

**SPECIAL CONDITIONS TO:**  
**2024 Jackson Park Lower Tennis Courts**

1. Location, dimensions, elevations, etc. indicated on the drawings in reference to existing structures, location of utilities, or other information are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.
2. Immediately after completion of the work, or any substantial unit or portion of it, the Contractor shall remove all unused material, refuse, and dirt placed by him in the vicinity of the work area immediately, and he shall leave the premises including roadway surfaces, shoulders, and rights of way in a neat and orderly condition, satisfactory to the Owner.
3. The Contractor shall guarantee his work for a period of twelve (12) months following the Owner's acceptance of the project. The Contractor shall be responsible for obtaining a letter of acceptance from the Owner.
4. All local, state and federal safety standards are to be adhered to by the Contractors. The owner shall not be responsible for any safety violations as a result of contractor negligence. Safety violations as a result of contractor negligence shall give the owner sufficient grounds to terminate any or all parts of this contract without written notice to the contractor.
5. The Contractor shall submit a list of all subcontractors that will be used during construction. Subcontractors must be approved by the Engineer and Owner prior to the beginning of construction.
6. The Contractor shall be responsible for all necessary contact and coordination with utility companies. The Contractor is responsible for both public and private utility locations which must be provided prior to beginning work.
7. The Contractor shall notify the Owner and Engineer (48) hours prior to beginning construction.
8. The Engineer shall be notified of any discrepancies or omissions prior to any corrections being made by the contractor. All corrections shall be requested in writing by the Contractor to the Engineer.
9. The Contractor or a Contractor's representative shall attend all construction meetings requested by the Owner or Engineer. The Contractor shall cooperate with all other Contractors

working on or adjacent to this site. Failure to cooperate and or coordinate schedules shall be sufficient grounds for termination of the contract.

10. Copies of all insurance policies and insurance documents shall be furnished to the Owner and Engineer before construction begins by the Contractor.

11. Following the completion of paving, the Contractor shall place fill material along the shoulder for grade transition. The fill material shall be stone.

12. Contract Documents

Standard EJCDC contract documents and general conditions will be included with the informal bid package by reference only. If an invited bidder wishes to review these documents, please contact WGLA Engineering, PLLC.

13. Existing Utilities

The contractor should be aware of existing utilities in and adjacent to the project area.

14. Technical Specifications

All materials and standards for paving and storm drainage shall meet NCDOT standards unless otherwise noted or approved by the Owner prior to construction. **The courts shall be constructed in accordance with all American Sports Builders Association (ASBA) standards.**

15. Quality of Materials

It is the intent of this specification to provide materials of the highest standard known to the trade and to provide materials free from defects in workmanship and product. Current specifications and/or the latest revisions shall apply in all cases where materials are described by these specifications.

16. Inspections

The presence of the Engineer at the work site shall in no way lessen the Contractor's responsibility for conformity with the plans and specifications. Should the Engineer fail to reject materials, or work that does not conform with plans or specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or corrections to the unsatisfactory materials or work when discovered. The Contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from the unsatisfactory work. Any work which is covered without the Engineer's approval, shall, at the Engineer's request, be uncovered and be made available for inspection at the Contractor's expense.

17. Plans and Specifications

The Engineer will provide the Contractor with 2 sets of Plans and Specifications after the execution of the Contract. Hard-copy Plans and Specifications will be available upon request for the cost of printing and handling.

#### 18. Preconstruction Conference

A preconstruction conference shall be held after the award of the Contract. The Engineer will notify the Contractor of the Date, Place and Time of the meeting. The Contractor shall, at a minimum, have his project manager and superintendent attend the meeting.

#### 19. Weather Conditions

Work shall not be performed when the weather is unsuitable. The Contractor shall take all necessary precautions (in the event of impending storms) to protect all work, materials, or equipment from damage or deterioration due to floods, driving rain, wind, or snow storms. The Owner reserves the right, through the opinion of the Engineer, to order that additional protection measures over and beyond those proposed by the Contractor be taken to safeguard all components of the project. The Contractor shall not claim any compensation from the Owner for damage to the work from weather elements. The Bidder shall prepare his bid with the understanding that unsuitable weather may cause all work to be stopped; yet the Owner shall not be required to grant an extension of the contract period due to unsuitable weather.

In the event of snow, the Contractor shall be responsible for any removal of the work surface during the course of construction.

#### 20. Safety

The Contractor alone shall be solely and completely responsible for conditions of the job site in connection with his work, including safety of all persons and property, preparatory to and during performance of the work. These requirements shall apply continuously and not be limited to normal working hours.

The duty of the Engineer to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.

#### 21. Limits of Work Area

The Contractor shall confine his construction operations within the recorded rights-of-way of any road or street.

#### 22. Protection of Property

Contractor shall be responsible for the preservation and protection of property adjacent to the worksite against damage or injury as a result of his operations under this Contract. Any damage or injury occurring as a result of any act, omission or neglect on the part of the expense of the Contractor to an equal or superior condition than previously existed.

#### 23. Defective Work, Equipment, or Materials

Any defective work, equipment, or materials furnished by the Contractor which is discovered before the final acceptance of the work, as established by the Certificate of Substantial Completion, or during the subsequent guarantee period, shall be removed immediately even

though it may have been estimated for payment. Any equipment or materials condemned or rejected by the Engineer shall be tagged as such and shall be submitted for that rejected.

The Engineer may order tests of imperfect or damaged work, equipment, or materials to determine the required functional capability for possible acceptance, if there is no other reason for rejection. The cost of such tests shall be borne by the Contractor. The nature, tester, extent, and supervision of the tests will be as determined by the Engineer. If the results of the tests indicate that the required functional capability of the work, equipment, or materials was not impaired, consistent with the final general appearance of same, the work, the equipment, or materials may be deemed acceptable. If the results of such tests reveal that the required functional capability of the questionable work, equipment, or materials have been impaired, then such work, equipment, or materials shall be deemed imperfect and shall be replaced. The Contractor may elect to replace the imperfect work, equipment, or material in lieu of performing the tests.

#### 24. Periodic Clean Up

During construction, the Contractor shall regularly remove from the site of the work all accumulated debris and surplus materials of any kind which result from his operations. Unused equipment and tools shall be stored at the Contractor's yard or base of operations for the project.

#### 25. Subcontractor Limit

The Contractor submitting the Bid must perform a minimum of 80% of the work required by the Contract. Work performed will be determined by the amount of the bid. Therefore, the Contractor must perform 80% of the work involved in the total bid cost.

#### 26. Project Schedule

**The project should start on or around March 15, 2024 and be substantially complete by May 30, 2024. At the date of substantial completion, all work should be completed with the final pay request submitted.** The contractor shall identify on the submitted bid form the intended schedule for starting the project and anticipated duration. At the date of substantial completion, all work should be completed with the final pay request submitted.

#### 27. Liquidated Damages

**Contractor should recognize that time is of the essence. Contractor shall agree that liquidated damages will be imposed for project delay. Contractor shall pay owner \$500 for each calendar day after May 30, 2024 in which the courts are not fully functional for public/recreational use.**

#### 27. Bonding

Neither a bid bond nor performance and payment bonds are a requirement of this project as the state standards for bonding are not anticipated to be met for this project.

28. Testing

The Owner will contract separately with a geotechnical engineering firm of its choice to provide QA/QC testing for this project if necessary. The contractor will notify the Owner at least 72 hours prior to the commencement of any work requiring special inspection.

29. Contractor Fees

All landfill and hauling fees associated with site improvements are considered incidental.

30. Site Restoration

Restore and disturbed areas around the site and seed and straw. Contractor to ensure established vegetation along all disturbed areas prior to final payment.

31. Work Hours

Work is prohibited between the hours of 11:00 PM and 7:30 AM. This prohibition includes and work lighting.

32. Contractors Material & Equipment

Henderson County will not be responsible for the security of any equipment or stored items.

33. Sanitary Facilities (Restrooms)

Sanitary facilities will not be available at the job site. The contractor will not be allowed to use restrooms inside the buildings. The Contractor shall be responsible for the provision and maintenance of portable toilets. A convenient location will be provided at a designated area to be discussed during the Pre-bid.

34. Weapons Policy

It is unlawful for any person to possess, or carry, whether openly or concealed any gun, rifle, pistol, dynamite cartridge, bomb, grenade, mine, powerful explosive, bowie knife, dirk, dagger, slingshot, leaded cane, switchblade knife, blackjack, metallic knuckles or any other weapon of like kind, on County park and recreational property.

35. Asphalt Installation & Curing

Special care and attention should be taken to help avoid asphalt tire tracks on Park property from trucks exiting the work area.