SPECIAL CONDITIONS

1. General Scope:

The successful proposal will be required to provide all labor, materials, equipment, and supervision required to fulfill Lawn Maintenance At Brunswick Housing Communities. Description of the minimum acceptable schedule of work is contained in the Bid Item List enclosed in this Request for Proposals. The contractor should consider the list as an outline of the proposal. A successful contractor will review the existing site conditions and acquaint themselves with existing conditions.

2. Owner:

Whenever the term "PHA", "BHA", "LHA", "Brunswick Housing Authority", or "Housing Authority of the City of Brunswick, Georgia" or any derivation thereof appears in these specifications, it shall mean the

The Brunswick Housing Authority
1126 Albany Street
Brunswick, Georgia 31520

3. Architect:

There is no Architect on this project. The use of the term Architect will be determined to indicate the owner or his representative but will not infer any special position, qualifications, or status on the Owner.

4. Bids:

Bids shall be submitted as specified in the General Conditions and as shown on the Bid Forms.

5. Character of Workmen:

The BHA may require the Contractor to remove from the work such employees as the BHA deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the BHA to be contrary to the public interest.

6. Bonds:

All requirements in the General Conditions regarding Payment and performance Bonds are waived for this project. The Successful Bidder will be required, however, to supply proof that all employees of the firm have appropriate security bonds.

7. Waiver Of Permits And Fees:

Not Applicable this contract.

8. Land Fill Fee:

Dumping fees will be charged for this project, and will be paid by the contractor. The contractor will handle disposal of all materials produced on the site.

9. Communications:

All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature pages of the Contract or at such other stated on the signature pages of the Contract or at such other office as he may from time to time designate in writing to the LHA or deposited in the United States Mail in a sealed, postage prepaid envelope, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

All papers required to be delivered to the LHA shall, unless otherwise specified in writing to the Contractor, be delivered to the Housing Authority of the City of Brunswick, Georgia, at the Central Office, 1126 Albany Street, and any notice to or demand upon the LHA shall be sufficiently given is so delivered, or deposited in the United States Mail in a sealed, postage prepaid envelope, to said Housing Authority of the City of Brunswick, Georgia, Central Office, 1126 Albany Street, Brunswick, Georgia 31520, or to such other representatives of the LHA or to such other address as the LHA may subsequently specify in writing to the Contractor for such purpose.

Any such notice shall be deemed to have been given as of the time of actual delivery; or, in the case of mailing, when the same should have been received in due course of post; or, in the case of telegrams, at the time of actual receipt.

10. Contractor Use Of Premises:

The Contractor will limit operations to the areas so designated in the Bid List. The contractor or his representatives will be properly identified at all times by either Photograph Identifications (visible at all times) or by uniforms properly identifying the employee and the firm for whom they are employed.

The contractor or representatives shall not extend their activities outside the contract areas without prior approval from the Housing Authority Contracting Officer.

11. Use Of Existing Buildings:

The contractor may be allowed certain areas for storage of supplies, materials, etc. At no time will these areas be allowed to become dangerous, cluttered or disorganized. The contractor may lose his right to the areas if he fails to maintain the areas in an acceptable manner.

12. Full Owner Occupancy:

The Owner will occupy the site and existing buildings during the contract. Cooperate with the Owner to minimize conflicts and facilitate Owner usage. Perform the work so as not to interfere with the Owner’s operations or the normal daily operations of the residents.

13. Cooperation:

Not Applicable this contract.

14. Manner of Performing Work:

The work shall be organized and arranged in such a manner and methods so as to cause the minimum of interference with the conduct of the Authority's operations. Rights of residents, in surrounding dwelling units where work is being done, shall be respected. Workmen shall be restricted from all buildings other than those at which work is being done.

Before any of the contract work is begun, the Contractor shall confer with the LHA and make arrangements for available trucking space on the project sites for delivery of the materials, equipment, etc., and storage of same, means access to the premises and buildings. If no space is available for storage of materials, equipment, etc., on the project sites, the Contractor shall make arrangements for storage of the same elsewhere. Parking and storage areas for Contractors shall be designated by the LHA.

The area shall be left clean and restored to the same condition as when accepted by the Contractor.

Present trucking areas, streets, walks and parking areas shall not be obstructed, but shall remain free and open to vehicular and pedestrian traffic at all times.

No materials, equipment, etc., shall be stored on the project site or delivery of same, in such a manner so as to create hazardous conditions to the residents.

The Contractor will **not** be allowed use of the Housing Authority Dumpsters. **Trash or debris burning on the project sites will not be permitted. The Contractor must be responsible for removal of all waste materials.**

15. Overtime Work:

The Brunswick Housing Authority follows the normal working hours of Monday through Friday 8:00 am till 5:00pm. The Contractor may elect to perform contract operations after hours or on weekends. The Housing Authority will negotiate with the successful proposal as to the appropriate times to perform the various duties. The Contractor will schedule his operations so as not to create disruptive conditions. Overtime work shall be at the discretion of the Contractor; however, additional cost to the LHA for overtime work will not be allowed. Work on Sundays or holidays will be allowed only after prior approval is obtained from the Authority.

16. Material Storage:

Not applicable to this contract.

17. Measurements and Dimensions:

Not applicable to this contract.

18. Compliance With laws, Codes and Regulations, Etc.:

Supplementing the referenced provisions of the General Conditions, the successful proposal awarded this contract by signing the contract acknowledges the following: however, this is not to be construed as all inclusive or being these only.

1. Underground Gas Pipe Law and all amendments.
2. High Voltage Act and all amendments.
3. Occupational Safety and Health Act and all amendments.
4. National Plumbing Code and all revisions.
5. National Electrical Code and all revisions.
6. NFPA 101 Life Safety Code 1991 and all revisions.

By signing the contract the Contractor is representing that he is aware of all the provisions of these and other applicable laws. He also acknowledges responsibility for any damage or expense that may result during the execution of the contract.

19. Inspections:

The BHA or its duly authorized representative shall have access at all times to the stock of materials and shall be furnished every reasonable facility for ascertaining that the workmanship is in accordance with the requirements and intent of the specifications. Defective work shall be made good and materials rejected shall be removed from the site.

Under the contract documents the Contractor has assumed the responsibility of furnishing all services, labor, and materials for the entire work in accordance with such documents. No provisions of this Article or any inspection of the work by the Owner, representatives of the Architect or engineers employed by the Architect, representatives of the Architect or the Architect shall in any way affect said responsibility and undertaking of the contract; nor shall failure of any of the foregoing to discover or bring to the attention of the Contractor the existence of any work or materials not in accordance with said contract documents in any way affect such obligations of the Contractor or the rights and remedies of the Owner as set forth in said documents.

The Contractor will allow a minimum of two (2) site inspections a month for the duration of the contract. During the inspections the Authority Representative will identify problem areas and solutions that need to be instituted. Failure of the Contractor to correct problems or persistent recurring problems will be a justifiable reason for termination of the contract.

20. Utilities:

The Contractor will be allowed the use of Housing Authority supplied utilities to include water, electrical and waste utilities, provided he does not abuse the privilege.

21. Equal Products:

The Contractor will specify using products, which are equal to or of a better quality to those considered standard to the industry.

22. Options:

Not applicable to this contract.

23. Singular Numbers:

Not applicable to this contract.

24. Interruption Of Service:

While work is in progress, except for designated short intervals during which connections are to be made, continuity of service shall be maintained at all times. Interruptions shall be coordinated with the Owner as to time and duration. The Contractor shall be responsible for any interruptions to service and shall repair any damages to existing systems caused by operations.

25. Minor Adjustments:

Not applicable to this contract.

26. Referenced Standards:

All references to codes, standards, instructions, technical society, associations, government specifications, etc., shall be understood to mean the current edition, amendments or revisions of the same.

27. Construction Requirements:

Not applicable to this contract.

28. Protection Of Existing Structures, Trees and Shrubs:

The Contractor shall erect and maintain temporary protection around existing structures, particularly windows, and trees and shrubs subject to damage during the process of the work. The Contractor shall be responsible for the replacement or repair of any part of the buildings or property damaged by him during the course of the work.

29. Barricades:

The Contractor shall furnish, erect, paint and maintain all sufficient lights and reflectors, all barricades necessary for blocking off any excavation, walk, or street, or portion of walk or street, necessary for the project construction and for the protection of vehicular and pedestrian traffic.

30. Existing Improvements:

The Contractor shall maintain in operating condition and protect from damage all existing improvements including utilities, sewers, gutters, and other drains encountered, and repair to the satisfaction of the Owner any work. The Contractor shall also make reasonable and satisfactory provisions for the maintenance of highway and street traffic.

31. Restoration of Property:

The Contractor shall carefully restore to original condition all property defaced by operations or acts of any of his agents or employees. Such restoration shall include the repair or replacement of driveways, walks, plantings or other facilities.

32. Cleaning:

Upon completion of the contract work or any other part, the Contractor shall prepare and leave the premises, units and buildings in clean and acceptable conditions satisfactory to the LHA.

33. Correction of Work After Final Payment:

Neither the final certificate nor any payment nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty workmanship or faulty materials, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom. The Contractor shall remedy any defect, or damage within a reasonable period of time (twenty-four hours unless otherwise stated). Such period of responsibility shall remain in effect for one (1) year from final payment or cancellation of contract.

34. Notice Of Disputes:

The Contractor shall notify the Owner within ten (10) calendar days in writing of any change or discrepancy in conditions or work which may alter the price of the contract or increase the time of completion. Failure to do so shall relieve the Owner of any additional expenses related to the completion of the project. The Owner shall act on the dispute within sixty (60) days of receipt of the dispute, and the Owners decision shall be final. If the Owners decision is not satisfactory the Contractor may pursue the resolution in accordance with recognized practices, however this will not allow him justification to exceed the time limits established in the contract.