

PARK PRIDE

Request for Quotes

Project:	A. D. WILLIAMS PARK SITE IMPROVEMENTS
Location:	1154 JAMES JACKSON PKWY NW
Intent to Propose Due:	SEPTEMBER 23, 2026
Questions Due:	OCTOBER 2, 2026, 5PM
Quotes Due:	OCTOBER 16, 2026, 5PM
Submit All Materials To:	TIFFANY@PARKPRIDE.ORG

1. Project Overview

Park Pride is requesting quotes from qualified contractors for **site improvements at A. D. Williams Park, including replacement of an existing sports court, pavement, stormwater management, and installation of owner-provided site furnishings at A. D. Williams Park, 1154 James Jackson Pkwy NW, Atlanta, Georgia.** Reference Drawings and Specifications are attached as Exhibit B.

2. Site Visit

This site is open to the public. Contractors are encouraged to visit independently, at their own convenience, prior to submitting a quote. No mandatory walkthrough will be held. CAD files may be provided upon request for convenience and upon signing a CAD release.

3. Intent to Propose & Questions

Contractors intending to submit a quote should notify Park Pride by email by the date indicated at the top of this document, including company name and contact information. This allows Park Pride to circulate answers to written questions to all interested Contractors. A Contractor who has not submitted an Intent to Propose may still submit a quote and will not be excluded on that basis but should check with Park Pride before deadline to confirm they have the latest information.

Questions must be submitted by the date indicated at the top of this document; responses will be circulated to everyone who has submitted an Intent to Propose.

4. Proposal Submission

Submit the following as a single PDF via email to the address above by the deadline listed:

1. Completed Quote Form (Exhibit A) — one lump-sum price per CSI construction division (01, 02, 31, 32, 33), based on your own review of the attached Drawings and Specifications. Include overhead and profit costs within Division 01; a separate line for these is not provided. If a Payment & Performance Bond applies (see Section 6), price it as a separate line, not within a division.
2. Company name, general contractor license number, and primary contact.
3. A brief description of relevant experience — a few comparable projects with references is sufficient; no formal proposal is required.
4. A certificate of insurance, or written confirmation that you can obtain the coverage described in Section 6 prior to contract execution.

Late quotes will not be considered. It is the Contractor's responsibility to confirm receipt of its submission; Park Pride will reply by email to confirm.

5. Basis of Selection

Park Pride will select the quote that best serves this project's budget and goals. Price is the primary factor, but Park Pride is not obligated to select the lowest quote and may also consider qualifications, references, and responsiveness. Park Pride reserves the right to reject any or all quotes, negotiate final terms with any Contractor, waive informalities, or cancel this RFQ at any time, without obligation.

6. Key Contract Terms

The selected Contractor will be required to execute Park Pride's standard construction agreement (Exhibit C). Key terms Contractors should account for in their quote include:

- Lump sum contract for the complete scope shown in the Drawings and Specifications — not a unit-price or measured-quantity contract.
- Payment & Performance Bonds required only if the Total Quote exceeds \$100,000, naming Park Pride and the City of Atlanta as co-obligees.
- Insurance: Commercial General Liability (\$1,000,000/\$2,000,000), Commercial Automobile Liability (\$1,000,000 CSL), and Workers' Compensation (Georgia statutory limits, with a waiver of subrogation) — Park Pride and the City of Atlanta named as additional insureds (**not just certificate holders**) / waiver beneficiaries, as applicable.
- Retainage of ten percent (10%), per Park Pride's standard construction agreement.
- One-year warranty on all Work from the date of Final Completion.
- The site is City of Atlanta park property; the selected Contractor must permit site access by the City and its Department of Parks and Recreation at all times during construction.
- Changes to scope, price, or schedule may only be authorized by a written Change Order signed by Park Pride's designated representative.
- Site furnishings marked “owner-furnished” on the Quote Form are purchased directly by Park Pride; price installation of those items only, not their procurement.

Attachments: Exhibit A (Quote Form) · Exhibit B (Drawings and Specifications) · Exhibit C (Standard Construction Agreement)

QUOTE FORM — EXHIBIT A

Owner / Agency **Park Pride**

Project Name **A.D. WILLIAMS PARK SITE IMPROVEMENTS**

Contractor

Contractor: enter ONE lump-sum price per division (yellow cells), including overhead & profit.

Division	Division Name	Scope Description (see RFQ and Exhibit B Drawings/Specs)	Lump Sum Price (numbers only)
01	General Requirements	Mobilization, temporary facilities, erosion & sediment control, general conditions.	
02	Existing Conditions	Demolition, site clearing, tree removal/protection, relocation of existing site elements.	
31	Earthwork	Grading, excavation, fill, stormwater management (bioretention, infiltration, drainage structures).	
32	Exterior Improvements	Paving, curbs, walls, fences, site structures, planting/landscaping, and installation of owner-furnished site furnishings. Park Pride will purchase all specified benches, trash cans, lounge chairs, picnic tables, and shade shelters directly. Foundations for shade shelters NIC - to be provided by manufacturer.	
33	Utilities	Storm connections/extensions, where applicable.	
<i>Payment & Performance Bond Premium (required only if Total Quote exceeds \$100,000; Park Pride & City of Atlanta to be listed as co-obligee; enter \$0.00 if not applicable)</i>			
TOTAL QUOTE (auto calculated)			\$ 0.00

Authorized Signature:

Printed Name / Title:

Date:

Exhibit B - Drawings & Specs

SITE DEVELOPMENT PLANS FOR

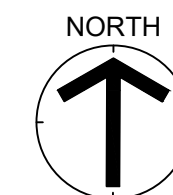
A.D. WILLIAMS PARK

1154 JAMES JACKSON PWKY NW,
FULTON COUNTY
ATLANTA, GA 30318

GRESHAM SMITH PROJECT NO. 51622.00



VICINITY MAP



OWNER / DEVELOPER

Andrew White, PLA
Director Of Park Visioning \ Park Pride
P.O. Box 4936
Atlanta, GA 30302
Phone: (678) 551-9122

SURVEYOR

TerraMark Land Surveying, Inc.
1396 Bells Ferry Road Marietta, GA 30066
Phone: (770) 421-1927

PURPOSE DESCRIPTION

THE PURPOSE OF THIS PLAN IS TO REDEVELOP THE BASKETBALL COURT AND PICKLEBALL COURT OF AD WILLIAMS PARK. THE REDEVELOPMENT INCLUDES PAVING AND CURB DEMOLITION/REPLACEMENT, INSTALLATION OF STORMWATER INFRASTRUCTURE, RE-ROUTING OF UTILITIES AND LANDSCAPING.

SITE DATA TABLE

PROPERTY AREA: 11.02 AC
DISTURBED AREA: 0.17 AC
PARCEL ID: 17 0259 LL 1654
LAND LOT: 259
DISTRICT: 17

CIVIL ENGINEER



600 West Peachtree Street NW
Suite 1550
Atlanta, GA 30308

678.518.3900

Civil Contact: Brian Jackson, PE
Phone: (678) 518-3900
Email: brian.jackson@greshamsmith.com

LANDSCAPE ARCHITECT



600 West Peachtree Street NW
Suite 1550
Atlanta, GA 30308

678.518.3900

Contact: Thomas Brown, PLA
Phone: (404) 424-9017
Email: thomas.brown@greshamsmith.com

Sheet List Table	
Sheet Number	Sheet Title
C000	COVER SHEET
C001	GENERAL NOTES
C011	SURVEY 1
C012	SURVEY 2
C013	SURVEY 3
C100	DEMOLITION PLAN
C300	GRADING & DRAINAGE PLAN
C400	EROSION CONTROL PLAN
L001	LANDSCAPE NOTES
L100	TREE PROTECTION PLAN
L201	MATERIALS PLAN
L202	LAYOUT PLAN
L501	LANDSCAPE PLAN
C901	SITE DETAILS
C902	SITE DETAILS
C903	SITE DETAILS
C904	SITE DETAILS
C905	SITE DETAILS
L901	LANDSCAPE DETAILS
L902	SITE DETAILS
L903	SITE DETAILS
L904	SITE DETAILS
L905	SITE DETAILS
L906	BASKETBALL COURT SHADE STRUCTURE DETAILS
L907	SHADE STRUCTURE DETAILS

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COVER SHEET

C000

51622.00
8/14/2026



BENCHMARK 2

N/F
ATLANTA INDEPENDENT SCHOOL SYSTEM
PID# 17 0258 LL1333
DB. 58472 PG. 528
PB. 346 PG. 22

BOUNDARY AREA

**479,986 SQ.FT.
OR
11.0190 AC.**

TREE LEGEND (ABBREVIATIONS)

	DECIDUOUS (TREE)	BIR BCH CM CHY CYP	BIRCH BEECH CRAPE MYRTLE CHERRY CYPRESS	HLY HW MAG MAP OAK	HOLLY HARDWOOD MAGNOLIA MAPLE OAK
	CONIFEROUS (TREE)	FIR GINGKO GUM HIC	FIR GINGKO SWEET GUM HICKORY	ORN PEAR POP SYC	ORNAMENTAL PEAR POPLAR SYCAMORE

ABBREVIATIONS

A	ARC LENGTH	IPS	IRON PIN SET (CAPPED)
AC	ACRE	N/F	NOW OR FORMERLY
AE	ACCESS EASEMENT	OTP	OPEN TOP PIPE
B	BUILDING SETBACK LINE	PLB	PLAT BOOK
BW	BARBWARE	PG	PAGE
CH	CHORD LENGTH	POB	POINT OF BEGINNING
CL	CHAIN LINE	POC	POINT OF COMMENCEMENT
CMF	CONCRETE MONUMENT FOUND	R	RADIUS LENGTH
CLF	CORRUGATED METAL PIPE	R/W	RIGHT OF WAY
CNC	CONCRETE	R/W MON	RIGHT OF WAY MONUMENT
CTP	CRIMP TOP PILE	REBAR	REBAR
DB	DEED BOOK	RCP	REINFORCED CONCRETE PIPE
DP	DUCTILE IRON PIPE	SE	SEWER EASEMENT
FDC	FIRE DEPARTMENT CONNECTION	SO, FT	SQUARE FEET
FD	FOUND	SSE	SANITARY SEWER EASEMENT
FND	FOUND	WPF	WOOD PRIORITY FENCE
IPF	IRON PIN SET FOUND		

LEGEND

	CURB AND GUTTER (C&G)
	FENCE
	HANDRAIL
	STORM DRAIN LINE
	SANITARY SEWER
	WATER LINE
	GAS LINE
	UNDERGROUND POWER LINE
	OVERHEAD POWER LINE
	COMMUNICATION
	TOPOGRAPHIC CONTOUR
	PROPERTY LINE
	CATCH BASIN (DWCB)
	CATCH BASIN (SWCB)
	DROP INLET (DI)
	JUNCTION BOX (JB)
	HEAD WALL (HW)
	CURB INLET (CI)
	FLARED END SECTION (FES)
	OUTLET CONTROL STRUCTURE
	YARD DRAIN INLET
	SS MANHOLE (MH)
	CLEAN OUT (CO)
	GREASE TRAP (GT)
	IRRIGATION CONTROL VALVE
	FIRE HYDRANT (FH)
	WATER VALVE (WV)
	WATER METER (WM)
	FIRE DEPT. CONNECTION (FDC)
	WATER VALVE MARKER
	TRANSFORMER BOX (TX)
	AIR CONDITIONER (AC)
	ELECTRIC METER (EM)
	ELECTRIC UTILITY
	LIGHT POLE (LP)
	POWER POLE WITH LIGHT
	POWER POLE (PP)
	UTILITY MANHOLE (UM)
	SPOTLIGHT
	GAS METER (GM)
	GAS VALVE (GV)
	TELEPHONE PEDESTAL
	COMMUNICATION BOX
	TRAFFIC SIGNAL
	BOLLARD (BO)
	MAIL BOX
	SIGN
	CROSSWALK SIGNAL
X 1000.00	SPOT ELEVATION
	CONCRETE AREA
	OVERHANG AREA
	RIP-RAP AREA
	BRICK AREA
	TREELINE

**BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY
FOR
PARK PRIDE
(A.D. WILLIAMS PARK)
LOCATED IN
LAND LOT 259, 17TH DISTRICT
CITY OF ATLANTA, FULTON COUNTY, GEORGIA**

SHEET NO. $\frac{2}{3}$

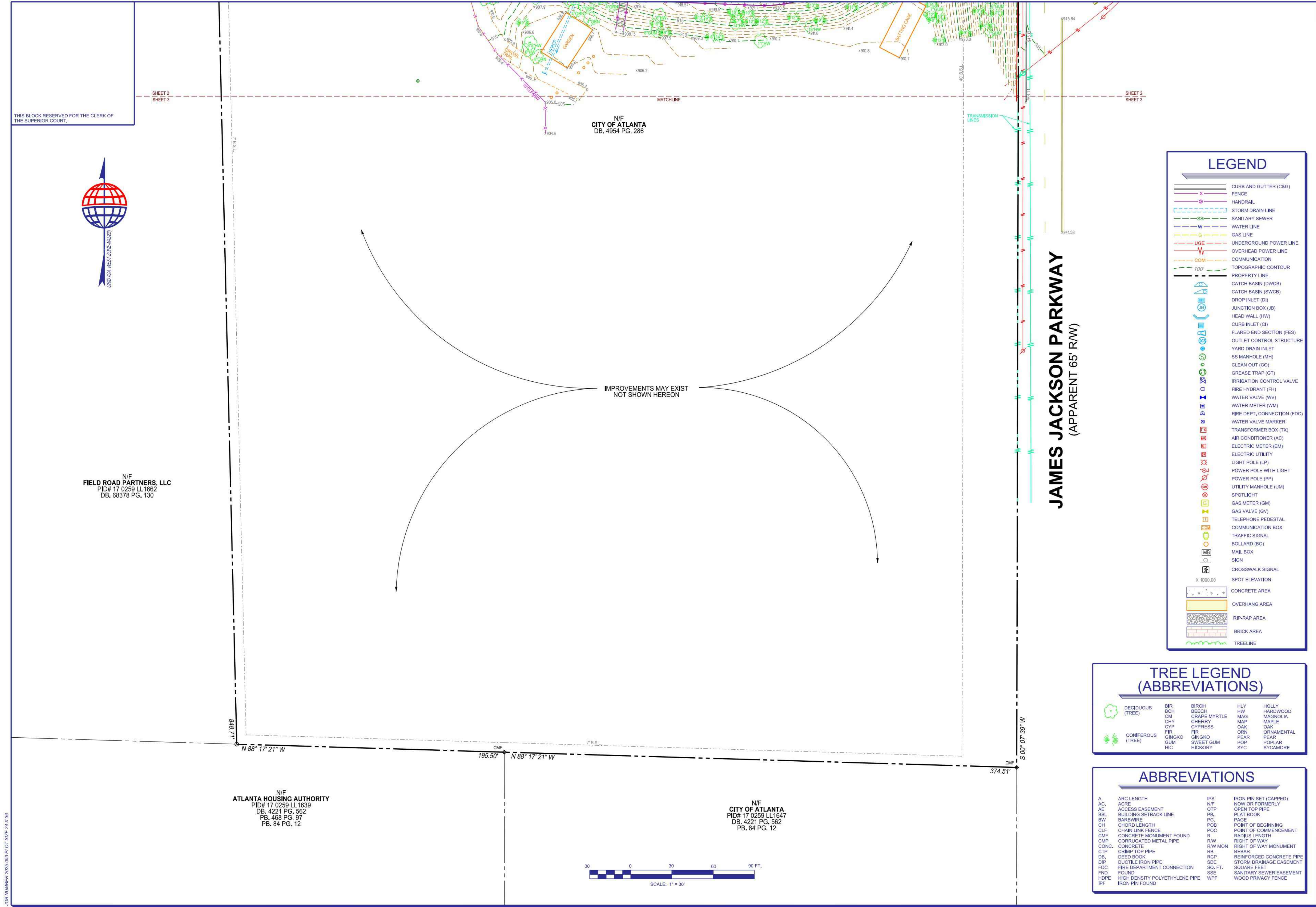
1396 Bells Ferry Road
Marietta, Georgia 30066
C. O. A. # LSF000810
www.TerraMark.com



Survey Count:	#1	
Drawn By:	#2	
Approved By:	#3	
Date:	#4	
	#5	
	#6	
	#7	
	#8	
	#9	
Scale:	1"=30'	
S:\SURVEY\2025\2025-03\25-03\TPO.DGN TPO.DGN		

DRAWING# TM 25-093

JOB NUMBER 2025-093 PLOT SIZE 24" X 36"



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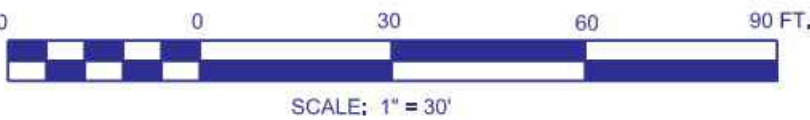


N/F
FIELD ROAD PARTNERS, LLC
PID# 17 0259 LL1662
DB. 68378 PG. 130

N/F
ATLANTA HOUSING AUTHORITY
PID# 17 0259 LL1639
DB. 4221 PG. 562
PB. 468 PG. 97
PB. 84 PG. 12

N/F
CITY OF ATLANTA
DB. 4954 PG. 286

N/F
CITY OF ATLANTA
PID# 17 0259 LL1647
DB. 4221 PG. 562
PB. 84 PG. 12



LEGEND

- CURB AND GUTTER (C&G)
- FENCE
- HANDRAIL
- STORM DRAIN LINE
- SANITARY SEWER
- WATER LINE
- GAS LINE
- UGL UNDERGROUND POWER LINE
- OVERHEAD POWER LINE
- COMMUNICATION
- TOPOGRAPHIC CONTOUR
- PROPERTY LINE
- CATCH BASIN (DWCB)
- CATCH BASIN (SWCB)
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- YARD DRAIN INLET
- SS MANHOLE (MH)
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- IRRIGATION CONTROL VALVE
- FIRE HYDRANT (FH)
- WATER VALVE (WV)
- WATER METER (WM)
- FIRE DEPT. CONNECTION (FDC)
- WATER VALVE MARKER
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- SPOTLIGHT
- GAS METER (GM)
- GAS VALVE (GV)
- TELEPHONE PEDESTAL
- COMMUNICATION BOX
- TRAFFIC SIGNAL
- BOLLARD (BO)
- MAIL BOX
- SIGN
- CROSSWALK SIGNAL
- SPOT ELEVATION
- CONCRETE AREA
- OVERHANG AREA
- RIP-RAP AREA
- BRICK AREA
- TREELINE

TREE LEGEND (ABBREVIATIONS)

- DECIDUOUS (TREE)
- BIR BIRCH
- BCH BEECH
- CM CHERRY
- CYP CYPRESS
- FR FERN
- GINGKO GINGKO
- GUM SWEET GUM
- HIC HICKORY
- HLY HOLLY
- HW HARDWOOD
- MAG MAGNOLIA
- MAP MAPLE
- OAK OAK
- ORN ORNAMENTAL
- PEAR PEAR
- POPLAR POPLAR
- SYCAMORE SYCAMORE

ABBREVIATIONS

- A ARC LENGTH
- AC ACRE
- AE ACCESS EASEMENT
- BSL BUILDING SETBACK LINE
- BW BARB WIRE
- CH CHORD LENGTH
- CLF CHAIN LINK FENCE
- CMF CONCRETE MONUMENT FOUND
- CMP CORRUGATED METAL PIPE
- CONC. CONCRETE
- CTP CRIMP TOP PIPE
- DB DEED BOOK
- DIP DUCTILE IRON PIPE
- FDC FIRE DEPARTMENT CONNECTION
- FND FOUND
- HDPE HIGH DENSITY POLYETHYLENE PIPE
- IPF IRON PIN FOUND
- IPS IRON PIN SET (CAPPED)
- NF NOW OR FORMERLY
- OTP OPEN TOP PIPE
- PLAT BOOK PLAT BOOK
- PG. PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- R RADIUS LENGTH
- RW RIGHT OF WAY
- RW MON RIGHT OF WAY MONUMENT
- RB REBAR
- RCP REINFORCED CONCRETE PIPE
- SDE STORM DRAINAGE EASEMENT
- SQ. FT. SQUARE FEET
- SSE SANITARY SEWER EASEMENT
- WPF WOOD PRIVACY FENCE

BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY
FOR
PARK PRIDE
(A.D. WILLIAMS PARK)
LOCATED IN
LAND LOT 259, 17TH DISTRICT
CITY OF ATLANTA, FULTON COUNTY, GEORGIA

SHEET NO.
3/3
DRAWING# TM 25-093

TerraMark Land Surveying, Inc.
1396 Bulls Ferry Road
Marietta, Georgia 30066
Phone No. (770) 424-1837
www.TerraMark.com
C. O. A. # LSF000810



600 West Peachtree Street NW
Suite 1550
Atlanta, GA 30308

678.518.3900

Firm's Georgia Authorization No
PEF000285 EXP 06.30.2026

AD WILLIAMS PARK

1154 JAMES JACKSON PARKWAY
ATLANTA, GA 30318

NOT FOR
CONSTRUCTION

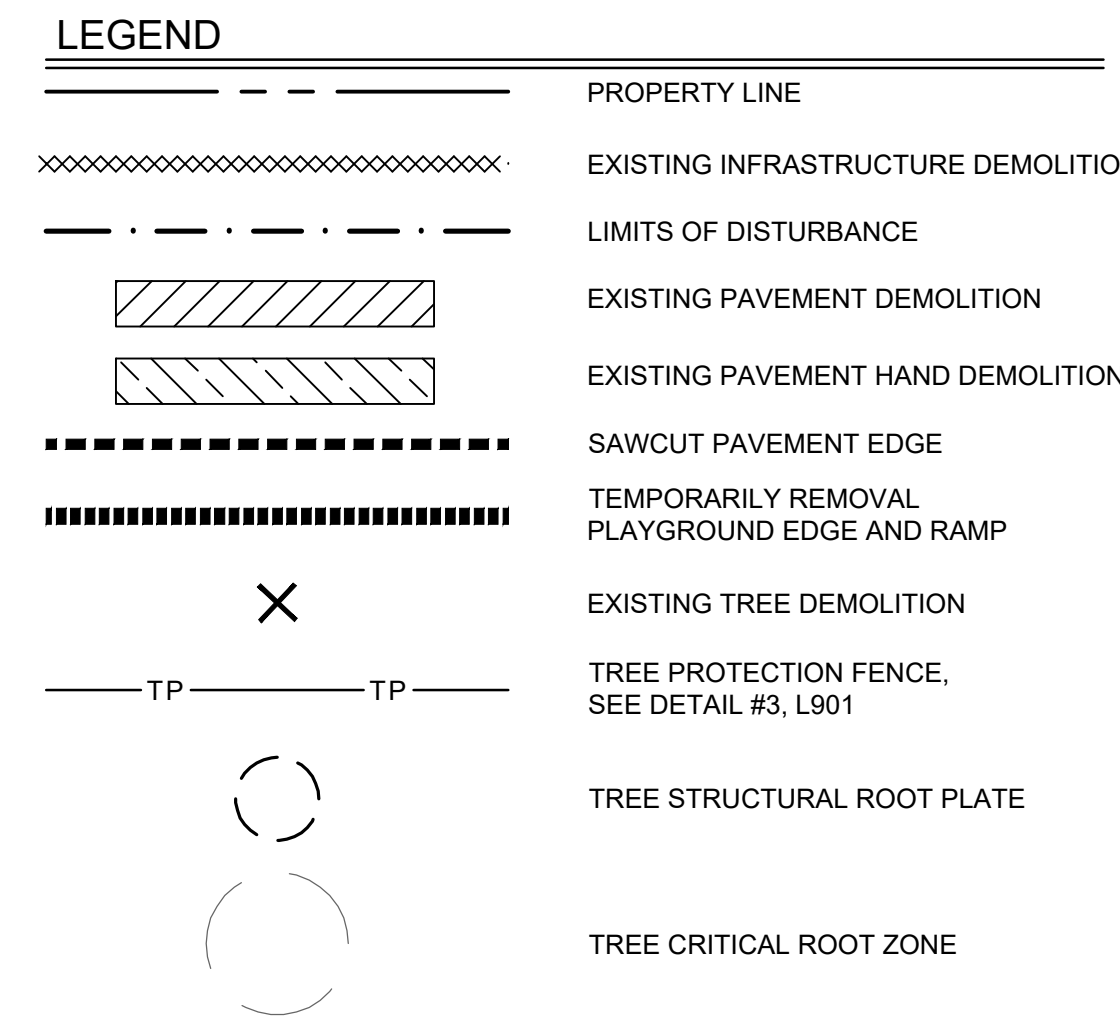
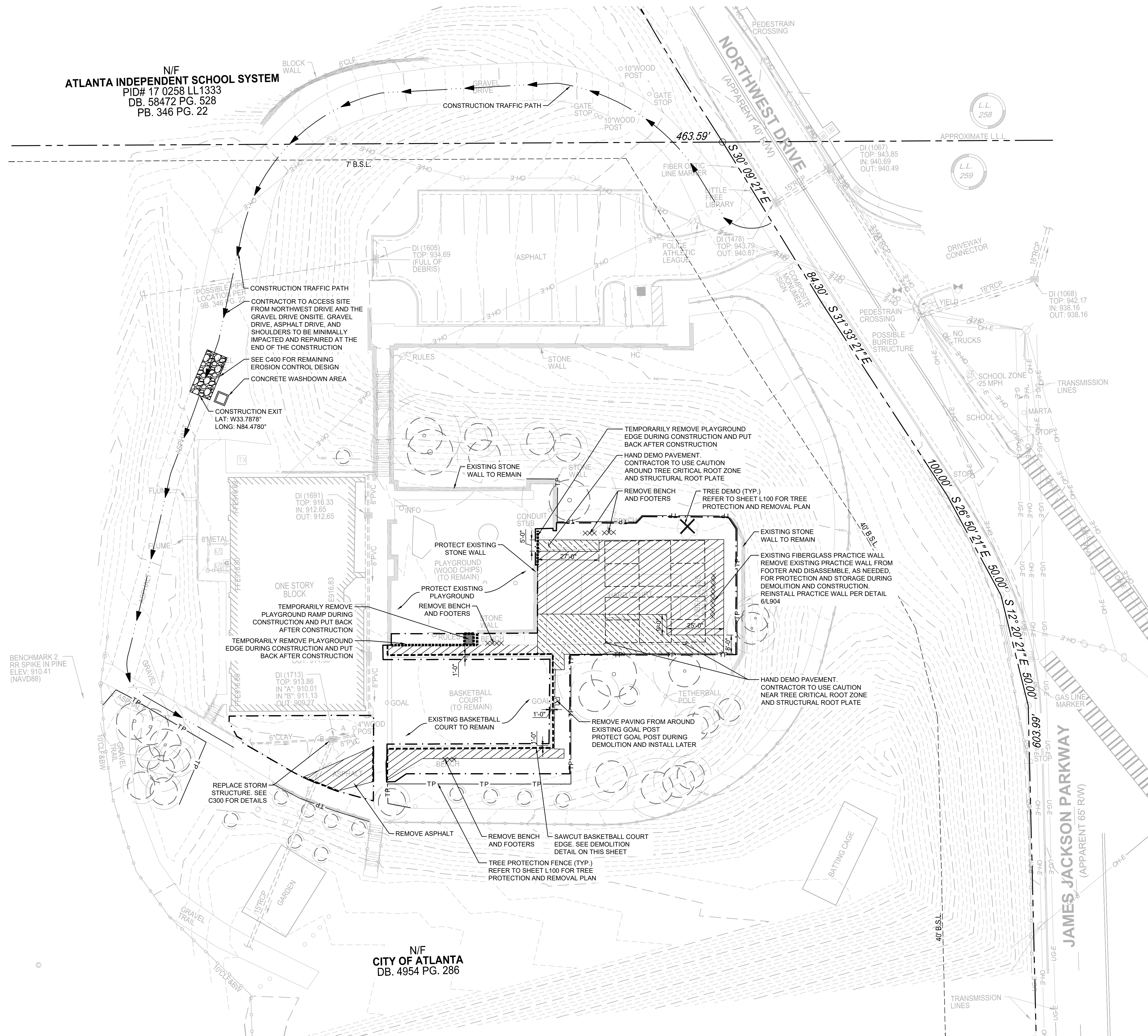
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DEMOLITION PLAN

C100

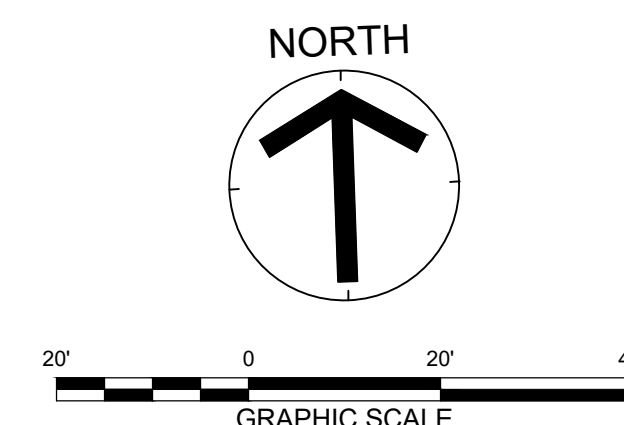
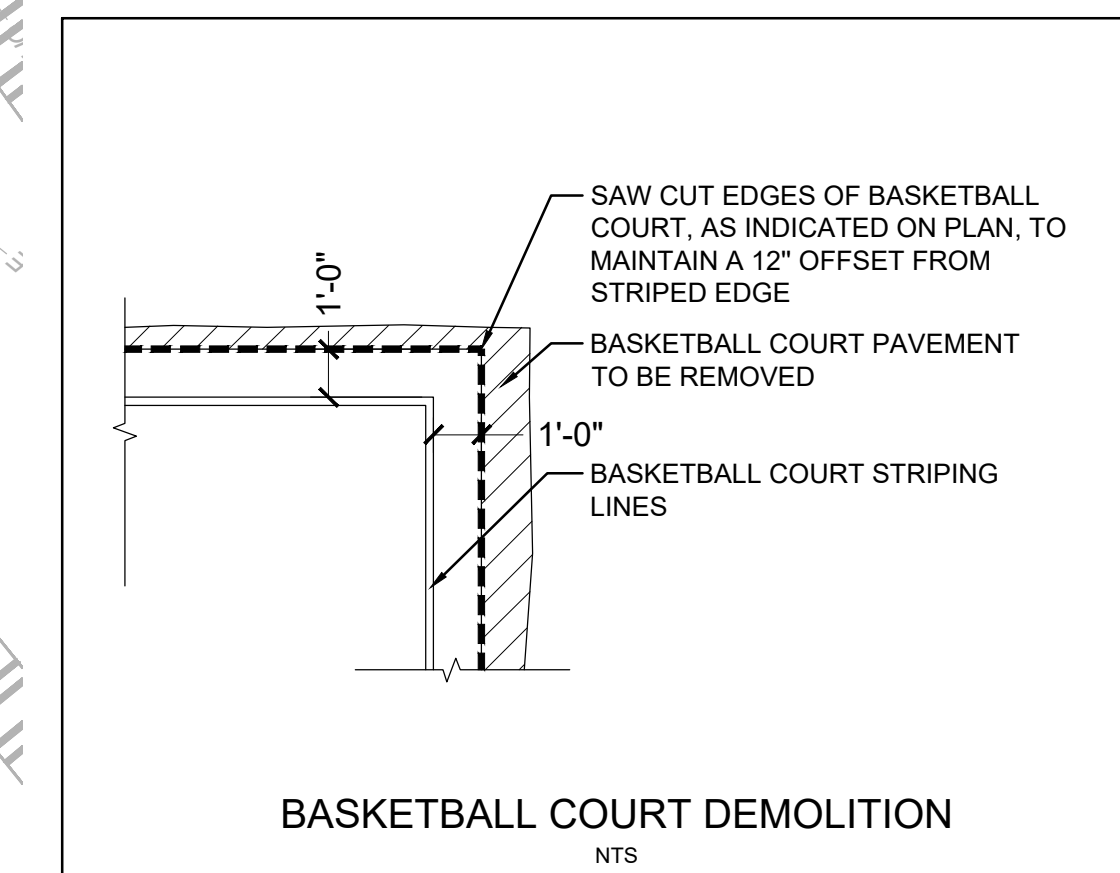
51622.00
8/14/2026

This Line Is 3 Inches When Printed Full Size



DEMOLITION NOTES

1. CONTRACTOR TO PROTECT ANY EXISTING PARK FEATURES SUCH AS EXISTING SIDEWALKS, CURBS, TREES, UTILITIES TO REMAIN, ANY DAMAGE AS A RESULT OF CONSTRUCTION WILL BE THE CONTRACTORS RESPONSIBILITY TO REPAIR AT NO COST TO OWNER/





LOW POINT

RUNOFF REDUCTION VOLUME REQUIRED: **441 CF**
 RUNOFF REDUCTION VOLUME PROVIDED: **551 CF**



AD WILLIAMS PARK

1154 JAMES JACKSON PARKWAY
ATLANTA, GA 30318

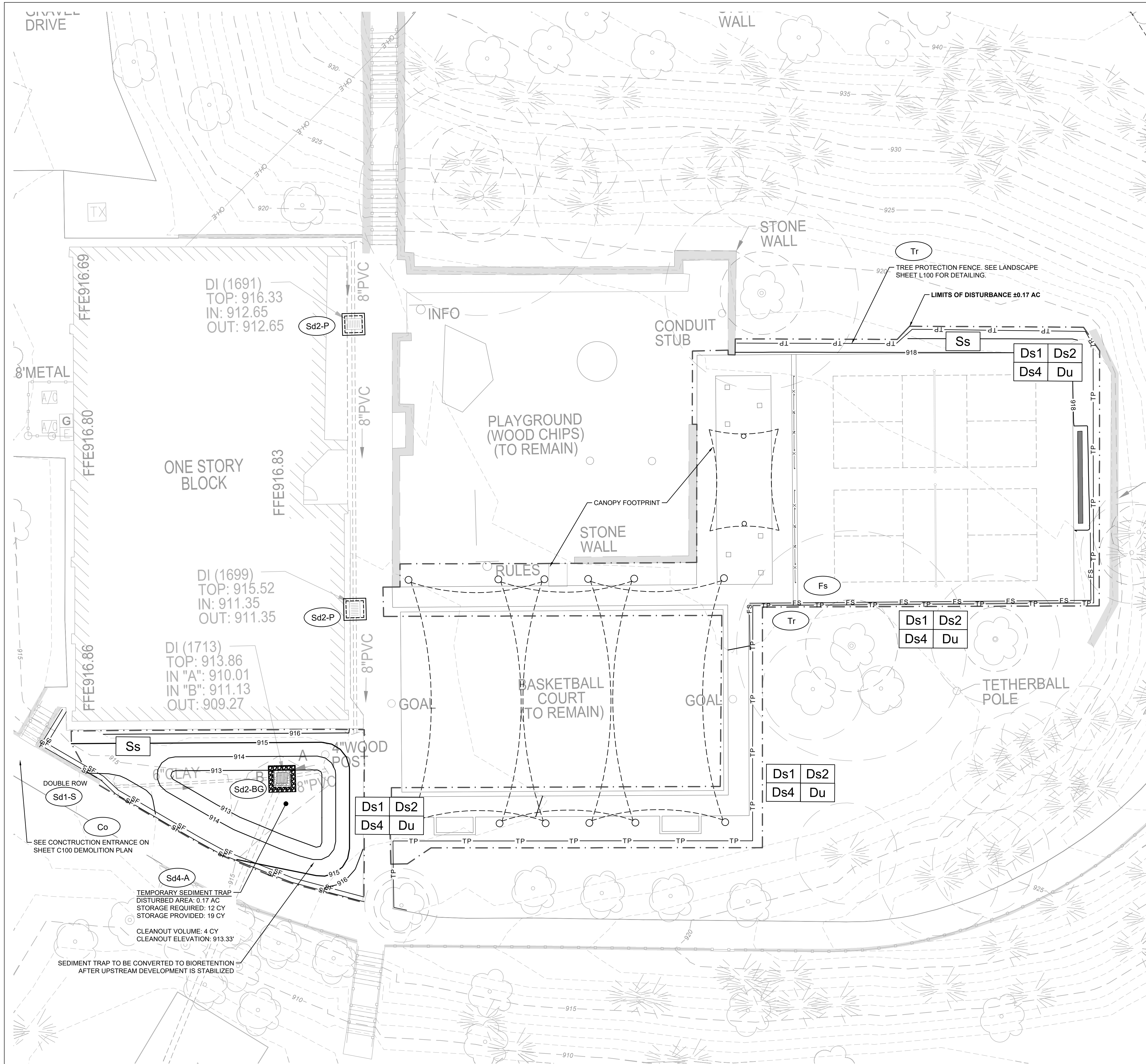
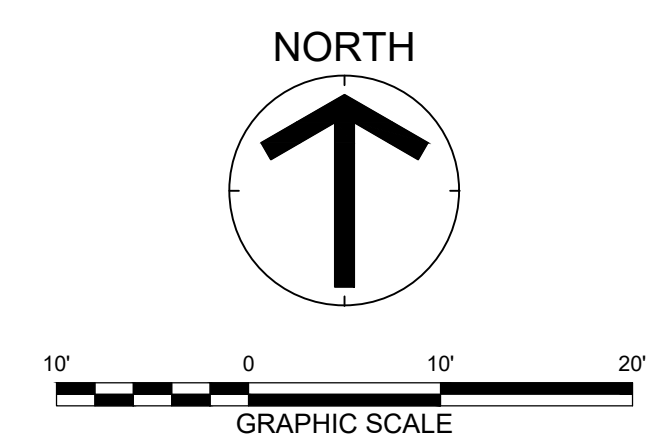
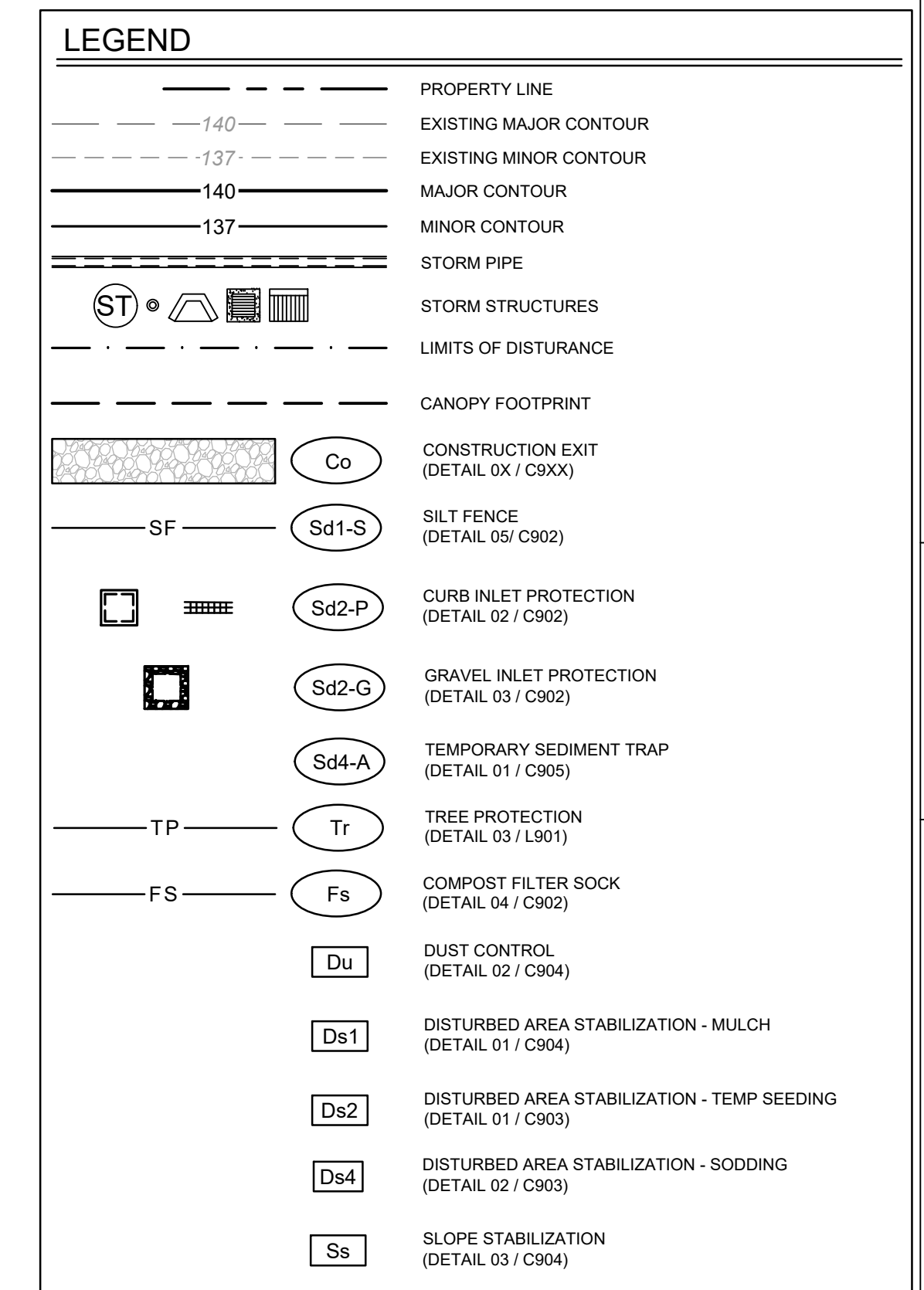
NOT FOR
CONSTRUCTION

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EROSION CONTROL PLAN

C400

51622.00
8/14/2026



LANDSCAPE NOTES:

1. WHEN APPLICABLE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING TREES TO REMAIN. NO HEAVY EQUIPMENT SHOULD BE PERMITTED TO OPERATE OR BE STORED, NOR ANY MATERIALS TO BE HANDLED OR STORED, WITHIN THE DRIP LINES OF TREES OUTSIDE THE LIMIT OF GRADING.
2. THE QUANTITIES INDICATED ON THE PLANT LIST AND PLAN ARE PROVIDED FOR THE BENEFIT OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN QUANTITY CALCULATIONS AND THE LIABILITY WHICH PERTAINS TO THOSE QUANTITIES AND TO ANY RELATED CONTRACT DOCUMENTS AND/OR PRICE QUOTATIONS. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES SHOWN ON THE PLAN SHALL TAKE PRECEDENCE OVER QUANTITIES SHOWN ON THE PLANT LIST. QUESTIONS SHOULD BE DIRECTED TO THE LANDSCAPE ARCHITECT VIA NEWFORMA AS AN RFI.
3. ALL PLANT MATERIALS SHALL BE NURSERY GROWN, UNLESS OTHERWISE NOTED AND SHALL COMPLY WITH THE AMERICAN STANDARD FOR NURSERY STOCK: ANSI Z60.2: LATEST EDITION, FOR SIZE AND QUALITY.
4. NO SUBSTITUTIONS AS TO TYPE, SIZE, OR SPACING OF PLANT MATERIALS SPECIFIED ON THIS PLAN MAY BE MADE WITHOUT THE APPROVAL OF THE LANDSCAPE ARCHITECT.
5. THE CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES AND TO PROTECT UTILITIES THAT ARE TO REMAIN. THE CONTRACTOR SHALL REPAIR ANY DAMAGE ACCORDING TO LOCAL STANDARDS AT THE CONTRACTOR'S EXPENSE. COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY.
6. ALL AREAS DISTURBED BY UTILITY TRENCHING, SITE AND BUILDING CONSTRUCTION SHALL BE STABILIZED PER THE CIVIL EROSION CONTROL/STABILIZATION PLAN.
7. SOIL USED FOR PLANTING SHALL BE EXISTING SITE SOIL, LOOSED AND AERATED BY TILLING OR DOUBLE DIGGING. REMOVE STONES OVER 2" AND ANY DEBRIS FROM THE LOOSED SOIL PRIOR TO PLANTING.
8. PRE-EMERGENT HERBICIDE SHALL BE APPLIED TO ALL PLANT BEDS AND SOD AREAS PRIOR TO INSTALLATION. TREFLAN OR AN APPROVED EQUAL SHALL BE USED.
9. ALL PLANT BEDS SHALL HAVE A MINIMUM OF 3" DEEP MULCH. MULCH SHALL BE SHREDDED HARDWOOD.
10. PRIOR TO FINAL PAYMENT, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH COMPLETE WRITTEN INSTRUCTIONS ON PROPER CARE OF ALL SPECIFIED PLANT MATERIALS.
11. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES AND TAKE SPECIAL CARE TO INSURE THAT BED PREPARATION DOES NOT INHIBIT DRAINAGE.
12. ALL LAWN AREAS SHALL BE CULTIVATED TO A DEPTH OF 4" PRIOR TO SODDING. PREPARED BEDS SHALL BE FREE FROM STONES OVER 2" DIAMETER AND OTHER DELETERIOUS MATERIAL.
13. THE LANDSCAPE CONTRACTOR SHALL RAKE SMOOTH ALL SOD AREAS PRIOR TO INSTALLATION.
14. SODDED AREAS SHALL BE CONSIDERED ACCEPTABLE WHEN FULL COVERAGE OF THE PERMANENT TURFGRASS SPECIES IS ESTABLISHED.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR BACKFILLING BEHIND THE CURB SO GRADE IS LEVEL WITH TOP OF CURB.
16. CUT AWAY ROPES OR WIRES FROM B&B PLANTS. PULL BACK BURLAP FROM TOP OF ROOT BALL AS SPECIFIED IN THE PLANTING DETAILS. DO NOT ALLOW BURLAP TO BE EXPOSED AT SURFACE. COMPLETELY REMOVE BURLAP IF IT IS SYNTHETIC.
17. IF CONTAINER GROWN PLANTS SHOW SIGNS OF BEING ROOT BOUND, PRUNE ROOTS AS SPECIFIED IN PLANTING DETAILS.

PLANT WARRANTY NOTES:

1. LANDSCAPE INSTALLER TO WARRANTY ALL PERENNIAL PLANTS, SHRUBS AND TREES FOR TWO (2) YEARS FROM THE DATE OF INSTALLATION PROVIDED THE OWNER CONTRACTS WITH INSTALLER OR INDEPENDENTLY TAKES PROPER CARE OF THE PLANTS, INCLUDING, BUT NOT LIMITED TO, PROVIDING WATER, FERTILIZER AND INSECT AND DISEASE CONTROL. IF CERTAIN PLANTS ARE NOT TO BE COVERED BY WARRANTY THEY ARE IDENTIFIED AS SUCH ON THE PROJECT PLANT LIST. PLANTS REPLACED UNDER WARRANTY WILL BE THE SAME SIZE THEY WERE WHEN THEY WERE INSTALLED.
2. ANY MATERIAL CONSIDERED DEAD (DEEMED TO BE 25% DEAD OR MORE) SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE. A TREE IS CONSIDERED DEAD WHEN THE MAIN LEADER HAS DIED BACK, OR MORE THAN 25% OF THE CROWN IS DEAD.
3. REPLACEMENTS SHALL BE MADE DURING THE NEXT PLANTING SEASON UNLESS THE LANDSCAPE CONTRACTOR AGREES TO AN EARLIER DATE.

PLANTING DATES
SPRING: MARCH 1 - MAY 1
FALL: OCTOBER 1 - NOVEMBER 30
4. THE LANDSCAPE CONTRACTOR WILL NOT BE RESPONSIBLE FOR PLANT MATERIAL THAT HAS BEEN DAMAGED BY VANDALISM, FIRE, RELOCATION, WILDLIFE, THEFT, OR OTHER ACTIVITIES BEYOND THE CONTRACTOR'S CONTROL.

PLANTING DATES
SPRING: MARCH 1 - MAY 1
FALL: OCTOBER 1 - NOVEMBER 30

IRRIGATION NOTES:

1. EFFECTIVE WATERING DEPENDS ON VARIOUS FACTORS INCLUDING SUNLIGHT, SHADE, TERRAIN SLOPES, HEAVY CLAY SOIL, AND THE PRESENCE OF MATURE TREES IN THE VICINITY. THE OWNER IS RESPONSIBLE FOR MONITORING THE MOISTURE LEVEL BENEATH THE MULCH AFTER THE FIRST WEEK TO GAIN A CLEAR UNDERSTANDING OF THE SITE CONDITIONS. EXCESSIVE WATER RETENTION IS AS PROBLEMATIC AS INSUFFICIENT WATERING. IT IS ESSENTIAL THAT PLANTS RECEIVE ADEQUATE OXYGEN AND THAT THE SOIL IS ALLOWED TO DRY OUT BETWEEN WATERING SESSIONS.
2. INITIAL WATERING (BASED ON WELL DRAINED AREA):
 - CONDITIONS MAY DIFFER WITHIN THE SAME PROPERTY. PLEASE NOTE THAT RAINFALL SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR WATERING NEW PLANTS UNLESS IT CONSISTS OF A CONTINUOUS STEADY RAIN LASTING FOUR HOURS OR MORE. SUMMER SHOWERS TYPICALLY DO NOT PROVIDE SUFFICIENT PENETRATION TO REACH NEW ROOTS. FOR PLANTS INSTALLED BETWEEN APRIL AND SEPTEMBER, PLEASE ADHERE TO THE FOLLOWING GUIDELINES:
 - 2.1 WATER ALL PLANTS EACH DAY FOR THE FIRST THREE DAYS
 - 2.2 WATER THREE TIMES A WEEK FOR THREE WEEKS
 - 2.3 WATER TWICE A WEEK FOR THREE MONTHS - FOR POORLY DRAINED PROPERTY, ASK YOUR DESIGNER.
 - 2.4 FOR BEST RESULTS, WATER ONCE A WEEK THE FOLLOWING SUMMER.
3. PLANTS INSTALLED BETWEEN OCTOBER AND MARCH GENERALLY REQUIRE LESS FREQUENT WATERING DUE TO INCREASED RAINFALL AND LOWER TEMPERATURES DURING THIS PERIOD. WATER ALL PLANTS DAILY FOR THE FIRST THREE DAYS, AFTER WHICH THE PREVIOUSLY STATED WATERING INSTRUCTIONS SHOULD BE REDUCED BY HALF.
4. NOTE - DURING DROUGHT CONDITIONS, IT IS NECESSARY TO WATER EVEN MATURE TREES AND SHRUBS.
5. HOW TO WATER: THE BEST WAY TO WATER IS TO USE A HOSE FOR A SLOW AND STEADY APPLICATION AT THE BASE OF THE PLANT OR ADJACENT TO THE ROOT BALL FOR LARGER TREES. SET WATER FLOW SLOW ENOUGH TO SOAK INTO ROOT SYSTEM WITHOUT CAUSING RUNOFF.
 - 5.1 WATER EACH PLANT ABOUT ONE TO FIVE MINUTES DEPENDING ON SIZE OF PLANT. STOP IF WATER RUNS OFF.
 - 5.2 FOR TREES, POSITION THE HOSE AT THE TRUNK AND APPLY A SLOW TRICKLE OF WATER FOR 15 TO 30 MINUTES OR LONGER, UNTIL RUN OFF OCCURS.
6. OVERHEAD WATERING: WHEN USING A SPRINKLER FROM A WATER HOSE, ENSURE THAT THE WATER RUNS CONTINUOUSLY FOR AT LEAST ONE HOUR.
7. SINCE ALL SITES AND WATER SPRINKLERS ARE DIFFERENT, PULL BACK THE MULCH AND INSPECT THE ROOT BALLS IN SEVERAL AREAS TO ASSESS THE SPECIFIC WATERING REQUIREMENTS OF THE SITE AND ADJUST ACCORDINGLY.
8. ANNUAL FLOWERS, SOD, AND ESTABLISHED LAWNS TYPICALLY REQUIRE ONE INCH OF WATER PER WEEK. UTILIZE A RAIN GAUGE AND WATER FOR SHORT DURATIONS EVERY OTHER DAY.
9. HOW AND WHEN TO WATER TURF GRASS:
 - 9.1 THE PROPER APPLICATION OF IRRIGATION WATER TO SUPPLEMENT NATURAL RAINFALL IS ESSENTIAL FOR MAINTAINING A HEALTHY LAWN. EFFICIENT MANAGEMENT OF THIS VALUABLE NATURAL RESOURCE WILL ALSO CONTRIBUTE TO REDUCING WATER EXPENSES.
 - 9.2 TO MAXIMIZE EFFICIENCY WHEN WATERING TURF GRASS, IRRIGATE DURING THE EARLY MORNING HOURS (MINIMIZES EVAPORATION LOSS), WHEN WINDS ARE CALM, AND WHEN THE TURF GRASS SHOWS SIGNS OF DROUGHT STRESS. AVOID IRRIGATION IN THE EVENING TO REDUCE THE RISK OF DISEASE.
 - 9.3 WATER TURF GRASS EACH DAY FOR THE FIRST TWO WEEKS OF ESTABLISHMENT PERIOD.
10. FOLLOW LOCAL IRRIGATION ORDINANCES OR RESTRICTIONS WHEN WATERING TURF GRASS. DROUGHT TOLERANT LAWN GRASSES WILL REVIVE ONCE RAINFALL OCCURS OR IRRIGATION RESTRICTIONS ARE LIFTED.



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11154 JAMES JACKSON PARKWAY
ATLANTA, GA 30318

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CONSTRUCTION

Revision

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LANDSCAPE NOTES

L001

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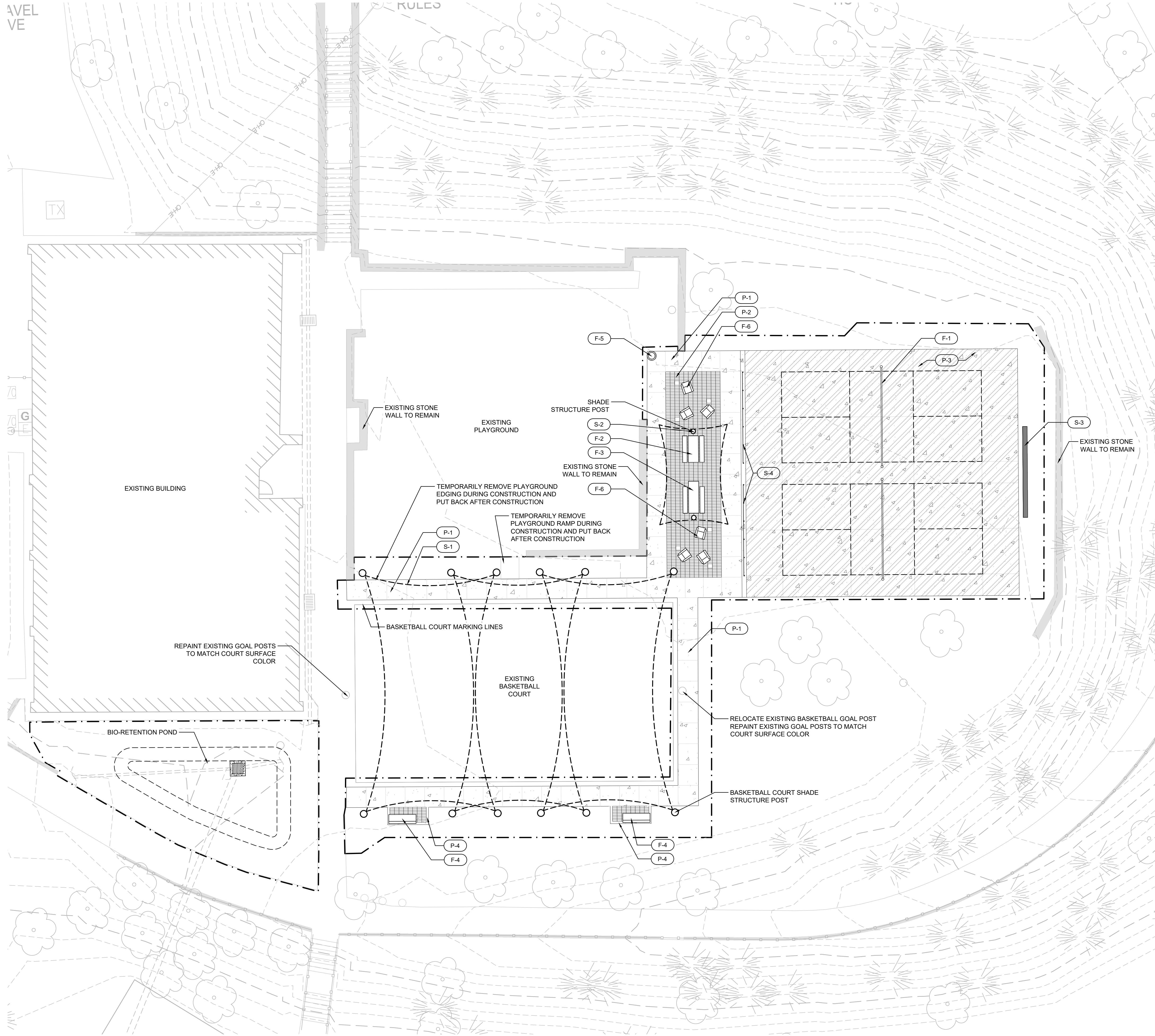
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MATERIALS PLAN

L201

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3/14/2026

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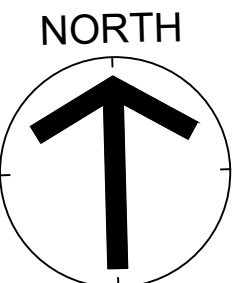


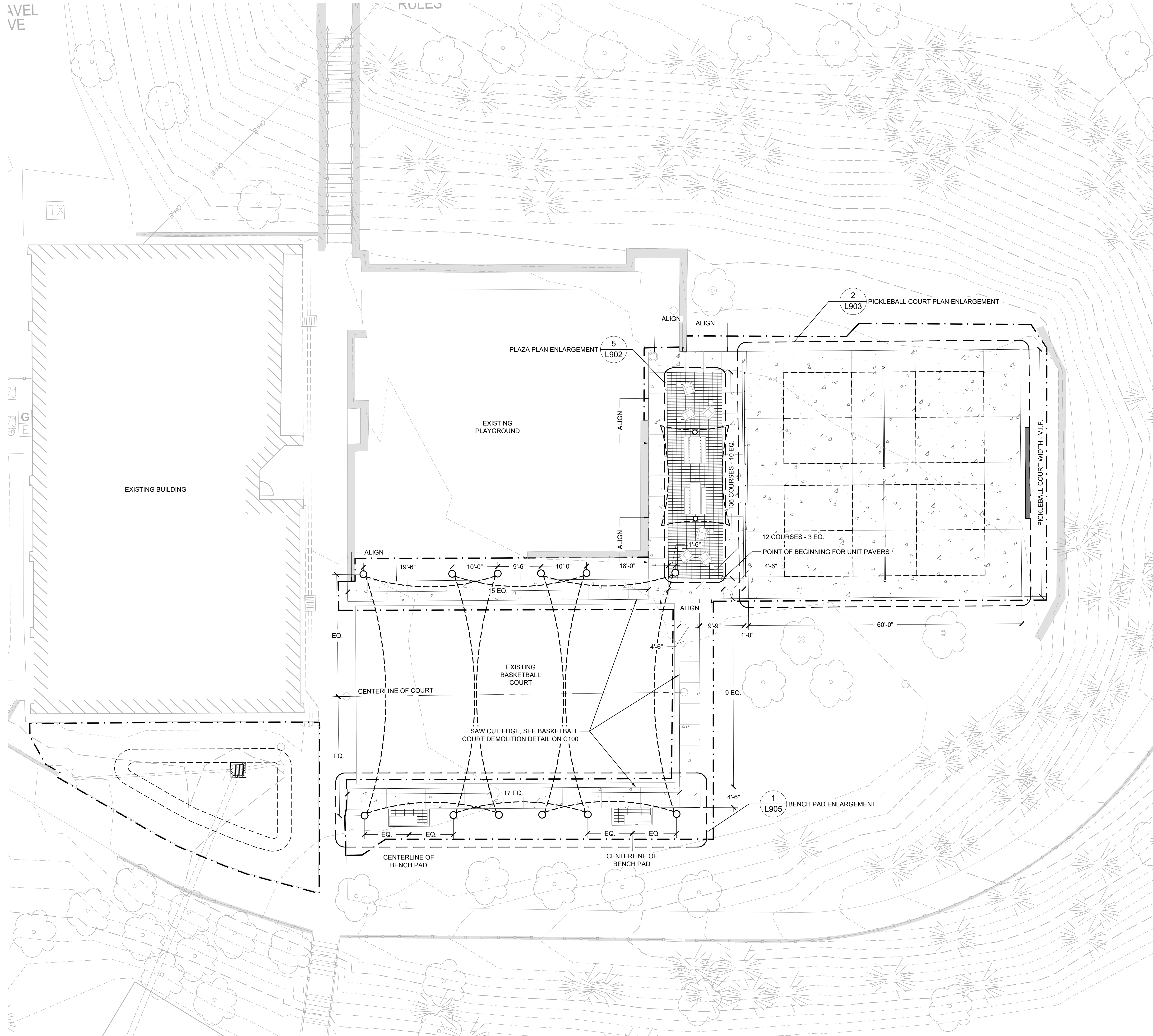
LEGEND	
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	PROPERTY SETBACK LINE
	BUILDING LINE
	LIMITS OF DISTURBANCE
	EXISTING STONE WALL

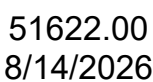
PAVING		
P-1	CONCRETE PAVING	1/L902
P-2	UNIT PAVING	3/L902
P-3	PICKLEBALL COURT	3/L903, 4/L903 5/L903
P-4	FLUSH CONCRETE CURB	4/L902

STRUCTURES / WALL / FENCING		
S-1	BASKETBALL COURT SHADE STRUCTURE	1/L906
S-2	SHADE STRUCTURE	1/L907
S-3	PRACTICE WALL	6/L904
S-4	PICKLEBALL COURT DIVIDER	1/L903

FURNISHINGS / ACCESSORIES		
F-1	PICKLEBALL COURT NET	6/L902
F-2	PICNIC TABLE	4/L904
F-3	ADA PICNIC TABLE	5/L904
F-4	BENCH	1/L904
F-5	TRASH RECEPTACLE	2/L904
F-6	LOUNGE CHAIR WITH TIE-DOWN	3/L904

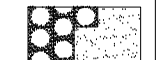


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FOR SOIL EROSION AND SEDIMENT
CONTROL PRACTICES

STRUCTURAL PRACTICES

VEGETATIVE PRACTICES			
CODE	PRACTICE	DETAIL MAP SYMBOL	DESCRIPTION
Bf	BUFFER ZONE		Strip of undisturbed original vegetation, enhanced or restored existing vegetation or the reestablishment of vegetation surrounding an area of disturbance or bordering streams.
Cs	COASTAL DUNE STABILIZATION (WITH VEGETATION)		Planting vegetation on dunes that are denuded or artificially constructed, or re-nourished.
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)		Establishing temporary protection for disturbed areas where seedlings may not have a suitable growing season to produce an erosion controlling cover.
Ds2	DISTURBED AREA STABILIZATION (WITH TREES/ SEEDING)		Establishing a temporary vegetative cover with fast growing seedlings on disturbed areas.
Ds3	DISTURBED AREA STABILIZATION (WITH PERENNIAL VEGETATION)		Establishing a permanent vegetative cover such as trees, shrub, vines, grasses, or legumes on disturbed areas.
Ds4	DISTURBED AREA STABILIZATION (SEEDING)		A permanent vegetative cover using seeds on highly erodible or critically eroded lands.
Du	DUST CONTROL ON DISTURBED AREAS		Controlling surface and air movement of dust on construction site, roadways and similar sites.
Fi-Cc	FLOCCULANTS AND COAGULANTS		Substance formulated to assist in the settling/rapid separation of suspended particles in solution.
Sb	STREAMBANK STABILIZATION (USING PERM VEGETATION)		The use of readily available native plant materials to maintain and enhance streambanks, or to prevent, or restore and repair small streambank erosion problems.
Ss	SLOPE STABILIZATION		A protective covering used to prevent erosion and establish temporary or permanent vegetation on steep slopes, shore lines, or channels.
Tac	TERRAINS AND BEDS		Substance used to anchor stone or hay mulch by coating the organic material to bind together.

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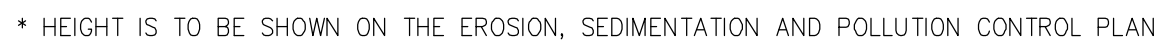
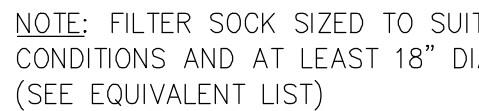
OVERFLOW



- 01
C902

NOT TO SCALE

TYPE B COMPOST FILTER SOCK



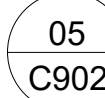
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- 02
C902

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NOT TO SCALE



- 05
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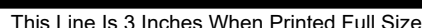
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ATLANTA, GA 30318

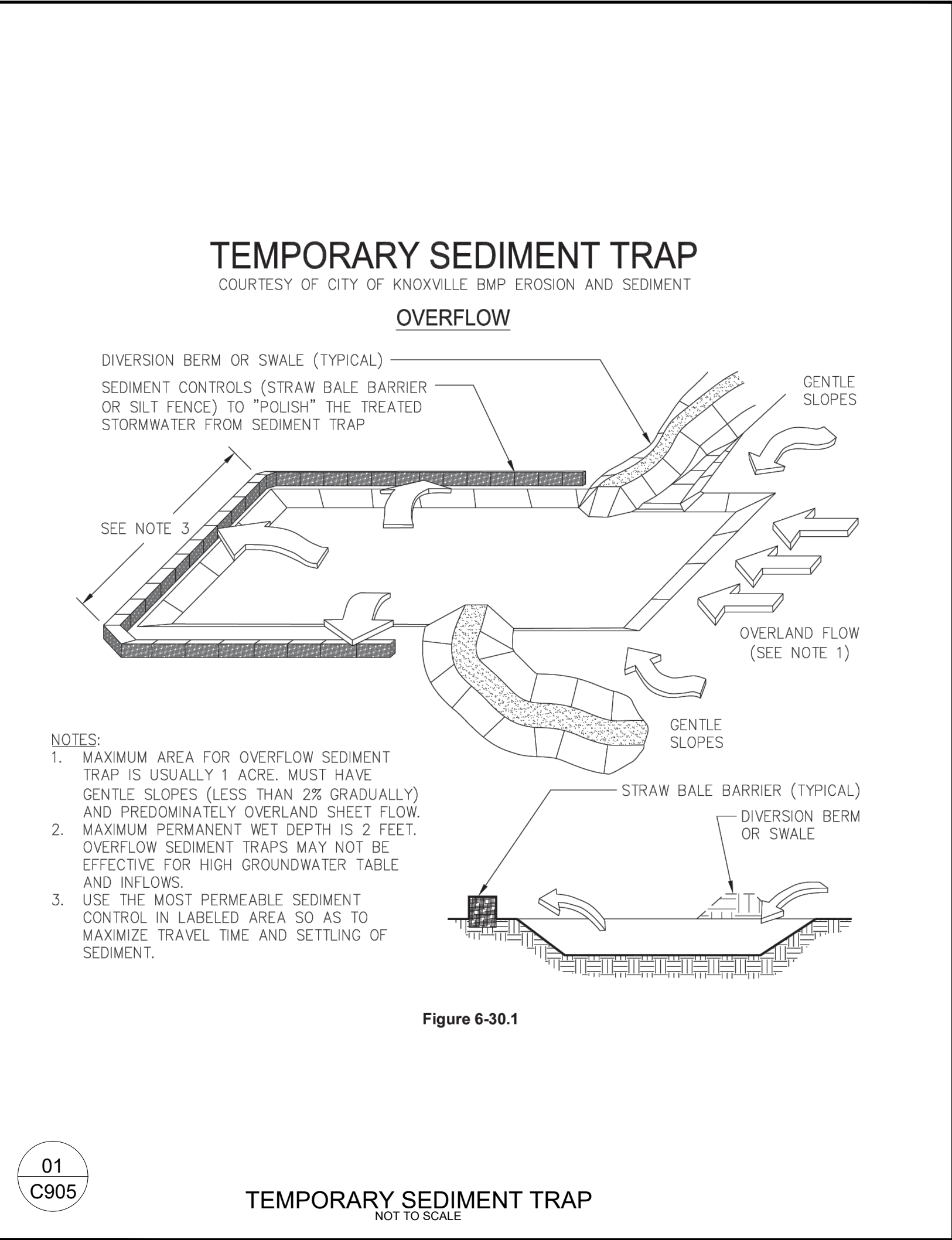
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CONSTRUCTION

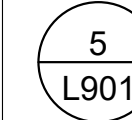
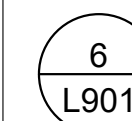
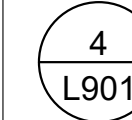
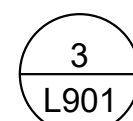
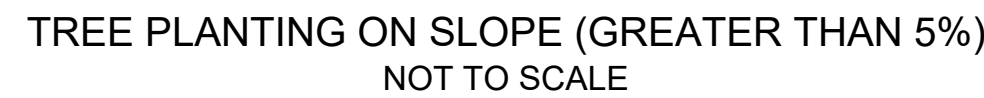
Revision		
No.	Date	Description

SITE DETAILS

C905

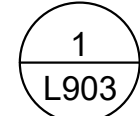
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1. TOP OF DIVIDER SHALL BE LEVEL.
2. ALIGN TOP OF WELDED WIRE MESH WITH TOP OF STEEL TUBE.
3. WELDED WIRE MESH SHALL BE BLACK PVC COATED, 16 GA. GALVANIZED STEEL WITH WIRES SPACED 1-1/2" O.C. IN BOTH DIRECTIONS.
4. STEEL TUBE AND BAR COMPONENTS SHALL BE POWDER COATED RAL 8028 TERRA BROWN.
5. FENCE TIES SHALL BE 8 GA. BLACK PVC COATED GALVANIZED STEEL WIRE. FENCE TIES SHALL BE TIGHTENED AND TRIMMED USING A DRILL CHUCK. TRIMMED ENDS SHALL BE PARALLEL TO WELDED WIRE MESH AND FACE THE SAME DIRECTION. FENCE TIES AT END POSTS SHALL FACE INWARD TOWARDS WELDED WIRE MESH.
6. TOP OF CONCRETE FOOTER FINISH SHALL MATCH CONCRETE PAVING.
7. EPOXY GROUT SHALL BE NON-SHRINK, ANCHORING GROUT, APPROPRIATE FOR THE PROPOSED CONSTRUCTION. FINISHED GROUT SHALL BE FLUSH WITH GRADE. COLOR SHALL BE STANDARD GRAY.
8. CONTRACTOR TO SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL BY ENGINEER AND LANDSCAPE ARCH PRIOR TO PRODUCT PROCUREMENT AND INSTALLATION.



3
L903

PICKLEBALL COURT SURFACING
NOT TO SCALE

4
L903

PICKLEBALL COURT
1" = 1'-0"

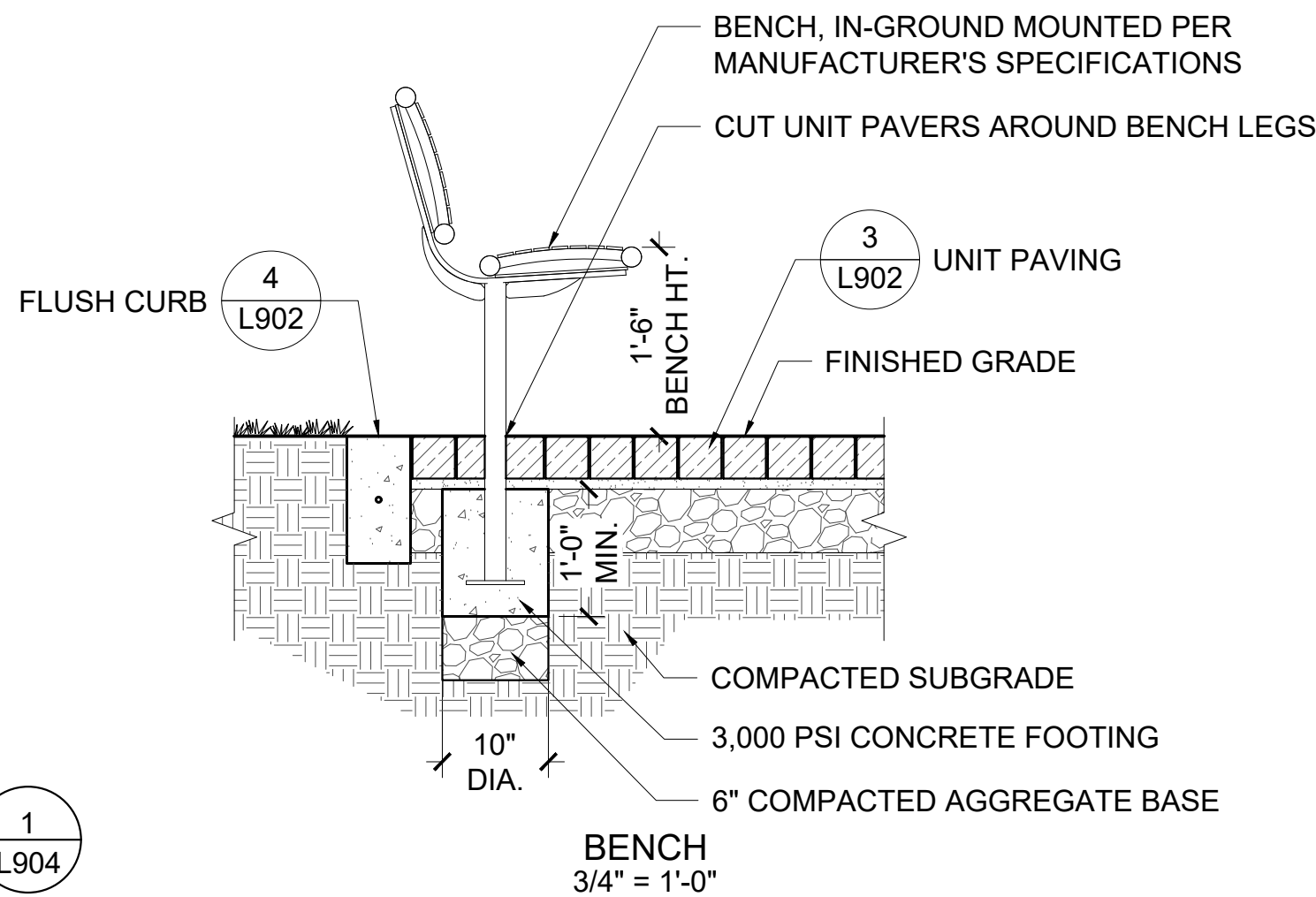
5
L903

PICKLEBALL COURT @ TREE ROOTS
1" = 1'-0"

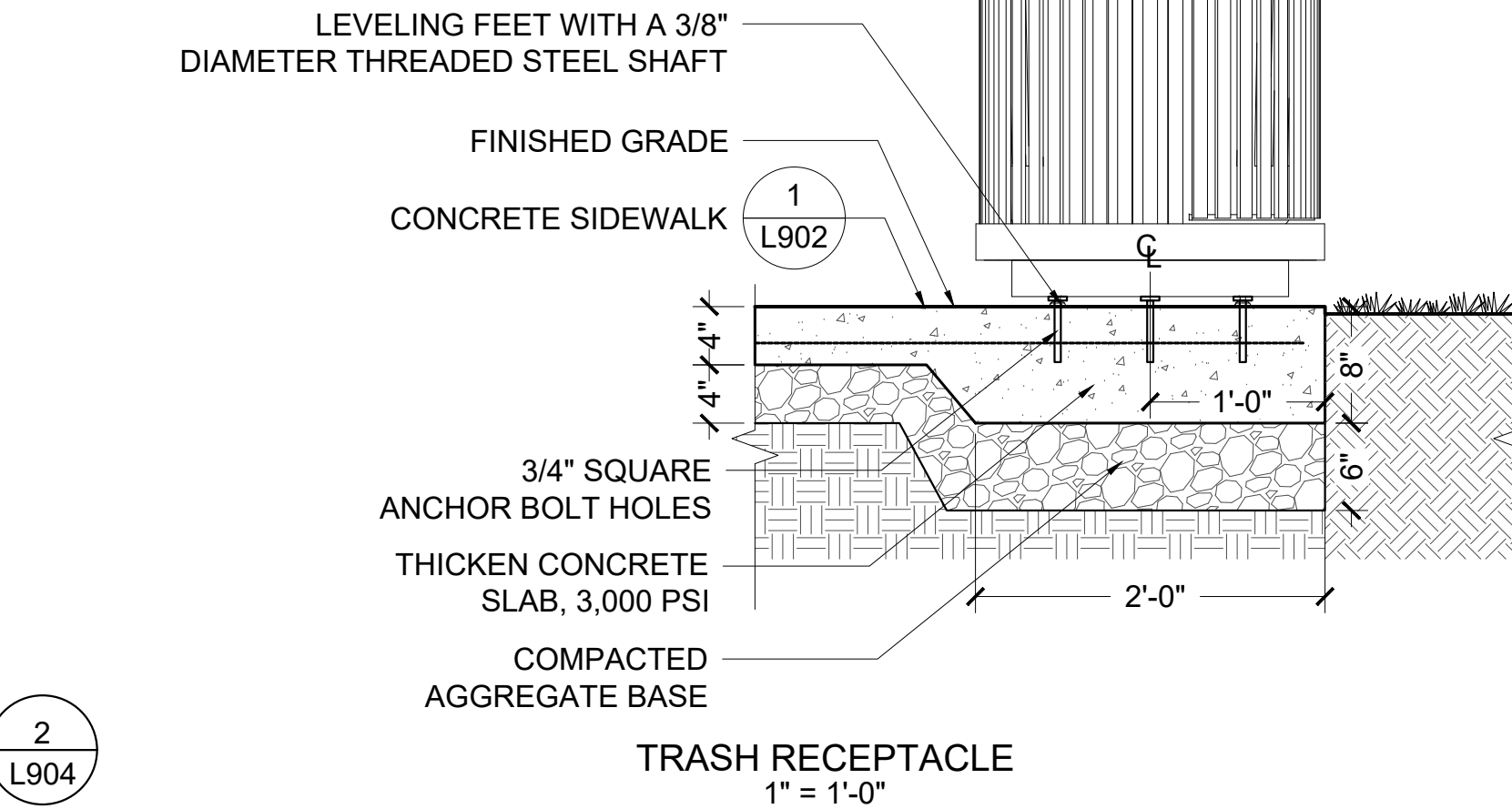
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CONTRACTOR TO SUBMIT PRODUCT AND INSTALLATION
INFORMATION FOR APPROVAL BY LANDSCAPE
ARCHITECT PRIOR TO PROCUREMENT/PLACEMENT.

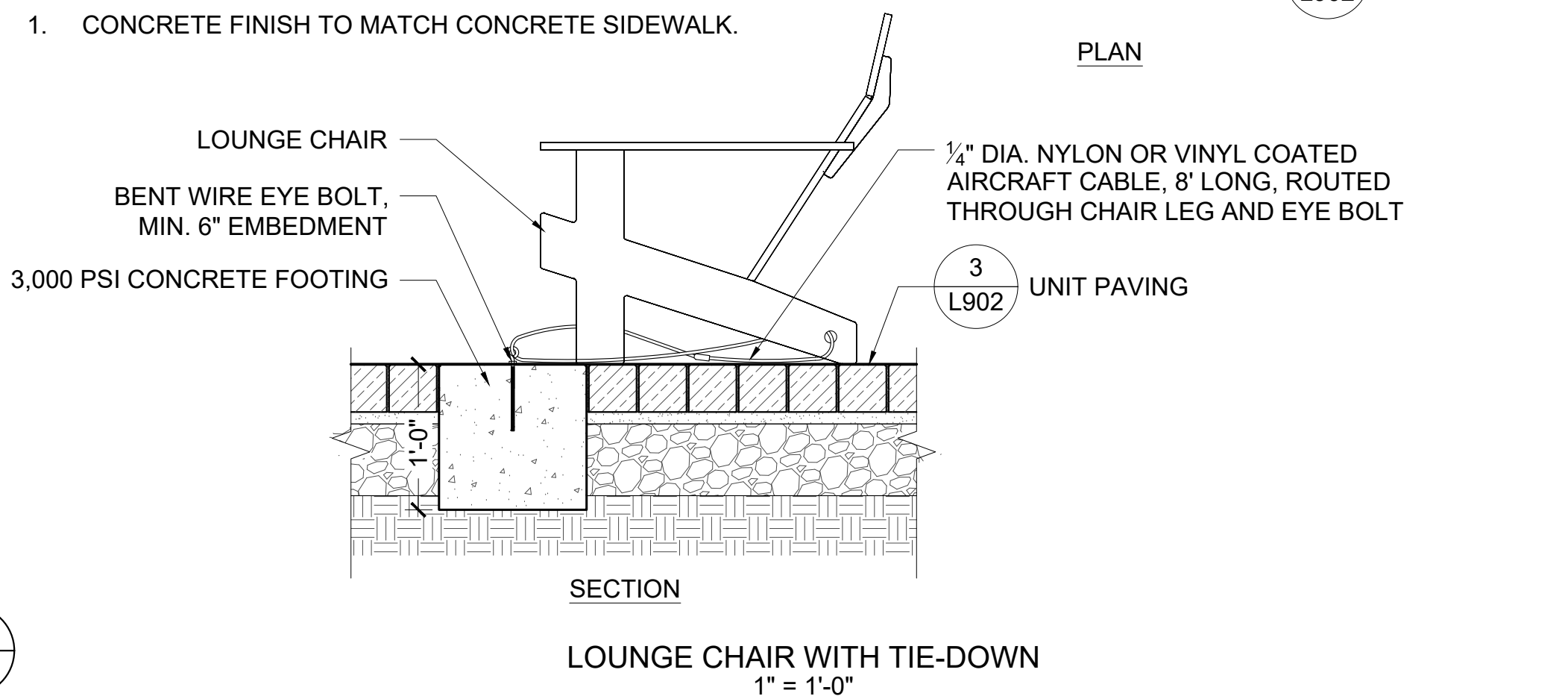


CONTRACTOR TO SUBMIT PRODUCT AND
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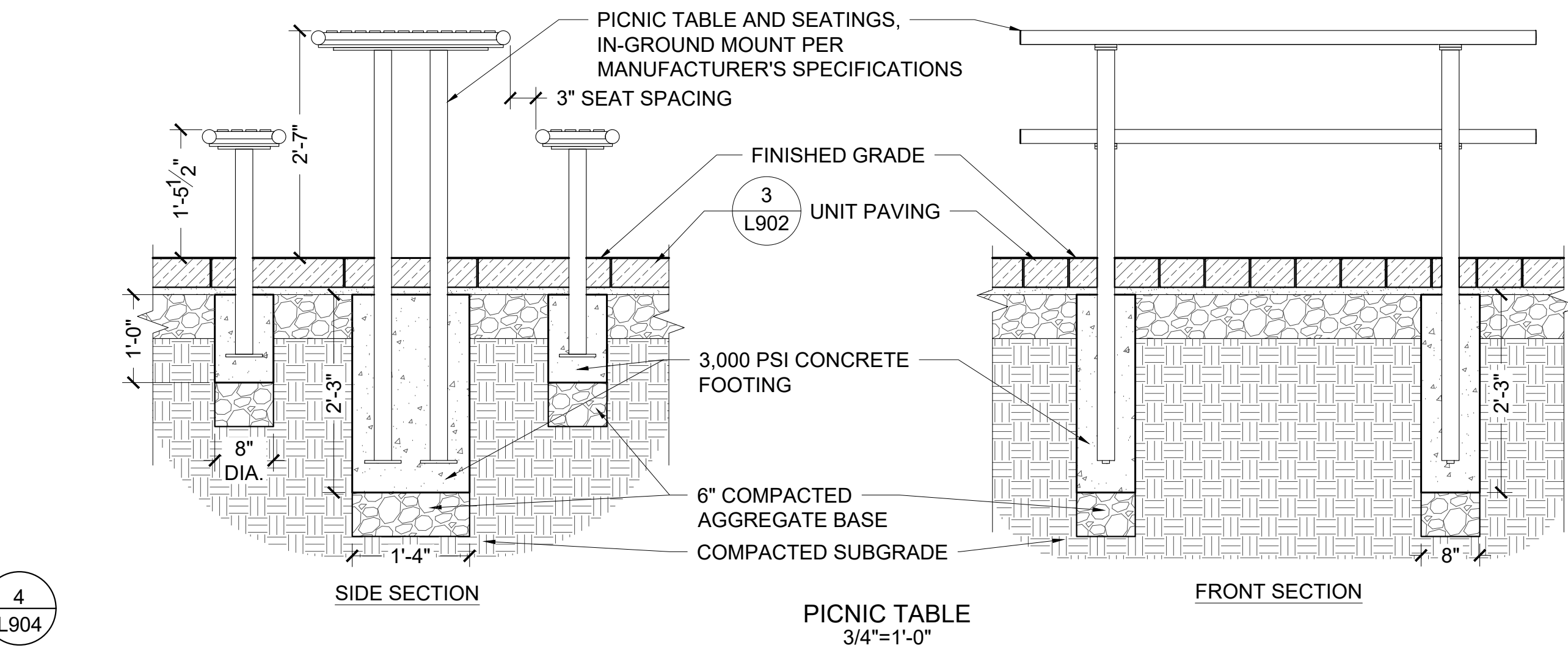


CONTRACTOR TO SUBMIT PRODUCT AND INSTALLATION
INFORMATION FOR APPROVAL BY LANDSCAPE
ARCHITECT PRIOR TO PROCUREMENT/PLACEMENT.

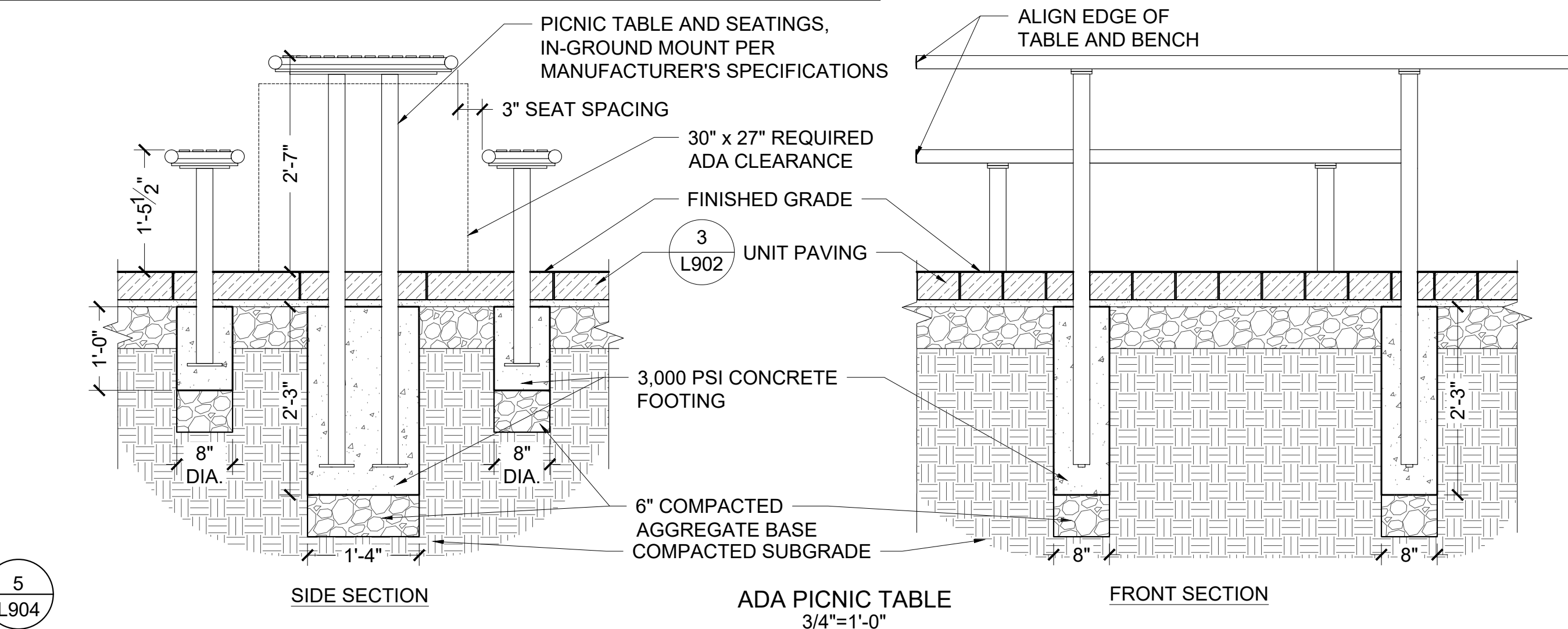
1. CONCRETE FINISH TO MATCH CONCRETE SIDEWALK.



CONTRACTOR TO SUBMIT PRODUCT AND INSTALLATION INFORMATION FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT/PLACEMENT.

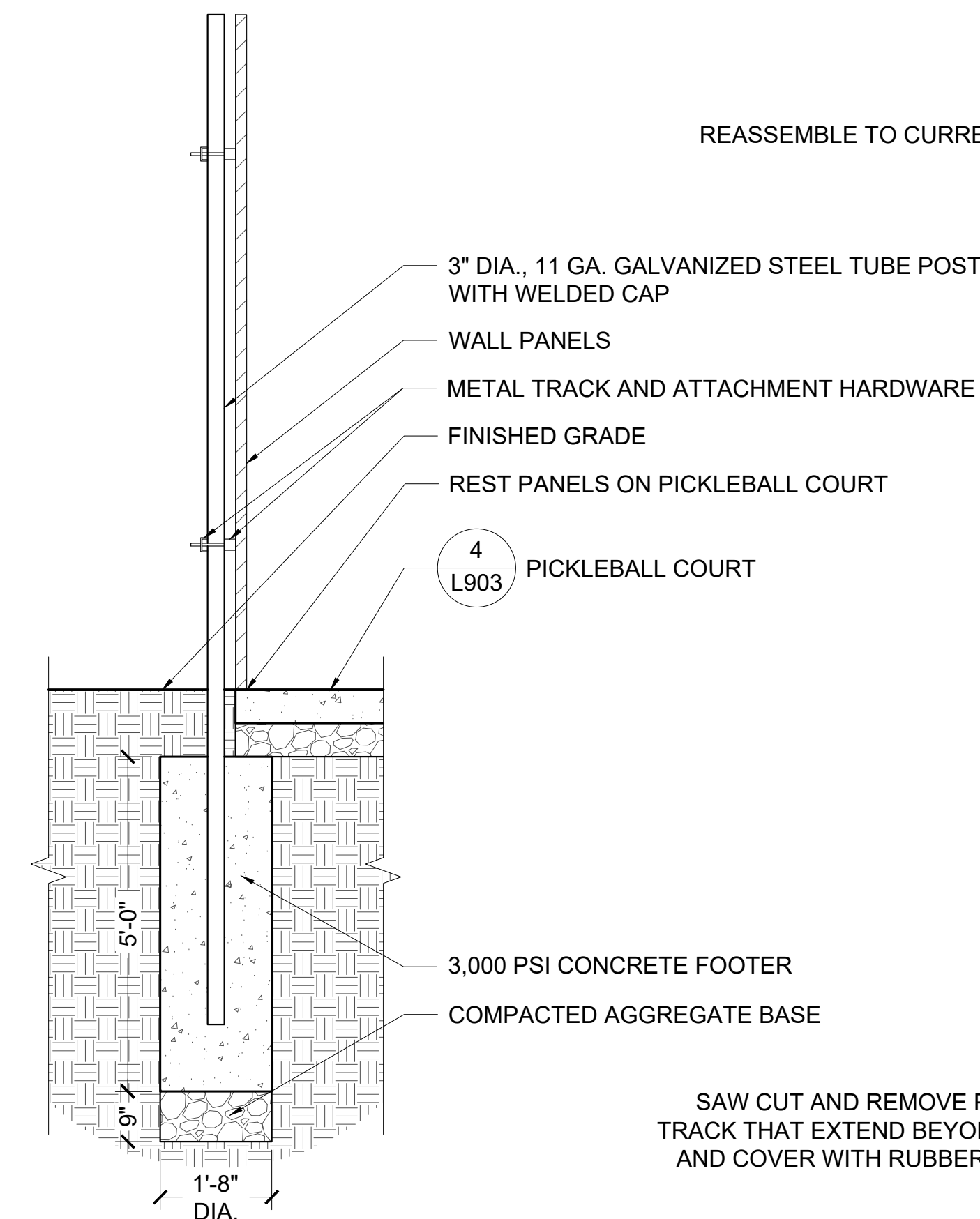


CONTRACTOR TO SUBMIT PRODUCT AND INSTALLATION INFORMATION FOR APPROVAL
BY LANDSCAPE ARCHITECT PRIOR TO PROCUREMENT/PLACEMENT.



1. CONTRACTOR SHALL CAREFULLY DISASSEMBLE AND STORE EXISTING PRACTICE WALL IN A PROTECTED LOCATION UNTIL RELOCATION.
2. WALL PANELS SHALL BE PAINTED RAL 8028 TERRA BROWN. CONTRACTOR SHALL USE PAINT APPROPRIATE FOR SURFACE MATERIAL.
3. STEEL TUBE POSTS SHALL BE POWDER COATED RAL 8028 TERRA BROWN. ALIGN TOP OF STEEL TUBE POST WITH TOP OF WALL PANELS. STEEL TUBE POSTS SHALL MATCH EXISTING POST SPACING.

REASSEMBLE TO CURRENT CONFIGURATION



SAW CUT AND REMOVE PORTIONS OF METAL TRACK THAT EXTEND BEYOND THE PANEL EDGE AND COVER WITH RUBBER OR NEOPRENE CAP

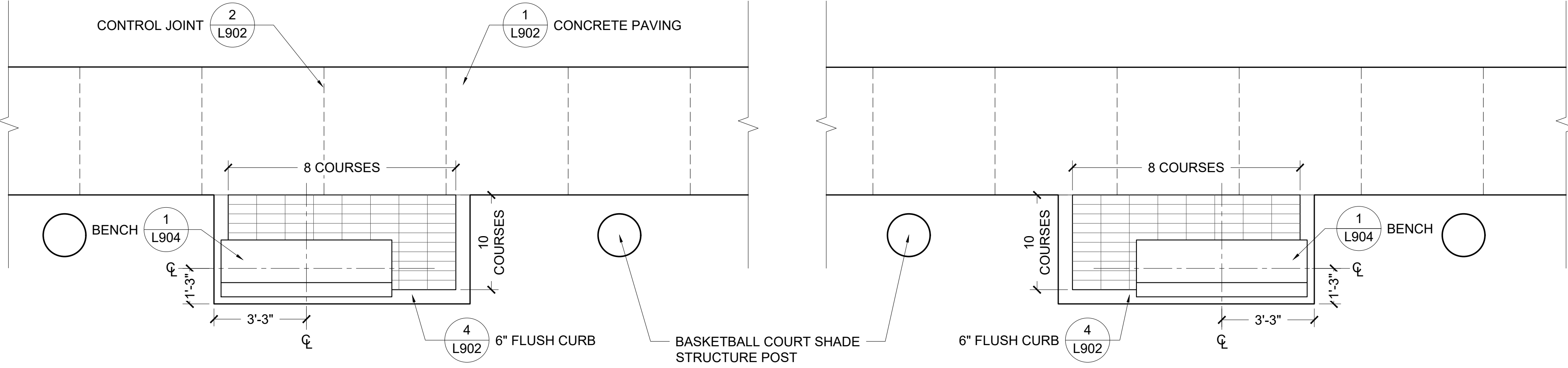


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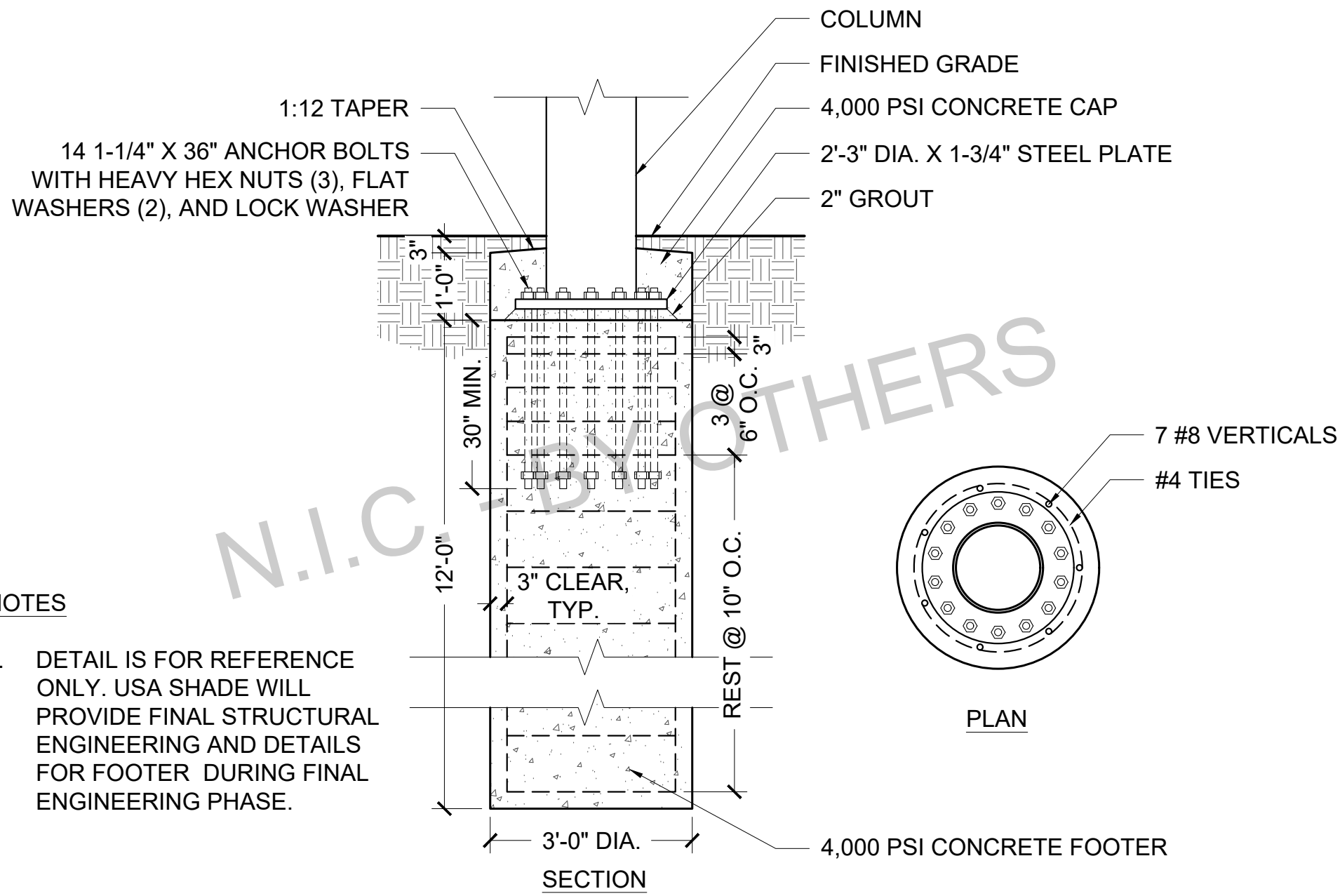
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1
L905

BENCH PAD ENLARGEMENT
3/8"=1'-0"

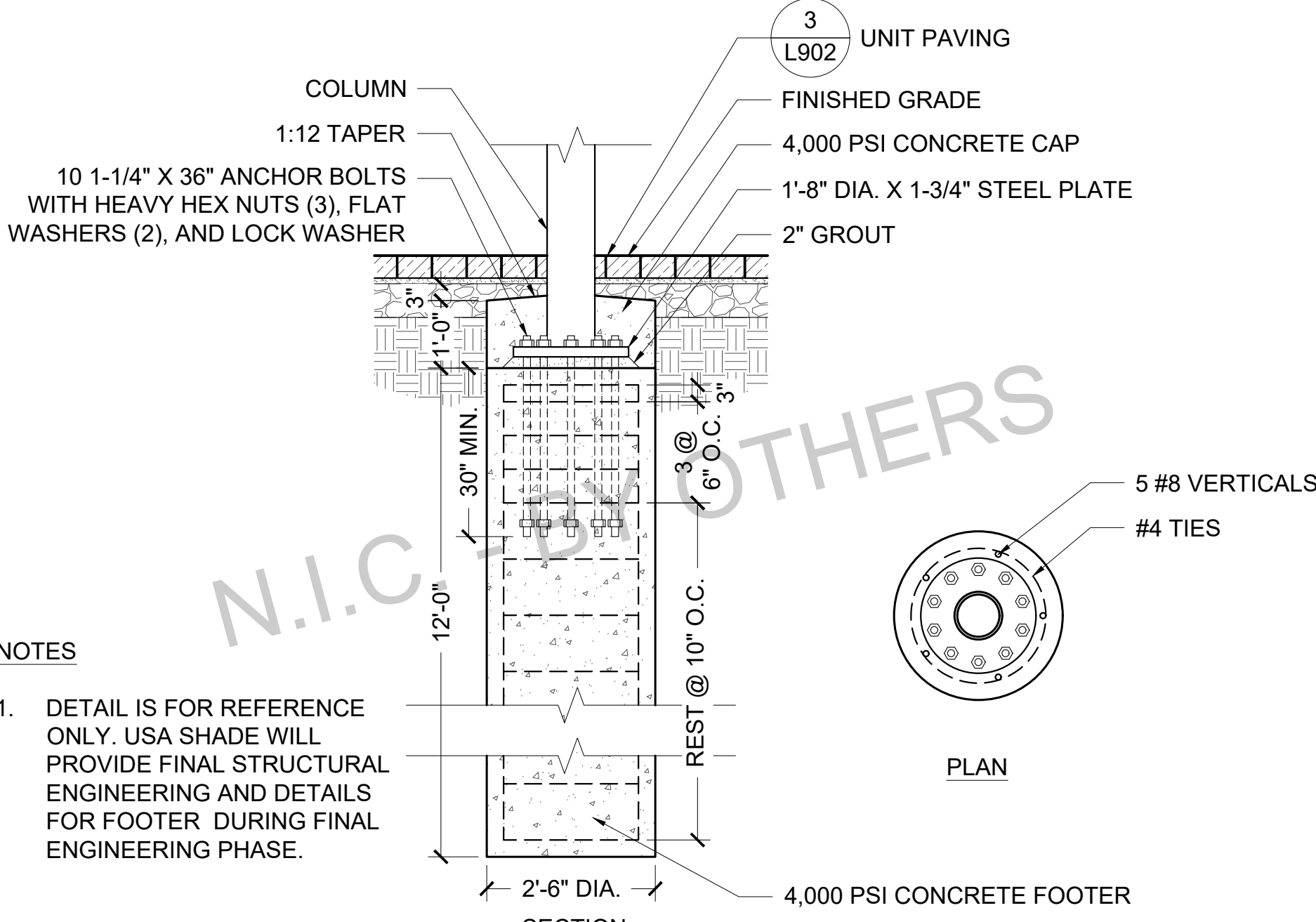


NOTES

1. DETAIL IS FOR REFERENCE ONLY. USA SHADE WILL PROVIDE FINAL STRUCTURAL ENGINEERING AND DETAILS FOR FOOTER DURING FINAL ENGINEERING PHASE.

2
L905

BASKETBALL COURT SHADE STRUCTURE FOOTER
1/2"=1'-0"



NOTES

1. DETAIL IS FOR REFERENCE ONLY. USA SHADE WILL PROVIDE FINAL STRUCTURAL ENGINEERING AND DETAILS FOR FOOTER DURING FINAL ENGINEERING PHASE.

3
L905

SHADE STRUCTURE FOOTER
1/2"=1'-0"



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CONSTRUCTION

Revision		
No.	Date	Description

SITE DETAILS

L905

51622.00
8/14/2026

1. ALL STRUCTURES WILL HAVE BOLTED CONNECTIONS FOR SHIPPING AND INSTALLATION PURPOSES.
2. STANDARD DETAILS BEING SHOWN AS AN EXAMPLE. FINAL DETAILS TO BE DETERMINED DURING FINAL ENGINEERING PHASE.
3. ALL DIMENSIONS AND HEIGHTS MUST BE FIELD VERIFIED PRIOR TO ANY FINAL DESIGN, FABRICATION OR INSTALLATION WORK.
4. SEE DETAIL 2/L905 FOR BASKETBALL COURT SHADE STRUCTURE FOOTER DETAIL.
5. CANOPY TO BE MANUFACTURED AND INSTALLED BY USA SHADE. CONTACT KERRI CARROL, (214) 288-4360, KERRI.CARROLL@USA-SHADE.COM



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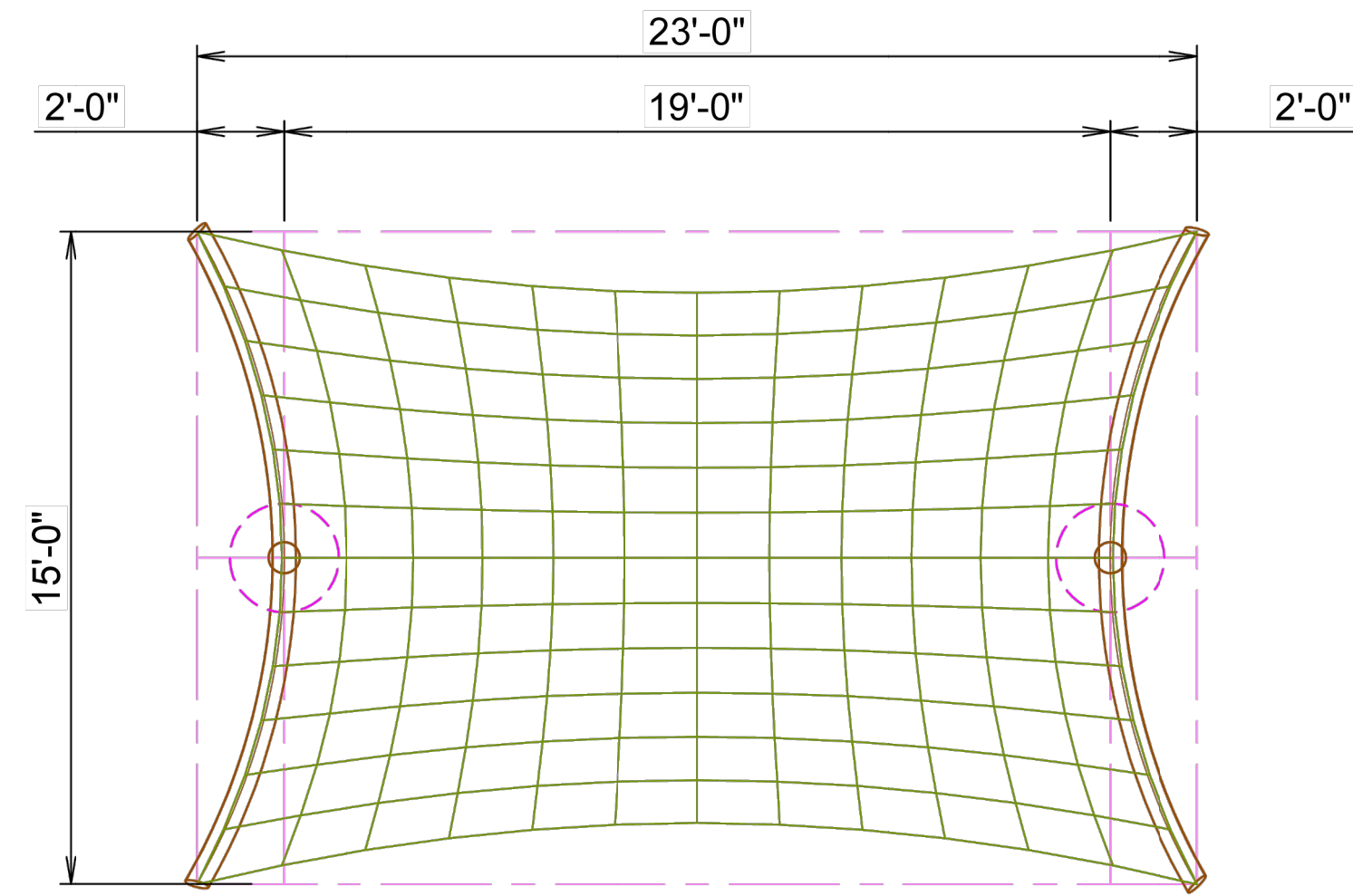
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BASKETBALL COURT SHADE STRUCTURE DETAILS

L906

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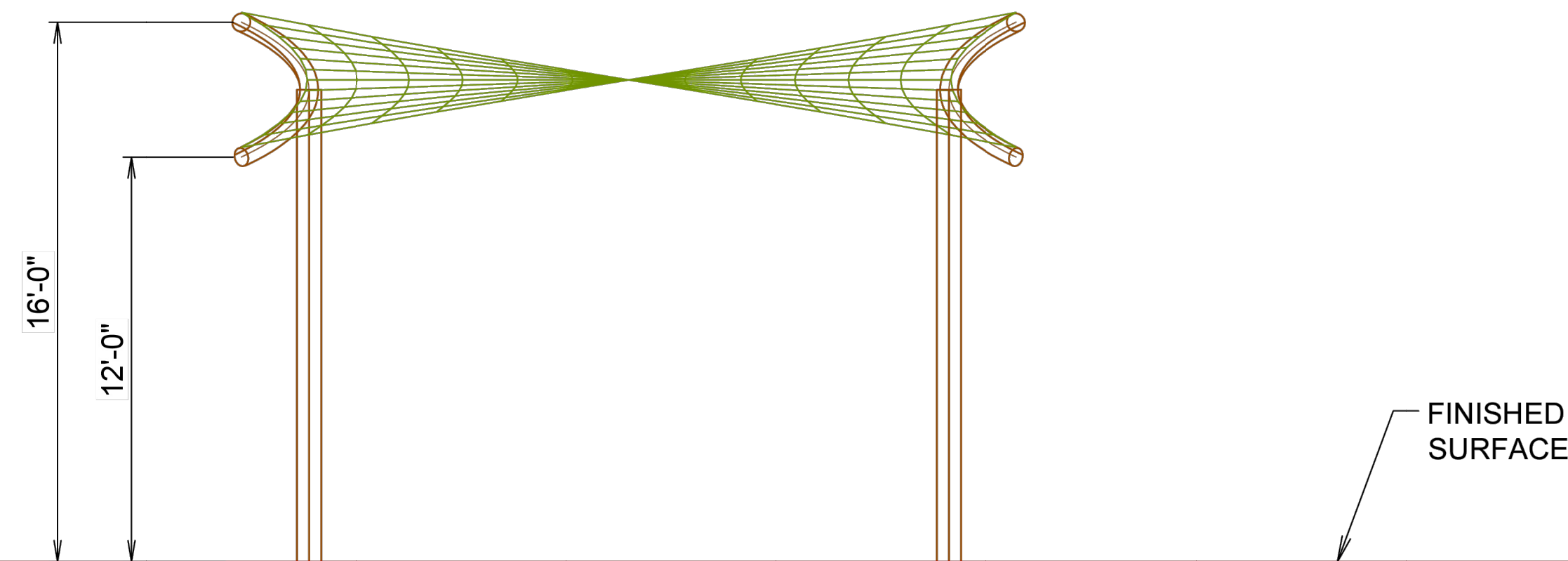
1. ALL STRUCTURES WILL HAVE BOLTED CONNECTIONS FOR SHIPPING AND INSTALLATION PURPOSES.
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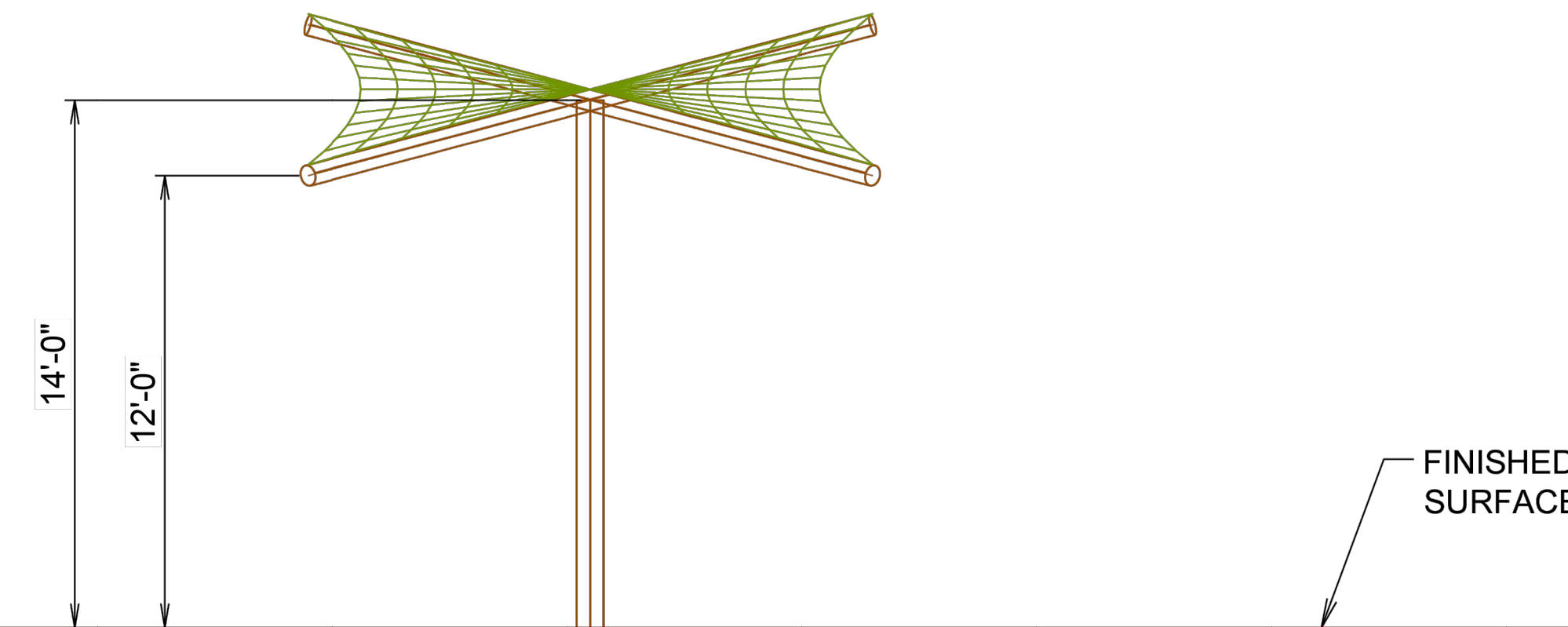
PLAN VIEW



PERSPECTIVE VIEW



SOUTH ELEVATION



WEST ELEVATION

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8/14/2026

Exhibit C - Standard Contract

OWNER –CONTRACTOR STANDARD AGREEMENT

THIS AGREEMENT is entered into as of the [DAY] day of [MONTH], [YEAR], by and between **PARK PRIDE [OR OTHER LEGAL ENTITY]** (the “Owner”) and **[INSERT CONTRACTOR NAME]** (the “Contractor”), for the construction of the **[INSERT PROJECT NAME]** (the “Project”) described in the Contract Documents listed on **Exhibit A** hereto. In consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the Owner and Contractor, intending to be legally bound, agree as follows:

ARTICLE 1 **SCOPE DEFINITIONS AND EXHIBITS**

1.1 Definitions.

1.1.1 “Agreement” means this Agreement between Owner and Contractor, including all schedules, exhibits, attachments and other documents annexed hereto and made part hereof or incorporated herein by reference, as well as any addenda hereto or modifications hereof made and entered into as provided herein.

1.1.2 “Contract Documents” means this Agreement, the Drawings, the Specifications, all documents incorporated by reference into any of the foregoing documents, and all other documents, if any, set forth in the Schedule of Contract Documents attached hereto as **Exhibit A**.

1.1.3 “Contract Time” shall have the meaning given to it in Section 3.1 of this Agreement.

1.1.4 “Drawings” means, collectively, (i) the drawings listed in **Exhibit A**, (ii) such additional plats, drawings, profiles, typical cross-sections, general cross-sections, working drawings and supplemental drawings concerning the Work as may hereafter be issued and approved by the Owner's Representative, and (iii) such amendments to any of the foregoing documents as may be issued and approved by the Owner's Representative.

1.1.5 “Final Completion” shall have the meaning given to it in Section 4.10 of this Agreement.

1.1.6 “Specifications” means the specifications listed in **Exhibit A** and all additions thereto hereafter issued by the Architect and approved by the Owner.

1.1.7 “Substantial Completion” shall have the meaning given to it in Section 3.2 of this Agreement..

1.2 Exhibits. The following Exhibits attached hereto are part of this Agreement:

1.2.1 **Exhibit A** – Pricing Plan & Cost Summary

1.2.2 **Exhibit B** – Lien Waiver

1.2.3 **Exhibit C** – Change Order

1.2.4 **Exhibit D**– Insurance

1.2.5 Exhibit E – Project Schedule

ARTICLE 2 **THE WORK**

2.1 Performance of the Work. Contractor agrees to furnish all supervision, labor, materials, tools, equipment, supplies, and services, and shall perform all other acts and supply all other things necessary to perform the work described in the Contract Documents, including all work expressly specified therein and all such additional work as may be reasonably inferable therefrom, saving only those items of work as are specifically stated in the Contract Documents not to be the obligations of the Contractor (the “Work”). The Contractor warrants and represents that the Contractor’s qualifications include any and all required qualifications of the Contractor as to the scope of Work required hereunder.

2.2 The Project. The Work may constitute the whole or part of any work on the Project. Contractor acknowledges that Owner may complete any work on the Project, outside the scope of Contractor’s Work, with other contractors.

2.3 Acknowledgment. The parties acknowledge that Owner has selected Contractor based on its experience on construction projects similar to this Project, its familiarity with the activities of the governmental bodies having jurisdiction over the Project and its expertise and experience managing subcontractors on construction projects within the geographic area of the Project. The standard by which Contractor shall be judged in its performance of this Agreement and its exercise of judgment hereunder shall be that of a reasonable Contractor with the foregoing qualifications.

2.4 Examination of Contract Documents. Contractor has examined all Contract Documents provided by Owner and the Architect pertaining to the Work and the Project and acknowledges that the Drawings and Specifications may not be complete in every detail. Contractor fully accepts any lack of completeness of such documents, including the Drawings and Specifications, and verifies that such documents were sufficiently detailed and comprehensive to enable Contractor to have reliably estimated and established its Contract Sum set forth in Section 4.1 of the Agreement. Contractor further agrees that the Drawings and Specifications are sufficiently complete to enable Contractor to complete all Work for the Contract Sum and within the schedule set forth in the Agreement. The Work shall be performed in a professional, first-class manner and in accordance with industry standards, subject to the specific terms of the Contract Documents.

ARTICLE 3 **CONTRACT TIME**

3.1 Commencement and Completion of the Work. The Contractor shall commence the Work upon a written notice to proceed by the Owner, and shall continue to diligently perform the Work thereafter. The Contractor shall achieve Substantial Completion of the Work on or before [DATE] (“Substantial Completion Date”), shall achieve Final Completion on or before [DATE] (collectively, the “Contract Time”).

3.2 Definition of Substantial Completion. “Substantial Completion” is the stage in the progress of the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.. In addition, the Work will not be considered suitable for Substantial Completion review until all required governmental inspections and certifications have been made and posted, and a certificate of occupancy (or its equivalent in the jurisdiction where the Project is located) is obtained, if applicable.

3.3 Delays. Time is of the essence in the performance of this Agreement. The Contractor shall take all necessary actions required to remedy any delay due to the fault of the Contractor or anyone working under Contractor, including, without limitation, providing additional forces to perform the Work, or working overtime at the Contractor's expense.

3.4 Survival of Obligations. The terms of this Article shall survive any termination or breach of this Agreement and shall remain in effect so long as the parties are entitled to protection of their rights under applicable law.

ARTICLE 4

FEES AND PAYMENT

4.1 Contract Sum. In return for the Contractor's timely and proper performance of all Work, Owner shall pay Contractor a not to exceed amount of \$[INSERT AMOUNT] in accordance with the terms of this Agreement, subject to additions and deletions as provided for in this Agreement (the "Contract Sum"). Any adjustments to the Contract Sum shall be by Change Order pursuant to the provisions of Article 7. Owner agrees to pay to Contractor, as part of the Contract Sum, a fee for the performance of the Work (the "Contractor's Fee"), which is intended to cover the Contractor's profit and general overhead costs.

4.2 Unit Prices. All unit prices established pursuant to this Agreement shall include the cost of all labor, materials, equipment and services necessary to perform the work described in the unit cost, and shall also include all fee, profit, overhead and general conditions costs of the Contractor and any Subcontractor or supplier performing the work described in the unit price.

4.3 Pricing Scope. The Contractor shall provide and pay for, and the Contract Sum (including additions thereto as provided by this Agreement) shall be deemed to include all Work performed under this Agreement, including all labor, fringe benefits, materials, equipment, services, supervision, site and home office overhead, tools, machinery, water, heat, utilities, transportation, storage, license and permit fees, profits, taxes (including sales, use, local, state or other taxes imposed by any taxing authority) or charges, and all other costs and services required by or reasonably inferable from the Contract Documents for the completion of the Work contemplated by this Agreement.

4.4 Applications for Payment. Contractor shall furnish to Owner (and, if directed by the Owner, Contractor shall furnish a copy to the Architect) periodic applications for payment in such form as may be approved by the Owner at pre-determined milestones ("Applications for Payment"). Detailed support and explanation for each Application for Payment shall be provided, as required by Owner. Within thirty (30) days after the Contractor has furnished the Owner (and Architect, if required) with a complete and accurate Application for Payment as provided by this Agreement, the Owner shall make payment to the Contractor.

4.5 Right to Withhold Approval. The Owner may refuse to make any payment to the Contractor to the extent that the Owner deems it necessary or desirable to protect itself against loss or damage due to:

4.5.1 defective work not remedied;

4.5.2 third-party claims, notices of intent to lien, liens, notice of lien on funds, stop notices or similar claims, or reasonable evidence indicating probable filing of such claims or liens;

4.5.3 failure of the Contractor to make payments properly to Subcontractors or for labor, material or equipment;

4.5.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

4.5.5 persistent failure to prosecute or carry out the Work, or unsatisfactory supervision of the Work by the Contractor;

4.5.6 damage to the Owner or another Contractor; or

Owner reserves the right to issue joint checks to Contractor and Subcontractors and suppliers as may be necessary to protect Owner's interests. This includes, but is not limited to, issuing joint checks in circumstances where a dispute exists between Owner and Contractor with respect to the value of any partially or fully completed Work.

4.6 Retainage. Owner shall be entitled to retain ten percent (10%) of each payment to Contractor; provided that Owner may, in its sole discretion, release retention as to Subcontractors who have completed their work prior to Substantial Completion. If the Work is progressing on schedule, and without material defects or deficiencies, the Owner may, in its discretion, hold no further retainage on subsequent payments once the Work is fifty percent (50%) complete.

4.7 Final Payment and Final Completion. Final payment shall be due thirty (30) days after the following conditions precedent have been satisfied ("Final Completion"): (a) all Work (including punch list and incomplete items) is complete in accordance with the Contract Documents; and (b) the Contractor has delivered the following to the Owner:

4.7.1 final Application for Payment, executed and completed as required herein;

4.7.2 notarized Final Lien Waiver in the form set forth in **Exhibit B** executed by Contractor and each Subcontractor, Sub-subcontractor, supplier and every other person or entity entitled to assert a lien or claim against the Project furnishing, on an aggregate basis, in excess of \$10,000 worth of labor, materials or services for the Work;

4.7.3 consent of sureties, if any, to final payment;

4.7.4 approval of the Work by the Department of Parks and Recreation of the City of Atlanta, consistent with the terms of the Contract Documents;

4.7.5 submittal of any and all as-built documents, training or operation manuals, manufacturer warranties (2 copies), guarantees, record drawings and any other closeout documents or items required by the Contract Documents in a form reasonably acceptable to Owner; and

The making of final payment shall not constitute a waiver of any claims or rights by Owner.

ARTICLE 5

CONTRACT ADMINISTRATION

5.1 Owner's Representative. The "Owner's Representative(s)" for this Project are set forth below, and the Contractor acknowledges that only such individuals shall be authorized to make any

changes to the Work on behalf of the Owner, as provided in this Agreement. As of the date of this Agreement, the Owner's Representative(s) are [INSERT NAME].

5.2 Project Manager Responsibilities. The Owner may retain a "Project Manager" for the Project to administer this Agreement on behalf of the Owner, in which case the Owner shall notify the Contractor in writing. Such Project Manager may reject Work or require corrections to Work found to be not in accordance with the Contract Documents, but otherwise has no authority to bind the Owner except as specifically set forth in this Agreement. Unless identified as an Owner's Representative in Section 5.1, the Project Manager shall have no authority to obligate the Owner to any adjustment in the Contract Sum or extension of the Contract Time. The Owner and Project Manager will not be responsible for construction and installation means, methods, techniques, sequences or procedures.

5.3 Contractor's Representative. The "Contractor's Representative" is the person designated from time to time by the Contractor as its representative in a notice delivered to the Owner as herein provided. The Contractor's Representative shall be authorized to represent the Contractor in all matters regarding this Agreement and the Project. As of the date of this Agreement, the Contractor's Representative is [INSERT NAME].

5.4 No Oral Waiver. The provisions of this Agreement cannot be amended, modified, or waived except by a written amendment signed by the Owner's Representative(s). The Contractor acknowledges that no one has authority to waive orally, or otherwise release, any duty or obligation arising out of this Agreement. Any waiver, approval or consent granted in writing as provided herein shall not relieve Contractor of the obligation to obtain future waivers, approvals or consents. The parties acknowledge that no course of conduct or dealing between the parties shall serve as a basis for any variation of the requirements of this Agreement, including and in particular the requirements of Article 7.

5.5 Site Conditions And Requirements. The Contractor represents that it has carefully examined and understands all Contract Documents and requirements pertinent to the Work; that it has adequately investigated the nature and conditions of the Project site and locality; that it has familiarized itself with all conditions affecting the difficulty of the Work; and that it has entered into this Agreement based upon its own examination, investigation and evaluation, and not in reliance on any opinions or representations of the Owner. Contractor certifies that it has reviewed, observed and accepted as suitable for its Work the existing surface and subsurface conditions (based on available reports and information) at the Project site. The Contractor shall further review the surfaces provided by others to which its Work is to be applied, and shall notify Owner, prior to the commencement of affected Work, of any conditions detrimental to proper performance of the Work. Otherwise, Contractor shall have accepted the conditions of such surfaces and shall be liable to the Owner for all consequences resulting therefrom.

5.6 Site Agreement. If requested by the Owner, the Contractor will prepare for the Owner's review and the Contractor's use a plan for efficient and effective use of the Project site (taking into account access, parking, staging and storage including lay down space, ongoing operations of the Owner, usage of cranes, etc.). Once approved by the Owner, this plan must be approved by the authority having jurisdiction over the Project (if required). The Contractor will maintain approved staging, storage, and lay down areas in a neat, orderly condition, providing appropriate safeguards, and restoring such areas to their original condition. Security of all materials, equipment and tools, and the risk of loss associated therewith, are the sole responsibility of the Contractor.

ARTICLE 6

PROJECT SCHEDULE AND SUPERVISION

6.1 Project Schedule Contractor shall prepare and maintain a Projected Schedule that reflects its current expectations for the progress and completion of the Work. The Projected Schedule shall include reasonable allowances for anticipated weather and other customary factors, but the Contractor shall not be precluded from revising the schedule as new information, conditions, or circumstances arise. The Projected Schedule is intended as a planning and coordination tool and shall be refined through regular updates as provided in Section 6.2.

6.2 Schedule Updates. With each Application for Payment, Contractor shall provide the Owner with an updated Projected Schedule, along with other reports and updates as reasonably requested by the Owner. The failure to provide updates shall be addressed collaboratively, and only constitute a breach of this Agreement if the Contractor unreasonably refuses to provide updates after written notice. The Projected Schedule and its updates are not Contract Documents and do not, by themselves, modify the Contract Time. Any changes to Contract Time or completion dates must be made through a written Change Order executed by both parties.

6.3 Extensions of Time. If the critical path activities of the Work are delayed by causes beyond the Contractor's reasonable control (including, but not limited to, acts or omissions of the Owner, or their contractors or employees; changes in the Work ordered by the Owner; industry-wide labor disputes; casualties; armed conflict; or other unforeseeable events), then the Contract Time shall be equitably adjusted by Change Order. In the case of Owner-caused delays, the Contractor shall also be entitled to an adjustment in the Contract Sum limited to documented additional field overhead costs directly incurred due to the delay. No indirect, incidental, or consequential damages shall be allowed.

6.4 Adverse Weather Conditions. If adverse weather conditions are the basis for a request for additional time, the Contractor shall provide reasonable documentation showing that such conditions were abnormal for the period, could not have been reasonably anticipated, and had a material adverse impact on the critical path activities of the Work.

6.5 Supervision of Work. The Contractor shall supervise and direct the Work, using its best skill and attention and shall be responsible for the performance of all Subcontractors and suppliers. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all aspects of the Work, including security measures at the Project site with respect to the Work. The Contractor shall be responsible for the acts and omissions of its employees, Subcontractors, suppliers, their agents and employees, and other persons or entities performing any portion of the Work. The Contractor shall employ and furnish a qualified project manager to be on the Project site during progress of the Work. The Owner shall not be responsible for the supervision, coordination or inspection of the Contractor's Work.

6.6 Coordination Among Contractors. Contractor agrees to coordinate its Work with that of the Owner or other contractors which may be retained by the Owner in connection with the Project, so as to avoid interference or conflicts with the others' work and to not delay the Project or other work of the Owner. The Contractor shall participate in the preparation of coordinated drawings in areas of congestion, if requested by the Owner. Should the Contractor cause damage to the work or property of another contractor, or should the Contractor's property or services be damaged, disrupted, delayed or interfered with by such other contractors, then the Contractor shall look solely to the responsible contractor for all damages thereby incurred. In no event shall the Contractor seek to recover from the Owner any costs, expenses or losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor, or as a result of any delay, disruption or interference, caused or allegedly caused, by any separate contractor.

ARTICLE 7 CHANGES AND CLAIMS

7.1 Change Orders. A “Change Order” is a written order to the Contractor signed by the Owner and accepted by the Contractor, issued after execution of the Agreement, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. All such changes and/or adjustments shall only be made by written and executed Change Orders in the form attached as **Exhibit C**, and no alteration of, or addition to, that form shall be permitted, except as authorized by Owner. The Owner's Representative(s) is the only person authorized on behalf of the Owner to issue Change Orders. Contractor shall not be entitled to any reimbursement for additional costs incurred due to any alleged extra or changed work unless a Change Order shall first have been signed and issued by the Owner's Representative.

7.2 Owner May Order Changes in the Work. The Owner, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement, consisting of additions, deletions, or other revisions, and the Contract Sum and/or Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by Change Order or Field Order. Upon receipt of a Change Order or Field Order, the Contractor shall promptly proceed with the change.

Adjustments in Price. With respect to any additions to the Work made by a Change Order, any applicable unit prices shall be applied for purposes of calculating adjustments to the Contract Sum, and those unit prices shall be deemed to include all Contractor mark-ups, including job site and home office overhead, profit, general conditions costs, and any other direct or indirect costs of the changed Work. In the event there is no unit price which corresponds to the change, then the parties shall attempt to mutually agree upon the value of the change.

7.3 Concealed Conditions. Subject to the provisions of Section 5.6, should concealed conditions be encountered in the performance of the Work below the surface of the ground which Contractor would be unable to ascertain upon a reasonable investigation of existing conditions or review of available reports and information, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, be encountered, the Contract Sum shall be equitably adjusted by Change Order, subject to the notice of claim and claim procedures contained in this Agreement.

7.4 Contract Performance. During the pendency of any dispute, claim or proceeding arising out of or related to the Work, the Contractor shall proceed diligently with performance of the Work. The Contractor's failure to diligently pursue and timely perform its Work as required herein shall constitute a material breach of this Agreement.

7.5 Subcontractor/Supplier Lien Claims. The Contractor shall indemnify, hold harmless (including attorney's fees and legal expenses) and defend the Owner and the Owner's landlord, if any, from and against any assertion of lien claims by Subcontractors, Sub-subcontractors, material or equipment suppliers and against any assertion of security interests by suppliers of goods or materials. The Contractor shall bond off or otherwise discharge any lien filed against the Project or asserted against the Owner within ten (10) days of written demand by the Owner, whether or not the Contractor believes the claim is valid. If allowed or required by the state where the Project is located, the Contractor shall file (and post, as applicable) a Notice of Commencement, or similar notice, in accordance with applicable statutes, to protect the Project and Owner against liens. The Contractor shall comply with all notices

requirements in connection therewith, promptly notify the Owner of any notices received from subcontractors or suppliers with respect thereto, and provide copies of such notice to the Owner.

ARTICLE 8

SUBCONTRACTORS

8.1 Subcontractor/Supplier Agreement. All Subcontractor agreements shall be in writing, subject to the Owner's reasonable approval, furnished promptly to the Owner upon request, and require the Subcontractor's Work to be performed in accordance with the requirements of the Contract Documents. The Owner's approval of any proposed Subcontractor creates no representation that they are competent or able to perform the scope of Work, nor does it create contractual privity between the Owner and such Subcontractor. The Contractor agrees that it is fully responsible for the acts and omissions of its Subcontractors, sub-Subcontractors, suppliers and employees and of persons either directly or indirectly employed by them.

ARTICLE 9

QUALITY AND PERFORMANCE OF WORK

9.1 Warranty. Contractor warrants to Owner that all materials and equipment furnished shall be new unless otherwise specified in the Contract Documents, and that all Work and materials furnished under the Contract Documents shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards will be considered defective and shall be remedied by the Contractor, at its sole expense. The Contractor further warrants that upon submittal of an Application for Payment, all Work performed during any prior payment period shall have been paid for, or otherwise satisfied by the Contractor, and the Work is therefore free and clear of liens, claims, security interests or encumbrances in favor of the Contractor or any third party claiming by or through the Contractor. This Section shall not be deemed to limit any warranties otherwise required by the Agreement or available to the Owner. The City of Atlanta shall be entitled to enforce all warranty requirements of this Agreement, as well as the Owner

9.2 Correction of Work. Without limiting the warranties in Section 9.1, or any other warranties under this Agreement or otherwise available to the Owner, the Contractor shall promptly make good, without cost to Owner, any and all defects that appear within a period of one (1) year from the date of Final Completion. If the Contractor fails to correct such Work, the Owner may correct the Work, and the Contractor shall be responsible for any costs incurred by the Owner, including all reasonable attorneys' fees. This warranty obligation is cumulative and shall not serve to exclude or limit other remedies of the Owner under the Agreement or applicable law, or change applicable statutes of limitation.

9.3 Review of Work. Contractor shall develop and implement a system and procedures for reviewing its own Work and the Work of its Subcontractors and suppliers of every tier for defects and deficiencies, including the preparation of quality assurance and quality control documentation in accordance with industry standards and to Owner's satisfaction, to assure that such defects and deficiencies are discovered and corrected.

9.4 Owner's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents (including failing to correct nonconforming work) and fails within seven (7) days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies, including supplementing the forces of the Contractor if the Contractor fails to perform in accordance with the Project Schedule. In such case, an appropriate Change Order or Field Order shall be issued deducting

from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including architectural, and consulting and legal fees required by the circumstances. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner. The rights of the Owner under this Article shall not give rise to any duty on the part of the Owner to exercise such rights for the benefit of the Contractor or any other person or entity.

9.5 Rejected Work. The Contractor shall promptly correct Work rejected by the Owner or any governmental authority, or that does not conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for design services and expenses made necessary thereby.

9.6 Contract Documents. Prior to commencing the Work and throughout the contract performance, the Contractor shall carefully study and compare the Drawings, Specifications and Contract Documents, and shall take field measurements and verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner at once; and the Contractor's failure to verify field measurements and conditions shall not serve as basis for an adjustment in the Contract Sum or Contract Time. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment and other services necessary for the proper execution of the Work, and either required by or properly inferable from the Contract Documents. In the event of any conflict or ambiguity in the Contract Documents, the interpretation yielding the highest degree of care or performance, or the greatest quantity, shall prevail.

9.7 Owner Supplied Materials. Owner may, at its option, supply any of the materials or equipment relating to the Work. Ownership of, and title to, such materials shall remain with Owner. Contractor shall be responsible for the safe storage, care and security of the materials and equipment, and any surplus or unused materials or equipment shall be returned to Owner or disposed of as directed by Owner's Representative. If off-site storage of Owner-furnished materials or equipment is necessary, and has not otherwise been specified in the Contract Documents, and has been approved in writing by the Owner, then the Contractor shall be reimbursed for the reasonable storage costs as a Change Order to this Agreement. Contractor shall verify the quantity and quality of materials supplied by the Owner before installation, and notify the Owner in writing of any defects or deficiencies it may discover.

9.8 Contractor's Use of Premises. Contractor shall comply with all Project logistic requirements set forth in the Contract Documents and any reasonable additional measures imposed by Owner or Owner's project manager, including confining operations at the Project to areas designated by Owner, making accommodations for public use of portions of the Project site, and access to the Project site. Contractor shall not unreasonably encumber the Project site or areas in the vicinity of the Project site with materials, equipment or debris and shall promptly comply with any instructions from Owner to relocate or remove such items at no cost to Owner.

9.8.1 Prior to issuance of Owner's written notice to proceed, the areas of the Project designated for Contractor's use shall be fully vacated by Owner and ready for Contractor's use.

9.8.2 Prior to beginning Work, Contractor shall meet with Owner and relevant government authorities to review and confirm procedures regarding access to and use of the Project site lay-down, staging and storage areas, tree protection, special Project conditions, and any other restrictions regarding the use of the Project areas surrounding the construction.

9.8.3 Where Work is performed on public roads or walks, or other public property or easements is done, all such Work shall conform to applicable rules, regulations, and specifications of the public agencies having jurisdiction. All permits and fees in relation to such off-site Work shall be obtained and paid for by Contractor.

9.8.4 Contractor shall keep all public and private access roads and walks clean and clear of debris caused by this work during the entire term of the Contract. Contractor shall be responsible for the repair of all public and private streets, drives, curbs, walks, and other improvements where disturbed by the Work or related building operations, and for leaving them in as good condition after completion of the Work as before operations started, in accordance with rules, regulations, and specifications of the public agencies having jurisdiction.

9.8.5 Access roads and fire-lanes on and about the Project shall be kept open and free at all times, except for moving traffic, for passage of emergency vehicles.

9.8.6 Contractor shall protect all trees, landscaping, and landscape elements, such as walkways, lighting, etc. adjacent to the Project area, and within the construction Project area that are designated to be protected. Any damage to trees, landscaping, and landscape elements off Owner's property shall be the full responsibility of the Contractor.

9.8.7 Contractor shall adhere to all local noise ordinances, as well as specific requirements of the Owner, and shall endeavor at all times to maintain as low a level of construction noise as practicable in order not to create a disturbance in the vicinity of the Project or adjacent neighborhood.

9.8.8 Contractor shall permit access to the Project site by the City of Atlanta and its Parks and Recreation Department.

9.9 Debris Removal And Clean-Up. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, the Contractor shall remove all its waste materials and rubbish from and about the Project. The Contractor shall maintain streets, sidewalks and temporary means of access or passage around the Project site in a clean and safe condition.

9.10 Site Clean-Up/Noise, Dust & Pollution Control. All Work performed under this Agreement shall comply with all state and local laws, ordinances, and regulatory agencies governing applicable local noise, dust, and pollution control requirements.

9.11 Protection Of Persons And Property.

9.11.1 The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to: (i) employees and all other persons on the Project site; (ii) work materials, furniture, fixtures and equipment to be incorporated therein or to be removed therefrom; and (iii) other property at the site or adjacent thereto, not designated for removal, relocation or replacement.

9.11.2 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs for the Work in accordance with the provisions of OSHA and other relevant local, state and federal codes and regulations, and shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety and security of persons or property. Contractor shall erect and maintain, as required by existing

conditions and progress of the Work, all reasonable safeguards for safety and protection, particularly for any occupied areas of the building or work.

9.11.3 Until final acceptance by Owner, the Contractor shall have full and complete responsibility for the care of, and shall bear all risks of loss from injury or damage to, the Work, including owner-furnished supplies, furniture, fixtures, equipment or other items to be utilized in connection with, or incorporated into, the Work.

9.12 Compliance with Laws/Policies. The Contractor shall comply with all federal, state and local laws, codes, ordinances, rules and regulations applicable to the Work. Contractor also understands and agrees that the Owner's intent is that the Work shall comply with the applicable accessibility requirements of Title III of the Americans With Disabilities Act (42 U.S.C. §12101 et. seq.) and the implementing regulations of the U.S. Department of Justice, (ii) applicable provisions in the 2010 ADA Standards; and (iii) any applicable state or local requirements for accessibility, whether part of an applicable building code or other law.

9.13 Environmental Hazards. If the Contractor encounters materials reasonably believed to be asbestos, lead paint or polychlorinated biphenyl (PCB), or any material deemed hazardous by state or federal regulation, and which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Owner in writing. The Contractor shall take reasonable precautions to prevent or contain the movement, spread or disturbance of such materials and to protect persons and property. The Work in the affected area shall be resumed immediately following the occurrence of any one of the following events:

9.13.1 The Owner causes remedial work to be performed which results in rendering harmless asbestos, lead paint, PCB's, or other hazardous material; or

9.13.2 The Owner and Contractor, by written agreement, decide to resume performance of the Work; or

9.13.3 The Work may safely and lawfully proceed, as determined by an appropriate governmental authority or as evidenced by a written report from a qualified environmental engineer.

The term "rendered harmless" shall mean that levels of asbestos, lead paint or PCB's are less than any applicable exposure standard forth in OSHA Regulations. The Contractor shall comply with the Federal Hazard Communications Standards made applicable to the construction industry, as well as other applicable environmental laws. The Owner shall have no responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor or supplier. Owner shall be responsible for the costs of investigating and remedying any environmental hazard not created or aggravated by the acts or omissions of the Contractor or anyone for whom the Contractor is responsible. The Contractor agrees to indemnify the Owner from claims, damages, losses, costs, and liabilities arising out of or resulting from the presence, uncovering or release of suspected or confirmed hazardous material to the extent caused by the negligence of, or the failure to comply with Contract Documents by, the Contractor or by anyone for whom the Contractor is responsible.

9.14 Record Drawings. At the time of Substantial Completion, the Contractor shall furnish to the Owner redlined record drawings showing the field changes affecting the general construction, mechanical, electrical, plumbing and all other work, and indicating the Work as actually installed. These drawings shall consist of carefully drawn markings on a set of reproducible prints of the contract drawings obtained and paid for by Contractor. The Contractor shall maintain at the Project site one (1) set of contract drawings and indicate thereon each field change as it occurs.

ARTICLE 10
CONTRACT TERMINATION

10.1 Termination for Cause by Contractor. In the event that the Owner shall fail to make any undisputed payment to the Contractor when due, Contractor may, upon ten (10) days prior written notice and after affording the Owner the right to cure any such default, terminate this Agreement, and recover from the Owner compensation for all Work satisfactorily completed up to and including the date of termination, based on the Contract Sum (as adjusted), in complete satisfaction of the Owner's obligations and any liability to the Contractor under this Agreement. Such payment shall include reasonable overhead and fee earned through the date of termination.

10.2 Termination for Cause by Owner. The Owner may terminate this Agreement if the Contractor:

10.2.1 refuses or fails to supply enough properly skilled workers, on-site supervision, or proper materials;

10.2.2 fails to make payment to Subcontractors or suppliers as required by the Agreement or by respective subcontract and supply contracts;

10.2.3 disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction;

10.2.4 fails to commence the Work promptly, adhere to the Project Schedule, or to proceed continuously with the completion of its Work, or cannot provide assurances satisfactory to the Owner of its ability to complete the Work timely and in compliance with the Contract Documents;

10.2.5 breaches any warranty or representation made by the Contractor in connection with the solicitation of, or performance of, this Agreement;

10.2.6 the Contractor assigns or sublets this Agreement, or any portion thereof or the proceeds therefrom, without the Owner's prior written consent; or

10.2.7 otherwise fails to perform any of its obligations under the Contract Documents.

10.3 Termination Procedure.

10.3.1 When any of the above reasons in Section 10.2 exist, the Owner may, without prejudice to any other rights or remedies of the Owner, upon seven (7) days written notice to Contractor, terminate this Agreement. In that event, the Owner may: (a) take possession of the site and of all materials, furniture, fixtures, equipment, tools, and machinery thereon owned by the Contractor; (b) use the same, without liability, in the completion of the Work to the full extent they could be used by the Contractor; (c) incorporate in the Work all materials and equipment stored at the site or paid for by the Owner and stored elsewhere; (d) accept assignment of subcontractors as provided herein; and (e) finish the Work by whatever method the Owner may deem expedient.

10.3.2 When the Owner terminates the Agreement for cause as set forth above, the Contractor shall not be entitled to receive further payment until the Work is finished by Owner, and all damages suffered, or costs incurred, by the Owner have been deducted from the amounts otherwise due the Contractor. In the event of such termination, the Contractor shall immediately turn all Project documents over to the Owner. If the unpaid balance of the Contract Sum is less than the costs of

finishing the Work, including compensation for design services and expenses made necessary thereby, and other damages due to the Owner, the Contractor shall immediately pay Owner the difference. If the unpaid balance of the Contract Sum equals or exceeds such costs of finishing the Work, the difference shall be paid to the Contractor.

10.4 Termination For Convenience. The Owner may terminate this Agreement for its convenience by written notice to the Contractor. In the event of a termination for convenience, the Contractor shall take immediate steps to terminate the Work as quickly and effectively as possible and shall terminate all commitments to third parties, unless otherwise instructed by the Owner. Upon termination, Contractor shall be entitled to be paid the cost of all Work properly performed by Contractor to the date of termination, plus a pro rata portion of the Contractor's Fee earned on account of such Work. The Owner shall have no further liability to the Contractor, including consequential damages, lost profits or other damages arising out of the termination. If, as of the date of such termination, Contractor has properly prepared or fabricated off the site any goods for subsequent incorporation in the Work, and if Contractor delivers such goods to the Project site or to such other place as the Owner shall reasonably direct, Contractor shall be paid for such goods or materials. In the event of such termination, the Contractor shall immediately turn all Project documents over to the Owner. If this Agreement is terminated for cause, and it is subsequently determined that the Owner did not have grounds to terminate for cause, then such termination shall be treated as a termination for convenience under the terms of this Section.

ARTICLE 11 **INSURANCE, BONDS, AND INDEMNITY**

11.1 Insurance. The Contractor shall provide the insurance required by **Exhibit D**.

11.2 Bonds. Performance and Payment Bonds shall be required only when the contract sum exceeds US \$100,000; bond amounts shall equal the Contract Sum, which shall be secured from such sureties, and shall be on such forms, as the Owner may approve prior to commencement of the Work. The bonds shall list the City of Atlanta as a co-obligee on the bonds.

11.3 Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Owner and its parents, affiliates, subsidiaries, officers, directors, members, and employees, and the City of Atlanta (and its elected officials, agents and employees) (the "Indemnitees") from and against any suits, claims, damages, losses, liabilities, judgments, costs, or expenses (including reasonable attorneys' fees and litigation expenses) ("Loss") caused by the Contractor's failure to perform its obligations in accordance with this Agreement. In addition, the Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Indemnitees against any and all Loss to the extent caused, in whole or in part, by the negligent acts or omissions of Contractor, its employees, agents, Subcontractors, Sub-subcontractors, or suppliers, in the Contractor's performance of the Work under this Agreement, provided that such Loss results from bodily injury, sickness, disease or death or damage to property, including loss of use resulting therefrom. Contractor shall defend and indemnify the Indemnitees against any claim of intellectual property infringement to the extent not caused by specific requirements of the Contract Documents. Contractor shall turn the Work over to Owner free and clear of all liens, claims and encumbrances, and shall defend, indemnify and hold harmless Owner from all such liens, claims and encumbrances arising out of the Contractor's performance of the Work. Contractor shall bond off or otherwise discharge any lien or encumbrance filed against the Project within ten (10) days of written demand by Owner, whether or not Contractor believes the claim is valid. This indemnification obligation shall not otherwise be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under insurance, workers' or workman's compensation acts, disability benefit acts or such employee benefit acts.

ARTICLE 12
ADDITIONAL TERMS AND CONDITIONS

12.1 Relationship Of Parties. This Agreement is not intended to, nor does it establish or create, any association, agency, employment, partnership or joint venture between the parties. Contractor is an independent contractor.

12.2 Anti-Assignment Clause. The Contractor shall not assign or sublet this Agreement, or any portion thereof or the proceeds therefrom, without the Owner's prior written consent. The Owner may assign this Agreement to an affiliated or successor entity without consent of the Contractor.

12.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state where the Project is located, excluding its conflicts of law rules.

12.4 Headings. The headings and titles of the Articles and Sections hereof are inserted for convenience only and shall not affect the construction or interpretation of any provision.

12.5 Severability. Should any one or more provisions of this Agreement be found to be invalid, unenforceable or illegal, the remaining provisions shall remain unimpaired, and the invalid, illegal and unenforceable provision shall be replaced by a mutually acceptable provision which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

12.6 Notices. All notices required to be sent hereunder shall be sent by U.S. Mail, overnight courier or facsimile (followed by original sent via U.S. Mail) to the following persons and addresses:

To Owner: [INSERT NOTICE ADDRESS]

To Contractor: [INSERT NOTICE ADDRESS]

12.7 Entire Agreement. The Contract Documents set forth the rights and obligations of the parties and represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified only in writing signed by both the Owner and the Contractor and any amendments or modifications which would result in an increase to the Contract Sum or the Contract Time shall be by Change Order as provided herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first stated above.

OWNER

[INSERT OWNER/ENTITY NAME]

By: _____

Name: _____

Title: _____

CONTRACTOR

[INSERT CONTRACTOR NAME]

By: _____

Name: _____

Title: _____

EXHIBIT A
PRICING PLAN & COST SUMMARY

**EXHIBIT B
LIEN WAIVER**

**WAIVER AND RELEASE OF LIEN AND PAYMENT BOND RIGHTS
UPON FINAL PAYMENT**

OWNER: _____

GENERAL CONTRACTOR: _____

PROJECT NAME: _____

STATE OF GEORGIA
COUNTY OF _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY _____ (NAME OF CONTRACTOR) TO FURNISH _____ [DESCRIBE MATERIALS AND/OR LABOR] FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ [TITLE OF THE PROJECT OR BUILDING] WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____ AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT, AND ATTACH AS EXHIBIT "A"]

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

[SIGNATURE ON FOLLOWING PAGE]

THIS THE ____ DAY OF _____, _____.

FIRM OR COMPANY:

SWORN TO AND SUBSCRIBED
BEFORE ME THIS ____ DAY OF
_____, 20__.

BY: _____

PRINT NAME: _____

ITS: _____

NOTARY PUBLIC

ADDRESS: _____

(NOTARY SEAL)

MY COMMISSION EXPIRES:

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE WAIVED AND RELEASED ANY AND ALL LIENS AND CLAIMS OF LIENS UPON THE FOREGOING DESCRIBED PROPERTY AND ANY RIGHTS REGARDING ANY LABOR OR MATERIAL BOND REGARDING THE SAID PROPERTY TO THE EXTENT (AND ONLY TO THE EXTENT) SET FORTH ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 90 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE AN AFFIDAVIT OF NONPAYMENT PRIOR TO THE EXPIRATION OF SUCH 90 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. 44-14-366.

FINAL PAYMENT AFFIDAVIT

TO: _____ (Owner) PROJECT: _____

(1) The undersigned acknowledges and represents that all persons and entities that have provided labor, material, equipment or services to the undersigned for use or incorporation into the Project have been paid in full, that previous payments to the undersigned have been properly applied to pay all outstanding invoices relating to the Project, and that the undersigned is not aware of any outstanding claims of any character which could give rise to future claims against the Owner, the General Contractor (if this affidavit is signed by a subcontractor or supplier) or the Project or Property.

(2) This Affidavit constitutes a representation by the undersigned that the payment of \$_____, once received, constitutes full and complete payment for all work performed, and all costs or expenses incurred (including, but not limited to, costs for supervision, general conditions costs, home office overhead, interest on capital and profit) relative to the work or improvements at the Project. The undersigned hereby specifically waives and releases any claim for damages due to delay, hindrance, interference, acceleration, inefficiencies or extra work, or any other claim of any kind it may have against the Owner and its lender (if any), the Owner's project and/or development manager (if any), any tenant of the Owner, the General Contractor (if this affidavit is signed by a subcontractor or supplier), and any other person or entity with a legal or equitable interest in the Project or Property.

This ____ day of _____, 20__.

FIRM OR COMPANY:

Sworn to and subscribed
before me this ____ day of _____, 20__.

By: _____

Print Name: _____

Notary Public

Its: _____
(and duly authorized agent of the company)

(NOTARY SEAL)

My Commission Expires:

**EXHIBIT C
CHANGE ORDER**

PROJECT NAME: _____

OWNER: _____

CONTRACTOR: _____

DATE OF AGREEMENT: _____

DATE OF THIS CHANGE ORDER: _____

CHANGE ORDER NUMBER: _____

The Agreement between Owner and Contractor (the "Agreement") is changed as follows (*include a specific and detailed description of the change in the Agreement, including, where applicable, references to relevant sections in the original Agreement, specific pages of the Contract Documents, or relevant sections of the Drawings and Specifications*):

The Contract Time is hereby [increased] [decreased] by the following number of calendar days:

The Contractor hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Time resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

The Contract Sum is hereby [increased] [decreased] by \$ _____.

The Contractor hereby waives and releases any claim it may have against the Owner for any adjustment in the Contract Sum arising out of, or related to, the changes reflected in this Change Order, including, but not limited to, any claim for damages due to delay, disruption, hindrance, impact, interference, inefficiencies or extra work arising out of, resulting from, or related to, the change reflected in this Change Order, except as agreed to above.

Original Contract Sum: _____

Net Change by Previous Change Orders: _____

Contract Sum before this Change Order: _____

[Increase] [Decrease] in this Change Order: _____

Contract Sum, as adjusted by this Change Order: _____

Substantial Completion Date, as adjusted previously: _____

[Increase] [Decrease] in Contract Time: _____

New Substantial Completion Date: _____

Upon execution of this Change Order by Owner and Contractor, the above-referenced change shall become a valid and binding part of the original Agreement without exception or qualification, unless noted in this Change Order. Any language in proposals or other documents attached hereto that conflict with the terms contained herein is null and void.

Owner:

Contractor:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**EXHIBIT D
INSURANCE**

- I. Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the state of Georgia. **Include waiver of subrogation in favor of Park Pride and City of Atlanta.**
- II. Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Park Pride & City of Atlanta to be listed as **additional insured by separate endorsement** (not just certificate holders).
- III. Comprehensive Automobile Liability Insurance covering liability arising out of any auto (owned, hired and non-owned); with a combined single limit of not less than \$1,000,000.

EXHIBIT E
PROJECT SCHEDULE