



**CITY OF NORTH AUGUSTA**

**INVITATION TO BID**

**Soccer Field Renovation**

**130 Hammond's Ferry Rd.**

**North Augusta, SC 9841**

**Next to the Water Treatment Facility**

**Augusta 30th, 2018**

# INVITATION TO BID

**DATE:** 8/30/18

**BID DATE:** 9/11/16

## **DESCRIPTION:**

The City of North Augusta will be accepting sealed bids for the Soccer Field Renovations next to the Water Treatment Facility. All envelopes are to be Sealed and Clearly Labeled: **Soccer Field Renovation Bid**. The bid will be opened and read publicly on September 11<sup>th</sup> at 9:00am.

***Please submit in person or mail bids to:***

**North Augusta**

**ATT: Roy P. Kibler**

**Superintendent of Property Maintenance Department**

**61 Claypit Road**

**North Augusta, SC. 29841**

**[rkibler@northaugusta.net](mailto:rkibler@northaugusta.net)**

**803-441-4144**

The City of North Augusta reserves the right to accept, reject or waive any and all bid documents. Bids may not be awarded on a lump sum basis to any single vendor but may be awarded to multiple vendors on a line item basis.

SEE ATTACHED SPECIFICATIONS & ETC.

This completed form must appear as the top sheet for all bids submitted.

<b>Item #1</b>	<b>Laser Grading Sub Grade</b>	<b>\$</b> _____
<b>Item # 3</b>	<b>Laser Grade 2700 ton of Sand</b>	<b>\$</b> _____
<b>Total of Base Bid:</b>		<b>\$</b> _____
<b>Alternate #1.</b>	<b>Install 1200 ft. of 4" Drain Pipe</b>	<b>\$</b> _____
<b>Alternate #2.</b>	<b>Install 108,900 sq. ft. Sod</b>	<b>\$</b> _____
<b>Total Amount of Bid</b>		<b>\$</b> _____
<b>All Items Bid?</b>		Yes _____ No _____

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

(\_\_\_\_) \_\_\_\_\_

(\_\_\_\_) \_\_\_\_\_

Telephone Number

Fax Number

Email: \_\_\_\_\_

It is the intent and purpose of the City of North Augusta that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Purchasing Department at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source

I hereby propose to furnish the goods and/or services specified at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to sixty (60) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of North Augusta or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

All envelopes must be clearly labeled with the project name, item or service being sought, and the date the bids are due. If you send your bid by mail you should put it into a separate sealed envelope, labeled as required, inside the mailing envelope to safeguard against it being opened in error.

All questions regarding this invitation to bid should be directed to: Roy P. Kibler, Superintendent of Property Maintenance

The City of North Augusta is committed to a fair, open process for interested parties to receive information about the Project and the competitive solicitation process that the City is proposing to utilize for selection of a Certified Sports Field Builder.

Please label envelopes and submit in person or mail to:

City of North Augusta  
Property Maintenance Division  
Soccer Field Renovation Project Bid  
ATT; Roy P. Kibler  
Superintendent of Property Maintenance  
61 Claypit Road  
North Augusta, SC 29841

### **Instructions for Bidders**

- 1. A mandatory Pre Bid Meeting will be held on Sept 6<sup>th</sup>, at 9:00 am at 130 Hammonds Ferry Rd. North Augusta, SC 29841 to view the soccer field location. At this time the site survey showing all existing field elevations and the new field elevations to be graded to, shall be given to all bidders in attendance. All bidders interested in bidding on this project must attend this pre-bid meeting.**
2. All bids must be submitted at the place, time and manner as set forth in the Invitation to bid.
3. Complete sets of documents must be used in preparing the Bid. Documents shall include: the Bid Form as herein provided: Statement of Bidders Qualification. Failure to submit any part of the requested information may be deemed by the Owner as a nonresponsive Bid. The Owner does not assume any responsibility for errors or misrepresentations resulting from the use of incomplete documents.
4. All Bids must be made on the required Bid Form. All blank spaces for Bid prices must be filled in, in black ink or typewritten, and the Bid Form must be fully completed and executed when submitted. Only one copy of the Bid Form is required.
5. Bidders are cautioned that it is the responsibility of each individual bidder to assure that his Bid is in the possession of a responsible representative prior to the stated time and at the place of Bid Opening. The Owner is not responsible for Bids delayed by mail and or delivery services.
6. Once the Bid is submitted and received by the Owner, the Bidder agrees that he may not and will not withdraw his bid for 60 business days (excluding, Saturdays, Sundays, and legal holidays) after the actual date of the Bid opening.
7. The Owner may reject Bids which in its sole judgment are incomplete, conditional, obscure, not responsive, which contain additions not called for, erasures not properly initiated, alterations, or other similar irregularities. The Owner reserves the right to reject any or all Bids and waive any minor or non-material informality, should the Owner deem it to be in the public interest to do so.
8. No award will be made to any Bidder who cannot satisfy the Owner that he has sufficient ability and experience in the class of Work to be completed and sufficient capital to enable him to prosecute and complete the Work successfully within the time period specified. The Owners decision or judgment on these matters shall be final, conclusive, and binding.
9. Each Bidder is responsible for inspecting the site. Bidders must satisfy themselves by personal examination of the site of the work and by such other means as they wish, as to the actual conditions existing at the site, the character and requirements of the work, and accuracy of all estimated quantities stated in the Bid. The failure

or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligations with respect to his Bid.

10. All information given relating to subsurface and other conditions, natural phenomenon, existing utilities, and other structures is from the best sources available to the Owner but are not guaranteed.

**QUALITY ASSURANCE:**

- A. Installer Qualifications:
  1. A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance for this Project, the Contractor who performs the work on the soccer fields shall have a fulltime employee who holds a current Certified **Field Builder Certificate thru the ASBA - American Sports Builders Association submitted with their bid packet.** It can be the General Contractor or a sub-contractor. The work performed by the Certified Field Builder shall include:
  2. Contractor shall be a licensed South Carolina General Contractor with proper sub classifications.
- B. The resume of the natural grass field installation superintendent who will be on-site during the installation shall be provided showing a list of the (5) successful projects for which he/she was responsible.
- C. The Playing Field Contractor shall be responsible for the protection of the field surface after it's installation through Project Completion.
- D. Grade Certification: Certified surveys by a State licensed land surveyor shall be made at the top of the in-place finished sub-grade and the top of the finished rootzone mix installation for conformance to specified final elevations. GPS survey laser equipment shall not be used for finish elevation determination unless approved in writing by the Owner and its representatives. Equipment mounted laser and hub or similar are required for playing field grading operations.
- E. Contractor and Sub-Contractors shall maintain all necessary licenses, permits or other authorizations necessary until the project is accepted by the City. Fees for permits shall be waived. **A City of North Augusta Business License will be required.**
  1. Prior to commencing work, and throughout the term of the contract, the Contractor shall obtain, and maintain, in the limits and under the conditions set forth below, insurance coverage for the following types and levels of coverage:

Automotive & Equipment	\$1,000,000
General Liability	\$1,000,000 / \$2,000,000
Property Damage	\$1,000,000 / \$2,000,000
Workers Compensation	Statutory

2. The Owner shall be named as certificate holder and shall be included as additional insured.
3. The Owner shall be notified no earlier than thirty days before any such policy is cancelled, altered or materially changed.
4. If a subcontractor is used for any portion of the work, the Contractor will provide to the Owner a similar certificate, in the similar amounts and under the similar conditions, from the Subcontractor.
5. Should the Contractor fail to maintain such Workers' Compensation insurance, and should the Owner be found liable to principals, officers, employees and agents of the Contractor, the Owner may recover from the Contractor the amount of any medical costs and compensation paid to or on behalf of the principals, officers, employees and agents of the a Contractor and any expenses related to claims filed under the provisions of Workers' Compensation.

**City of North Augusta  
Soccer Field Renovations Project  
Contractors Statement of Qualifications**

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Owner Name: \_\_\_\_\_

Office Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Mobile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Years in Business  
\_\_\_\_\_

Business Type (Corporation/Partnership/Sole Proprietorship etc.) \_\_\_\_\_

Has this business ever provided design build services? \_\_\_\_\_

If so, where and how much was the contract for? \_\_\_\_\_ \$ \_\_\_\_\_

Has this business ever declared bankruptcy? \_\_\_\_\_

Does this business have any pending lawsuits or unpaid liens? \_\_\_\_\_

How many employees work for this business? \_\_\_\_\_.

Is this business bonded? \_\_\_\_\_ If so, bond amount: \_\_\_\_\_

Does the business have: Workers Compensation \_\_\_\_\_ General Liability \_\_\_\_\_?

List below the largest projects your business has completed.

Project Name	Location	Date Completed	Contract Amount

Name address and phone number of references for respective projects listed above:

1.
2.
3.
4.
5.



List other references:

1.
2.
3.
4.
5.

I hereby certify that the information submitted herewith, including any attachment, is true to the best of my knowledge and belief.

Business Name: \_\_\_\_\_

Owner/Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Soccer Field Renovation Specifications**

#### **General Scope of Work**

1. Earthwork Execution / Playing Field Subgrade & Finish Grade
2. Drainage System Installation
3. Install Rooting Media
4. Sodding New Turf Area

The city of North Augusta shall provide all necessary material for this project such as: 2700 tons of Fairway Plating Sand, 1200 ft. of 4" Double Wall Perforated pipe, 4oz non-woven geotextile fabric, and 40 yds. of 89 stone for the drainage ditches and 108,900 sq. ft. of Celebration Bermuda.

#### **Earthwork Execution / Playing Field Subgrade & Finish Subgrade**

##### **A. Layout and Control**

1. Maintain benchmarks and other elevation control points. Re-establish, if disturbed or destroyed, at no additional cost to the Owner.
2. Establish location and extent of existing utilities before commencement of grading or installation operations.
  - a. Below grade utilities exist surrounding the field edge within and

immediately outside the limits of the playing field. Contractor to use caution. Some operations may include hand digging, potholing, or other methods to establish the locations of these utilities both vertically and horizontally.

3. Surface Water Control

- a. All earthwork operations shall be conducted in a manner to prevent surface water from infiltrating into the subgrade and base. Drainage is to be maintained in all parts of the site to drain surface water without ponding at all times. The Contractor, at his own expense, shall undercut soils saturated by ponding and backfill per this Section at the direction of the Engineer.

B. Moisture Control:

1. Where subgrade soil material, fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill as necessary to provide optimum moisture content. Prevent ponding or other free water on surface subsequent to, or during, compaction operations.
2. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a value which will permit compaction to the percentage of maximum density specified.

C. Compaction Equipment:

1. Compaction equipment used for the Work is subject to approval by the Engineer. Any equipment not originally manufactured for compaction purposes and equipment which is not in proper working order will not be approved. Furnish manufacturer's specifications covering data not obvious from a visual inspection of the equipment and necessary to determine its classification and performance characteristics.

D. Playing Field Subgrade:

1. All cutting, filling, backfilling and grading necessary shall be done to bring the playing field areas to the following subgrade tolerances:
2. The final elevation of the finish playing field subgrade shall be  $\pm 1/2$ " inch at any point on the field and on a 25 foot by 25 foot grid of the finished grades indicated on the Contract Drawings that will be supplied by the city. Laser controlled or indicated equipment shall be used for this part of the work.
  - a. Playing Field Subgrade Elevation Certification: A certified survey by a State licensed land surveyor shall be performed at 25-foot centers to verify grade and elevation of the subgrade. The digital survey document shall indicate spot elevations and tenth of foot contours and shall be submitted to the Engineer for review and approval prior to moving to next part of work.
3. General:
  - a. After verification and approval of the subgrade, the Playing Field Contractor shall then proceed with the fine grading of the subgrade. All fine grade cutting, filling, and backfilling necessary to be performed

- on the subgrade to bring the playing field areas finish subgrade to the required tolerances.
- b. Finish subgrade shall mirror the final finish elevation of the field surface in regards to slope except where noted on the drawings.
- c. Compaction for the finish subgrade shall meet 95% Standard Proctor.
- d. Proof rolling of the finish subgrade is required.
- e. Sufficient grading must be done during the progress of the work so that the entire site shall be well drained and free from water pockets.
- 4. Playing Field Finish Subgrade Tolerance Requirements: The final elevation of the finish subgrade shall be + /- 1/2" half inch at any point on the field and on a 25 foot by 25 foot grid grade as indicated on the Contract Drawings.
- 5. Playing Field Finish Subgrade Elevation Certification: A certified survey by a State licensed land surveyor shall be performed at 25-foot centers to verify required grade and elevation tolerances of the finish subgrade. The digital survey document shall indicate spot elevations and tenth of foot contours and shall be submitted to the Engineer for review and approval prior to moving to next part of work.

## **DRAINAGE SYSTEM INSTALLATION**

### **A. Drain Line Trenching:**

- 1. Only perform trenching, drainage pipe installation and backfilling operations that can be completed in one day. Exposed trenches that collapse due to rain or other occurrences shall be widened and filled as specified or refilled with subgrade materials, compacted, and retrenched.
- 2. Contractor is to daylight the drain pipes at the end of the field near the woods.
- 3. Excavate trenches for all piping to a uniform depth and width, sufficiently wide enough to provide ample working room.
  - a. Minimum width of trench to be 2 times the pipe diameter and not more than 12" wide.
  - b. Trench should have a minimum of .50% with a smooth bottom and compact bottom. The slope should be consistent with no dips or humps.
  - c. Laser equipment should be used to check the slope.
  - d. Drainage trencher shall be laser guided, hydraulically actuated and a soil clean- elevator.
- 4. Contractor to remove or manipulate spoils from trenching excavation so that integrity of finished grade requirements is maintained prior to placing filter fabric.

### **B. Installation of Geotextile Filter Fabric: 4 oz. Non-Woven Geotextile fabric**

- 1. The fabric shall wrap the sides and bottom of the ditch and flap over the subgrade to allow it to bridge the sand and gravel.
- 2. The fabric shall be placed as smooth and wrinkle-free as possible.
- 3. All laps shall be at least thirty-six inches in width without tension, stress, folds, or creases.
- 4. At time of installation, fabric will be rejected if it has defects, rips, holes, flaws, deterioration, or damage incurred during manufacture, transportation, handling, or storage. Damaged materials shall be removed and replaced at no additional cost to the Owner.

5. Install fabric to coordinate with trenching operation and other parts of the Work.
6. Sandbags or other devices may be used as required to hold the fabric in position during installation. Materials, equipment or other items shall not be dragged across the fabric or be allowed to slide down slopes on the fabric.
7. Fabric shall be covered as soon as possible after placement to minimize exposure to sunlight and to other types of contamination such as surface run-off.
  - a. Fabric shall not be exposed for more than 10 days.
  - b. Fabric which becomes overly contaminated shall be removed and replaced with new fabric.
8. Contractor to temporarily fold fabric over at the tops of the trenches during construction to eliminate migration of soil materials into the gravel trench. Just prior to installation of gravel drainage blanket, this fold shall be undone and fabric shall be laid over the finished subgrade. Should contamination of the gravel trench occur, Contractor shall remove contaminated material and replace with clean approved materials at no cost to the Owner.

C. Gravel Drainage Fill:

1. Trenches:
  - a. Place approved drainage gravel fill material (#89 gravel) in the drainage trench in a single layer. Place material around drainage pipe until it is level with the surrounding subgrade.
  - b. Contractor to temporarily cover top of open gravel trench with the geotextile material overlapping the top of the trench to reduce contamination of the gravel material prior to placement of Rootzone Layer.

### **Sports Field irrigation Installation**

- A. Irrigation System to be installed by the City of North Augusta staff.

### **Rootzone Media Placement**

1. The tested and approved rootzone material shall be dumped at the edge of the field and systematically worked outward onto the field. Under no circumstances will loaded rubber tired vehicles in excess of 1 ton be allowed over the drainage trenches prior to or during the spreading of the root zone mix.
2. Low compaction wide track dozers shall be used on the sub grade and final grade to minimize compaction. All grading shall be accomplished using fully automated, laser guided equipment.
3. Tractor grading units shall be an agricultural type tractor equipped with turf tires. The grading system shall be a 5 -7 ft. wide pull type box blade equipped with fully automated, hydraulically actuated, and laser guided. No road grading equipment shall be used for grading operations, such as a motor grader.
4. The material shall be spread onto the field in an even depth/layer as indicated. The finish grade slope shall conform exactly to the subgrade slope, (unless indicated otherwise on drawings) when the root zone mix has been spread uniformly over the field and compacted to 85% of the maximum dry density as determined by the standard proctor test. The field shall be compacted, settled and firmed uniformly. Operate the irrigation system as necessary to settle and

- compact the mix to a final uniform depth.
5. Finish grades shall be achieved by using a combination of laser-operated equipment, string lines, drag screens, rollers, and hand raking with a tolerance of 1/4 inch in 25 feet.
  6. Finish Grade Verification: A certified survey by a land surveyor licensed in the State shall be performed at 25-foot centers for each field to verify grade and elevation of the finish field elevation which is 1/4 inch in 25 feet in any direction. The digital survey document shall indicate spot elevations and tenth of foot contours and shall be submitted to the Engineer for review and approval prior to moving to next part of work. Any corrections will be the responsibility of the contractor and no cost to the owner.

### **Preparation of Root Zone Material**

- A. Pre-sod Fertilization: A soil test shall be conducted by an independent agricultural testing lab with lime and fertilizer recommendations. Contractor is responsible for supplying dolomitic lime and an organic starter fertilizer such as Earthworks 5-4-5 or Milorganite at the recommended rates.
- B. Water dry root zone to depth of 4 inches at least 48 hours prior to sodding to obtain a loose friable planting bed.
- C. The final planting bed must be smooth and surface free from water holding depressions or pockets.

### **Sod Installation**

- D. Grass Installation: The entire area shall be approved by the Architect/Engineer and the Owner prior to laying sod. Areas to receive sod shall be firm and the irrigation and drainage system shall be operational. Lay sod within 24 hours from time of harvesting/stripping. Sod not placed within 24 hours may be rejected at the sole discretion of the Owner and its representatives.
  1. Installation crew shall rake or drag root zone surface to smooth condition immediately prior to sod placement eliminating ruts, footprints or other uneven surface conditions created by the crew or equipment laying the sod.
  2. Lay sod to form a solid mass with tightly fitted joint, do not overlap. Wherever a break in the big roll occurs, overlap all ends or and trim to tightly fitted joint, removing the excess. Stagger strips to offset joints in adjacent courses. Sod lengths shall be installed so that they outline skinned or track areas. Work from boards when necessary to avoid damage to finish grade. Tamp or roll lightly to ensure contact with subgrade.
  3. All plastic mesh that was used to help harvest big roll sod, shall be removed and discarded in the onsite city's dump trailer.
  4. Patching: All patches necessary to fill in undesirable areas shall be a minimum size of 24 inches in length and width to match that of the roll. Patches shall be of the same source and type as the original installation and shall be installed at specified finish grade and watered in firm.
  5. Filling Joints: After laying and rolling of sod, fill joints and seams with approved rootzone mixture. Broom or sweep excess material to avoid smothering grass. Sod areas requiring more than 1/4 inch of topdress to meet specified grade shall be lifted. Rootzone mix shall be added below the sod area and thoroughly compacted prior to the re-installation of the sod area. Thoroughly walk all seams to verify that all have been filled and that all low or irregular areas have been brought to specified grade tolerances.

6. Top Dress Sodded Field: One lift of 1/8 to 1/4 inch may be required using the same rootzone mix as specified previously. Additional topdressing as required insuring a smooth and safe playing surface may also be required at sole discretion of the Owner and or his representatives. Care shall be used to avoid smothering grass.
7. Rolling of Turf: Initial rolling of the turf after sod installation shall be performed using a 3 ton 47" double drum asphalt roller. Intent is to initiate good contact of sod roll to the rootzone mix surface. Care must be taken not to move or shift newly installed sod.
8. Irrigation of Grass:
  - a. General: Begin irrigation as sod is completed in any one section and water thoroughly. Water sod areas, as required, through Substantial Completion and until Owner takes possession. Adjust irrigation heads as required for spray pattern and depth to finish grade.

## **PROTECTION:**

### **A. General Field:**

1. Erect barricades and warning signs as required to protect newly planted areas from pedestrian and vehicular traffic. Maintain barricades throughout maintenance period until turf is established.

### **B. ACCEPTANCE**

1. General: Field completion shall be separated into 2 phases, "Punch List" and "Substantial Completion."
2. Punch List/Preliminary Completion: Scheduled date for Punch List shall be at least 15 calendar days before Substantial Completion. Notify the Playing Field Designer/Engineer and Owner in writing, 3 days prior to scheduled date for the Punch List. To be considered ready for this Punch List the following items shall be installed:
3. Sod areas laid, joints and seams filled.
4. One top-dressing application over entire grass area complete.

### **C. Substantial Completion: Contractor shall notify the Playing Field Designer/Engineer and Owner in writing, 5 days prior to a requested date for a site observation to meet "Substantial Completion." To be considered "Substantially Complete" or "Playable" the following items shall be provided:**

1. All Punch List items are complete.
2. Maintenance Log compiled in a loose-leaf 3-ring binder detailing all work done on fields from installation through Substantial Completion. Log shall include product information sheets and manufacturer's representatives contacted with phone numbers
3. Root depth of 3-1/2 inch averaged over the entire field as determined by 8 core samples equally representative of the field areas.
4. Absence of all joints and cracks in sod installation as to appear seamless.
5. Grass maintained at a height of 3/4 to 1 inch.
6. Dense, even colored, consistent grass, free of weeds, open joints, and bare areas.

## **CLEANUP:**

7. Smooth, level playing surface compacted and level to grading tolerances.
- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto surface of roads, walks, or other paved areas.
- B. All debris may be dumped in an on- site debris trailer provided by the City of North Augusta.

## **Project Execution**

### **General Conditions of the Contract**

1. Project Work Identification: The Contractor shall furnish but not limited to all labor, and equipment, to do all operations necessary to complete all work to complete the design and installation of all materials in reference to the compactor to make it refurbished; specified by the Owner. All supervision, overhead items, protection and precautions, temporary facilities and controls and all other costs, incidental to the design, installation and construction work, complete, and as specified, are included.

Contractor shall perform all work necessary to construct project and to render the project and all its components operational and functional and legally useable for the intended purpose. A complete working job shall be produced whether or not any particular wording or direction is omitted or not clearly stated.

2. Payment: Requests for payments shall be submitted by invoice and include; invoice number, itemized Material list, Labor and Tax. Partial payment of materials delivered and stored on site shall be determined by the Owner.

Progress payments shall be made in an amount equal to 90 percent of the work completed (with the balance being retainage) but, in each case, less the aggregate of payments previously made and less such amounts as Owner shall determine. The retainage shall be held by the Owner and released only after the Owner has accepted the project.

3. The final request for payment shall be accompanied by:
  - a. A list of all claims against Owner that Contractor believes is unsettled.
  - b. A complete and legally effective releases or waivers (satisfactory to the Owner) of all lien rights arising out of or liens filed in connection with the work.
4. Change in Scope of Work: The Owner reserves the right to delete any item of work from the Contract without penalty. Any additional work request or additional expenses that deviate from the scope of work shall be submitted by the Contractor and approved by the

Owner prior to commencement of any work.

5. Compliance: The Contractor shall be responsible for ensuring the project complies with all local, state and federal regulatory requirements.
6. Warranty: If within one year after the date of substantial completion, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written inspections:
  - a. Repair such defective land or areas.
  - b. If the defective work has been rejected by Owner, remove it from the project and replace it with work that is not defective.
  - c. Correct repair or remove and replace any damage to other work, to the work of others or other land or areas resulting there from.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by the Contractor.

Where defective work (and damage or other resulting there from) has been corrected or removed and replaced, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

7. Indemnification: To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and officers, directors, members, partners, employees, agents, consultants and subcontractors of Owner from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of work, provided that any such claim, cost, loss, damage is attributed to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than the work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable.



