the contract documents: (a) as between figures given on drawings and the scaled measurements, the scaled measurements shall govern; (b) as between large-scale drawings and small-scale drawings, the larger scale shall govern; (c) as between drawings and specifications requirements of the specifications shall govern; and (d) as between the Form of Agreement and the Specifications, requirements of the Form of Agreement shall govern.

- 1.4 Quantities. Quantity estimates where shown have been made carefully, but the Landscape Architect assumes no liability for omissions or errors in the measurements. Estimates are only an aid to clarification of units and a check for the contractor to compare with his own estimates. Differences shall be brought to the attention of the Landscape Architect. Quantities necessary to complete the work on the Drawings shall be provided by the contractor. No extra compensation shall be allowed for extra quantities necessary to complete the work as shown on the plans.
- 1.5 Examination of Site. Before submitting bids for the work, each bidder shall be expected to have examined the premises of the site and satisfied himself as to the existing conditions under which he shall be pledged to operate or that in any manner shall affect the work. No allowance shall be made subsequently in this connection on behalf of the Contractor for any error or negligence on his part.
- 1.6 Environmental Protection
Trees to Save. Trees not marked to be removed shall be carefully protected by the Contractor from foliage, trunk and root damage. Roots shall be protected to the outer perimeter of tree foliage (or drip-line) and 2' beyond.
- 1.7 Temporary Suspension of Work. The Landscape Architect shall have the authority to suspend the work, wholly or in part, for such period as he may deem to be in the best interest of the Owner, due to conditions which are considered unfavorable to the suitable carrying out of work, or for failure on the part of the Contractor to carry out instructions or to perform any provision of the agreement. The Contractor shall immediately respect the written order of the Owner to suspend the work wholly or in part. The Contractor shall not suspend work without such written authority, and shall immediately resume work when conditions are favorable or when methods have been corrected, as approved by the Landscape Architect in writing.
- 1.8 Materials and Workmanship. Workmanship and materials shall be as prescribed by these Specifications and the Drawings. Whenever not explicitly described, all workmanship used or employed in carrying out the work shall be the best of the respective grades and qualities. Where equipment, materials or articles are referred to in the Specifications as "equal to" any particular standard, the Landscape Architect shall decide the question of equality. When required by the Specifications or when called for by the Landscape Architect, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials, and articles installed or used without such approval shall be at the risk of subsequent rejection.
- 1.9 Other Contracts. The Landscape Architect may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other such contractors, including the Owner or his employees and carefully fit his own work to such additional

work as directed by the Landscape Architect. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor or employee of the Owner.

- 1.10 Minor Modifications. The Contractor shall make such minor modifications in the execution of the work to be done under these Specifications which in the judgment of the Landscape Architect shall be necessary or expedient to carry out the intent of the contract before or during the progress of the contract.

No increase over the contract price shall be paid to the Contractor on account of such minor modifications. Work, which materially increases the cost to the Contractor, shall not be ordered under the provisions of this paragraph.

- 1.11 Rejection. All materials which do not meet these Specifications or the requirements of the contract drawings shall be rejected by the Landscape Architect and shall be removed from the site and replaced by proper materials by the Contractor at his own expense.
- 1.12 Contractor's Responsibilities. The Contractor shall, without additional expense to the Owner, obtain all licenses and permits required for the execution of the work. The Contractor shall give supervision to the work and have a responsible foreman continuously on the job to act for him. The Contractor shall provide and maintain all temporary roadways and utilities which may be authorized and all barriers, colored lights, danger signals, and other devices necessary to provide for the traffic control and safety. The Contractor shall, at all times, be responsible for the safety and conduct of his employees. He shall, for the protection of the owner, maintain liability insurance for the duration of the job in limits described hereinafter and insurance covering property damages as well as any other insurance required by law. The Landscape Architect may in writing require the Contractor to remove from the work such employees as he deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Landscape Architect to be contrary to the Owner's interests.
- 1.13 Space for Storage of Construction Materials. The Contractor shall provide suitable protection for material and equipment on the site and shall maintain all storage space in a safe and orderly condition. The Owner assumes no liability for loss or damage to materials or equipment due to improper storage, lack of protection from the elements or from any other causes. Inflammable materials shall be enclosed in safe containers.

Contractor shall have access to the adjacent parking lot and open spaces for storage or staging. However, contractor is responsible for any damage done to the parking lot or open spaces and shall leave them in the same condition as they were before the project execution.

- 1.14 Cleaning During Work. The Contractor shall clean up work and surrounding areas from all rubbish or objectionable matter during the course of the work. All mortar, cement and

toxic material shall be removed from the surface of the earth and not allowed to become mixed with the earth.

- 1.15 Contracts. Each portion of the work shall be performed by an organization equipped and experienced to do work in the particular field. Contracts shall be awarded only to parties satisfactory to the Owner and the Landscape Architect.
- 1.16 Clean Up After Completion. Upon completion of the work, the ground shall be cleared of all debris, and all superfluous materials and all equipment shall be entirely removed from the premises to the satisfaction of the Owner before final payment.
- 1.17 Landscape Architect's Decisions. All the work under the contract shall be completed to the satisfaction of the Landscape Architect or his authorized representative who shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are paid for hereunder, and shall decide all questions and the fulfillment of the conditions of this contract on the part of the Contractor. His determination and decision, in case any questions shall arise, shall be a condition precedent to the right of the Contractor to receive any payment hereunder.
- 1.18 Field Display of Plans and Specifications. The Contractor shall maintain a well organized, up-to-date set of Drawings and Specifications to include, but not limited to, all revisions, addenda, change orders, copies of observation reports, memoranda, shop drawings, daily reports, etc., that affect the work. Landscape Architect and Owner shall utilize these plans on site to authorize modifications of changes.

In addition to instruments mentioned include copies of requests for payment and correspondence between Landscape Architect and Contractor. Maintain all copies in orderly files in Contractor's job site office.

- 1.19 Time for Completion. It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that completion of the work in a timely manner is a prime condition of the contract. The Contractor agrees that the work shall be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as to insure full completion at the earliest time.

The schedule shall indicate the dates for the starting and completion of various stages of construction and shall be revised monthly as required by the conditions of the work. See Supplementary Instructions to Bidders for interim dates.

- 1.20 Bid and Performance Bonds. The Contractor shall furnish both bid and performance bonds in an amount equal to one **hundred percent (100%)** of the contract price as security for the faithful bid and performance of the contract and also a Payment Bond in an amount equal to **one hundred percent (100%)** of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The Bid, Performance bond and the Payment bonds may

be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by the Owner.

1.21 Scope of Work. The general scope of work required under this contract shall include all the work identified or implied by the Drawings and Specifications in strict accordance with all laws and ordinances. The work is also defined in Section 01 11 00 Summary of Work.

1.22 Sequence of Work. Work is to be processed in an orderly manner. The organization of the Specifications or contract drawings does not necessarily indicate the order or sequence in which work is to be performed. If prior construction or other contracts on the contract site will interfere with this work, the Landscape Architect will declare the time and date when this contract can be started, on the site.

Contractor shall not interfere with the reasonable use of other facilities within the park that are unaffected by the construction process.

It is the Contractor's duty to coordinate with his subcontractors in advance so that pipe holes, sleeves, inserts, etc., are installed as work progresses. This includes coordination with other independent Contractors working on related work.

Contractor shall coordinate with the city to establish a traffic management plan to close and reopen Morgan Road.

The Contractor shall keep an adequate force on the job until all work is completed, except for interrupting weather conditions and extensions or suspensions approved by the Landscape Architect. The Contractor shall give due and adequate notice of all work he proposes to start to those in control of properties, which may be affected by his operations. Refer to Instructions to Bidders for completion dates.

1.23 Insurance. The Contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance or this contract, to adequately protect the Owner from any claims or damages, including bodily injury or death, which may arise from them during operations under this contract.

Insurance shall be obtained for not less than the limits or liability as specified.

(a) Worker's Compensation: The Contractor shall procure and shall maintain during the life of this contract, Workman's Compensation Insurance for all of the employees to be engaged in work on the project under this contract, and in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in Hazardous work on the project under this contract is not protected under the Workmen's Compensation statute, the Contractor shall provide and shall cause such subcontractor to provide a Workmen's

Compensation policy for the protection of such of his employees not otherwise protected.

- (b) Public Liability, Property Damage, and Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Public Liability and Property Damage Insurance, Comprehensive Contractual Property Damage Insurance and Automobile Liability Insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damage for personal injury, including accidental death as well as from claims for property damage, which may arise from operations under this contract, whether such operations are by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:
- (c) Public Liability Insurance: in an amount not less than \$1,000,000.00 for each person, and subject to the same limit for each person, in an amount not less than \$2,000,000.00 on account of one accident.
- (d) Property Damage Insurance: in an amount not less than \$1,000,000.00 for any one damage claim and in an aggregate amount up to \$1,000,000.00 during a period of twelve (12) months.
- (e) Broad Form Blanket Contractual Liability Insurance: For bodily injury in an amount not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 during a period of twelve months. For property damage in an amount not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 during a period of twelve months. The contractor shall indemnify the Owner as follows.

The Contractor will indemnify and hold harmless the Owner, his agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damage loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, or taking of property, including the loss of use resulting therefrom; and is caused in whole or part by any negligent or willful act or omission of the contractor; and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the owner, or any of his agents or employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor, or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- (f) Automobile Liability Insurance: (a) For bodily injury, including accidental death to any one person, in an amount not less than \$1,000,000.00 and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident; (b) For property damage in any amount not less than \$1,000,000.00 for any one damage claim and in an aggregate amount up to \$1,000,000.00 during a period of twelve (12) months.
- (g) Owner's Protective Liability Insurance: Issued in the name of the Owner for liability and property damage in the same amount as stipulated for the Contractor.
- (h) Builder's Risk Insurance: For the full contract value of the insurable portions of the work.
- (i) Proof of Coverage of Insurance: The Contractor shall furnish the Owner with a certificate showing satisfactory proof of carriage of the insurance required and such insurance shall be approved by the Owner prior to commencing work on his contract nor shall the Contractor allow any subcontractor until all similar insurance required of the subcontractor has been so obtained and approved. Certificate shall be insured with performance bond within ten (10) days of Notice of Award.
- (j) Scope of Insurance: The insurance required shall provide adequate protection for the Contractor and his subcontractors, respectively, as well as the Owner, and the Landscape Architect against damage claims which may arise from operations under this contract, whether such operations by the insured or by anyone directly or indirectly employed by him.
- (k) Special Hazards: The Contractor's and his subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards: excavation, shoring and electrical hazards.
- (l) Certificate of Insurance: The Contractor shall procure and deliver to the Landscape Architect and require subcontractors to procure and deliver to the Contractor, certificates of insurance executed by authorized officers or agents of the insurance companies prior to moving any equipment onto the site or commencement of any phase of the Work. Such certificates shall evidence the insurance companies' receipt of a copy of this Contract and its underwriting of the risks hereby created and as from time-to-time existing. At the request of the Owner, the Contractor shall procure and deliver to the Owner, certified duplicates of insurance policies and applicable endorsements to which such certificates are applicable.
- (m) Contractor's Equipment: The Contractor is solely responsible for any loss or damage to machinery, equipment or tools furnished by the Contractor or Subcontractors in connection with the Work and may carry insurance at its own

expense to cover such exposure with no obligation or liability extending to the Owner. The premium for such insurance and any deductible charged to the Contractor in connection therewith are not reimbursable by the Owner and shall not be included in the Contract Sum.

END OF SUPPLEMENTARY GENERAL CONDITIONS