PROJECT MANUAL

FOR THE

HART COUNTY WASTE TRANSFER STATION

HART COUNTY HARTWELL, GEORGIA

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OWNER HART COUNTY BOARD OF COMMISSIONERS 800 CHANDLER STREET HARTWELL, GA 30643

Prepared by:



Lawrenceville, GA 30046 770-338-8000

Issued Date: Sept. 18, 2025

HART COUNTY SOLID WASTE TRANSFER STATION

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REQUEST FOR PROPOSAL/QUALIFICATIONS

Hart County Board of Commissioners 800 Chandler Street Hartwell, Georgia 30643

Solid Waste Transfer Station

Construction Management at Risk (CMAR) Services Issue Date: September 18, 2025

Hart County is seeking proposals from Construction Management at Risk (CMAR) companies for the construction of the Hart County Solid Waste Transfer Station located at 2318 Hickory Crossing Road, Hartwell, GA 30643.

A mandatory pre-proposal conference is scheduled for **September 25, 2025 at 2:00 p.m.** at the Hart County Solid Waste Transfer Station located at 2318 Hickory Crossing Road, Hartwell, GA 30643. A second **mandatory** pre-proposal conference is scheduled for **October 2, 2025 at 2:00 p.m.** at the Hart County Solid Waste Transfer Station located at 2318 Hickory Crossing Road, Hartwell, GA 30643, if a vendor cannot schedule to attend the first one. Attendance at one of these meetings is **mandatory** and is required to qualify as a respondent. **FAILURE TO ATTEND THE PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF THE PROPOSER.** No new PROPOSERS will be added following the Pre-Proposal Conference.

Sealed proposals will be accepted by Hart County at the Hart County Administrative Building located at 800 Chandler Street, Hartwell GA 30643 until **2:00 PM, October 23, 2025.** Submissions that are hand delivered <u>must</u> be received and initialed by Jean Teasley, Administrative Assistant. Submissions that are mailed in should be sent to: Hart County Board of Commissioners, 800 Chandler Street, Hartwell GA 30643; Attn: Jean Teasley, Administrative Assistant. Proposals received after this time will not be accepted.

On **October 28, 2025** at the Commissioner's meeting, sealed proposals will be publicly opened and the names read aloud at the Hart County Administrative Building.

Each sealed envelope must be marked on the outside as "Solid Waste Transfer Station CMAR Services" and shall include the respondent's name and address. Submit one (1) original and one (1) copy.

Any and all packages received without the aforementioned criteria enclosed, will be returned to PROPOSER.

PROPOSAL SCHEDULE:

| Release Proposal Documents: | Thursday, September 18, 2025 |
|---|---|
| 1st Option Mandatory Pre-Proposal Conference: | Thursday, September 25, 2025 at 2:00 p.m. |
| 2 nd Option Mandatory Pre-Proposal Conference: | Thursday, October 2, 2025 at 2:00 p.m. |
| Deadline for Questions: | Tuesday, October 7, 2025 at 12:00 pm. |
| Deadline for Substitutions: | Tuesday, October 7, 2025 at 12:00 pm. |
| Final Addenda Issued: | Thursday, October 9, 2025 at 2:00 pm. |
| Proposals Due: | Thursday, October 23, 2025 at 2:00 pm. |
| Proposals Opened: | Tuesday, October 28, 2025 at Commission Meeting |

PROJECT SCOPE:

The scope of this Project includes, but is not limited to, site work and construction of the new **Hart County Solid Waste Transfer Station**, consisting of approximately 4,104 sq. ft. This building will be located at 2318 Hickory Crossing Road, Hartwell, GA 30643.

PROPOSERS are required to provide a Qualifications Package and a Lump Sum price plus unit prices for this project.

Electronic (PDF) Proposal Documents may be purchased at the office of Precision Planning, Inc., 400 Pike Boulevard, Lawrenceville, Georgia 30046. Order by emailing your request to kbarker@ppi.us. Cost for electronic (PDF) Proposal Documents is \$50.00 (non-refundable). Checks shall be made payable to Precision Planning, Inc. and mailed to the attention of K. Barker at 400 Pike Boulevard, Lawrenceville, GA 30046.

All questions regarding the meaning or interpretation of the Contract, Contract General Conditions, Specifications, Drawings, Proposal Form, shall be directed via email only to Kbarker@ppi.us no later than the Deadline for Questions Date and Time indicated above.

No oral interpretations or information can be considered as binding; therefore, no telephone or verbal correspondence will be acknowledged. Receipt of Addenda shall be acknowledged in the Proposal Form.

Questions shall not be directed to any employee or department of the Hart County Board of Commissioners.

All final Addenda will be emailed from the Architect's office no later than the Final Addenda Issued date and time indicated above to each PROPOSER.

If it is desired to use equipment or materials of different manufacture or trade names from those specified, application for approval of such equipment or materials must reach the hands of the Architect at least by the date and time indicated above. Application for approval must be accompanied by supporting data clearly proving equality of the proposed substitute to that specified. To be acceptable, a substitute must be equal, or exceed, all requirements of the base specifications, including space limitations. A comparative data schedule shall accompany the submittal. Any changes in the work which might be required to accommodate the proposed substitute shall be clearly shown and described. Should the proposed substitute be approved, any such changes required in other work due to the use of the substitute shall be coordinated and accomplished by the Contractor as part of the Contract at no additional cost to the OWNER.

Approval of substitutes will be made by written addendum, issued to all prospective PROPOSERS, and emailed from the Architect's office no later than the Final Addenda Issued date and time indicated above.

Failure of a proposed product substitution to appear in a written addendum shall mean that the Architect has NOT APPROVED that substitution and that specific substitution may not be incorporated into the project.

The required time of substantial completion is **Two hundred seventy-four (274) consecutive calendar days** from the date of the written Notice to Proceed. The required time of final completion is thirty (30) consecutive calendar days from the date of substantial completion (i.e., all punch list items addressed and all closeout items satisfied).

OWNER requires a bid bond issued by a Surety listed on the Treasury as licensed in the State of Georgia, or a cashier's check in the amount of five percent (5%) of your total bid to be enclosed with your bid at the time of bid opening to be made payable to the OWNER. No other form of security will be acceptable.

SELECTION PROCESS:

All Reponses that meet the qualifications will move forward to be reviewed by the Response Committee. The Proposal Evaluation Response Committee will evaluate proposals using the criteria below. Responses will be evaluated, scored, and ranked.

| Category Points | 100 |
|-------------------------------|-----|
| Experience and Qualifications | 50 |
| Project Pricing | 45 |
| References | 5 |

PROPOSAL EVALUATIONS AND SELECTION PROCESS AND TIMELINE:

Proposals will be reviewed, and one proposal will be selected that, in the opinion of the County, is most advantageous to meeting its needs. Evaluation will include compensation. Hart County reserves the right to reject any and all proposals submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting proposals. The County, at its sole discretion, also reserves the right to waive any informalities or technicalities relative to any or all proposals. Where two or more vendors are deemed equal, the County reserves the right to make the award to one of the vendors. At the County's discretion, presentations may be requested as part of the evaluation process.

INSTRUCTIONS TO BIDDERS/PROPOSERS

AIA Document A701



Instructions to Bidders

for the following Project: (Name, location, and detailed description)

Hart County Waste Transfer Station Hartwell, GA

THE OWNER:

(Name, legal status, address, and other information)

Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643 706-376-2024

THE ARCHITECT:

(Name, legal status, address, and other information)

Precision Planning, Inc. 400 Pike Boulevard Lawrenceville, GA 30046 770-338-8000

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- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
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- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

- § 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.
- § 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.
- § 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.
- § 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- § 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.
- § 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- § 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.
- § 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- § 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents:
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

By Email according to instructions located in the Request for Proposal/Qualifications specification section 00 03 00

§ 3.1.2.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

- § 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.
- § 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

- § 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.
- § 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. (Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

By Email according to instructions located in the Request for Proposal/Qualifications specification section 00 03 00

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

- § 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.
- § 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.
- § 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.
- § 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- § 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.
- § 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

By Email

- § 3.4.2 Addenda will be available where Bidding Documents are on file.
- § 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.
- § 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

- § 4.1 Preparation of Bids
- § 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.
- § 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.
- § 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.
- § 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.
- § 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.
- § 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.
- § 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.
- § 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security: (Insert the form and amount of bid security.)

Refer to instructions in the Request for Proposal/Qualifications spec section 00 03 00

- § 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.
- § 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310TM, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginningdays after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

Refer to instructions in the Request for Proposal/Qualifications spec section 00 03 00

- § 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- § 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.
- § 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- § 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

- § 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.
- § 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.
- § 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

- § 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.
- § 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305TM, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

- § 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:
 - .1 a designation of the Work to be performed with the Bidder's own forces;
 - .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
 - .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- § 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- § 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.
- § 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

- § 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.
- § 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.
- § 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.
- (If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101TM_2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below. (Insert the complete AIA Document number, including year, and Document title.)

AIA Document A133-2019, Standard Form of Agreement Between Owner & CM as Constructor

AIA Document A101TM-2017, Exhibit A, Insurance and Bonds, unless otherwise stated below. (Insert the complete AIA Document number, including year, and Document title.)

AIA Document 133-2019, Exhibit A: GMP Amendment

[]

Title

AIA Document A201TM-2017, General Conditions of the Contract for Construction, unless otherwise stated below. (Insert the complete AIA Document number, including year, and Document title.)

| .4 | Building Information Modeling Exhibit, if completed: | | | |
|----|---|--|---------------------|--------------------------|
| .5 | Drawings | | | |
| | Number | Title | Date | |
| .6 | Specifications | | | |
| | Section Refer to the Table of Content included in these Bid Document | | Date | Pagės |
| .7 | Addenda: | | | |
| | Number | Date | Pages | |
| 8. | Other Exhibits: (Check all boxes that apply and | d include appropriate informatio | on identifying the | exhibit where required.) |
| | [] AIA Document E204 ^x (Insert the date of the | M_2017, Sustainable Projects Ex E204-2017.) | khibit, dated as in | dicated below: |
| | [] The Sustainability Plan | a: | | |

Date

Pages

[X] Supplementary and other Conditions of the Contract:

DocumentTitleDatePages00 08 00Supplementary
ConditionsApril 20251-8

.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

TBD

SUPPLEMENTAL INSTRUCTIONS TO PROPOSERS

1. PREPARATION OF PROPOSAL

Documents required in the Proposal Package:

- A. Section 00 03 00 Proposal Form
- B. Section 00 04 10 Bid Bond (AIA A310)
- C. Section 00 04 20 Proposer's Minimum Qualifications
- D. Section 00 04 62 Contractor Affidavit, O.C.G.A 13-10-91
- E. Section 00 04 80 Non-Collusion Affidavit of Contractor

Each Proposal must be submitted on the prescribed Proposal Form and accompanied by the Bid Bond issued by a Surety listed on the most current Treasury list as licensed in the State of Georgia (or Cashier's Check). All blank spaces for unit price and alternate prices (if any) must be filled in, in ink or typewritten, in both words and figures (in case of discrepancy, the amount shown in words will govern and the sum of the unit prices will govern in the case of a discrepancy in the written extended price), and the foregoing items must be fully completed and executed when submitted. Each proposal must be submitted in a sealed envelope bearing on the outside the name of the Proposer, his address, and the name of the project for which the Proposal is submitted. Prior to proposal opening date and hour, errors may be stricken or revisions may be made and corrections entered on the Proposal Form, provided that any such strike over or revision is signed in ink by the person signing the Proposal or his agent. Any revision made on the outside of the envelope will not be accepted.

2. SCHEDULE OF CONSTRUCTION

- A. Notice of Award is anticipated to be issued after review of proposals by the Owner.
- B. Notice to Proceed shall be issued upon receipt of Contractor's Performance and Payment Bonds
- C. Contractor must commence work no later than ten (10) days after receipt of a Written Notice to Proceed.

3. MATERIALS TESTING

Materials shall be tested according to the procedures outlined in their respective specification sections or as described on the drawings. All costs for Materials Testing and Special Inspections shall be paid for by the **Contractor**.

END OF SECTION 00 01 01

PROPOSAL FORM

Proposer submits the following lump sum/unit prices for the Hart County Solid Waste Transfer Station

| Troposer submits the following fully sum unit prices for the | | | |
|--|--|--|--|
| Proposal submitted by: (hereinafter referred to as "PROPOSER") | | | |
| (Name of Contractor) | | | |
| Hart County Board of Commissioners (hereinafter referred to as "OWNER") 800 Chandler Street Hartwell, GA 30643 | | | |
| Gentlemen: | | | |

The PROPOSER by making a proposal represents that the following have taken place:

- The PROPOSER has read and understands the proposal documents and the proposal is made in accordance therewith.
- The PROPOSER has read and understands the proposal or contract documents to the extent that such documentation
 relates to the work for which the proposal is submitted and to other portions of the project, if any, being proposed
 concurrently or presently under construction.
- The PROPOSER has visited the site, become familiar with conditions of the site under which the work is to be
 performed, and has correlated the PROPOSER'S personal observations with the requirements of the proposed
 contract documents.
- The PROPOSAL is based upon the materials, equipment, and systems required by the proposal documents without exception.
- The PROPOSER has studied and compared the proposal documents with each other and has reported to the planner any errors, inconsistencies, or ambiguities discovered.
- The PROPOSER hereby agrees to commence work under this contract on or before a date to be specified in a
 written "Notice to Proceed" of OWNER and to fully complete the project within the Contractor's stipulated calendar
 days from the date of the written Notice to Proceed.
- The PROPOSER acknowledges receipt of the following addenda:

| ADDENDUM NO. | DATE RECEIVED |
|--------------|---------------|
| | |
| | |
| | |

• The PROPOSER understands that the OWNER reserves the right to reject any or all proposals and to waive any informalities in the proposal process.

| Α. | LUMP SUM PRICE |
|----|--|
| • | The PROPOSER agrees that their proposal shall be binding and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals. |

| (\$ | |) |
|-----|--|-------------------|
| | | (Dollars & Cents) |

B. UNIT PRICES

Unit Prices are provided in accordance with Unit Prices, Section 01 27 00, of the Specifications. The pricing below fully implements the work described.

Schedule of Unit Prices/Allowances:

Unit Prices shall be included for the following items and <u>must</u> be included in the **LUMP SUM PRICE**.

| ITEM | UNIT | COST/UNIT | ALLOWANCE |
|--|----------|-----------|-----------|
| <u>Unit Price No. 1 – Unsuitable Material:</u> Removal and disposal off-site of unsuitable materials. Removal must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. | 1,500 CY | /CY | \$ |
| Note: Contractor shall include 1,500 cubic yards of removal and disposal off-site of unsuitable materials in the base bid price in addition to what is required to achieve design grades. | | | |
| <u>Unit Price No. 2 – Mass Rock</u> : Excavate, haul off-site and dispose of mass rock. Excavation and haul off must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. | 20 CY | /CY | \$ |
| Note: Contractor shall include 20 cubic yards of excavation, haul off-site and disposal of mass rock in the base bid price. | | | |
| <u>Unit Price No. 3 – Trench Rock</u> : Excavate, haul off-site and dispose of trench rock. Excavation and haul off must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. | 10 CY | /CY | \$ |
| Note: Contractor shall include 10 cubic yards of excavation, haul off-site and disposal of trench rock in the base bid price. | | | |
| <u>Unit Price No. 4 – Suitable Soils:</u> Provide suitable soil from off-site and compact in place to replace excavated rock or unsuitable soil. Haul in and compaction must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. | 1,500 CY | /CY | \$ |
| Note: Contractor shall include 1,500 cubic yards of haul in and compacted suitable soils from off-site in the base bid price in addition to what is required to achieve design grades. | | | |

| ITEM | UNIT | COST/UNIT | ALLOWANCE |
|--|----------|-----------|-----------|
| | | | |
| <u>Unit Price No. 5 – #57 Stone</u> : Haul in #57 stone to replace | | | |
| excavated rock or unsuitable soil. Haul in and placement must | 250 TONS | /TON | \$ |
| be approved by, monitored, and quantified by the Owner's | | | |
| Geotechnical Engineer. | | | |
| Notes Contracted 1-11 in 1-1-250 to a 161-11 in 1-1 | | | |
| Note: Contractor shall include 250 tons of haul in and | | | |
| placement of #57 stone in the base bid price in addition to | | | |
| what is shown on the Civil and Architectural Drawings. | | | |

These Unit Prices are submitted as part of the Lump Sum Price: The PROPOSER declares that they understand that the Contract Sum may be <u>decreased</u> at the unit prices listed above. The PROPOSER declares that they understand that the quantities of work shown are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the PROPOSER proposed to do the additional work at the unit prices listed herein; and should the quantities be decreased, the PROPOSER also understands that payment will be made on the basis of actual quantities at the unit price proposal and will make no claim for anticipated profits for any decrease in quantities and that the actual quantities will be determined upon completion of the work; at which time adjustment will be made to the Contract Sum.

D. PROPOSER'S LIST

The PROPOSER acknowledges and confirms that they will use the following **sub-contractor** for the construction of this project:

| 1. SITEWORK/GRADING: | |
|-----------------------------|--------------------------------------|
| | Respectfully Submitted |
| | (Please Print or Type) |
| | By:(Signature) |
| | (Signature) |
| | Title: |
| | Business Address: |
| | |
| | Federal I.D. or Social Security No.: |
| ATTEST: | |
| (Signature) | |
| Name:(Please Print or Type) | |
| (Please Print or Type) | |

NOTE: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

END OF SECTION 00 03 00

BID BOND

AIA Document A310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER-

(Name, legal status and address)
Hart County Board of Commissioners
800 Chandler Street
Hartwell, GA 30643

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any) Hart County Waste Transfer Station Hartwell, GA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

| CONTRACTOR AS PRINCIPAL (Signature) | SURETY (Signature) |
|-------------------------------------|--------------------------|
| (Printed name and title) | (Printed name and title) |
| (Witness) | (Witness) |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

PROPOSER'S MINIMUM QUALIFICATIONS

MINIMUM QUALIFICATIONS:

- A. Submit proof of at least Five (5) successful commercial construction projects completed within the last ten (10) years with a minimum contract value for each project of \$1,000,000.00 and above (at today's dollar value project costs will be escalated at 4% per year from the date of completion) with current references.
- B. Submit proof of at least Two (2) successful projects that were completed for a governmental/publicly funded type entity. (Can be separate projects from above requirement.)
- C. Submit proof of at least Two (2) successful commercial renovation projects or new commercial construction projects that were located at a facility that was occupied and operational during construction (Can be separate projects from above requirement.) This new Waste Transfer Station will be constructed adjacent to the existing Waste Transfer Station that has to stay open and operational during construction. Phasing construction with Owner's operations will be critical on this project.
- D. Submit proof of at least one (1) successful commercial project that had a sitework component and a building component that was completed within the last ten (10) years that was located in Hart County or within 35 miles of the project site. (Can be separate project from above requirement.)

END OF SECTION 00 04 20

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(B)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Hart County Board of Commissioners (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

| Federal Work Authorization User Identification | on Number | | |
|--|-------------------------|-------------|------------|
| Date of Authorization | | | |
| Name of Contractor | | | |
| Name of Project | | | |
| Name of Public Employer | | | |
| I hereby declare under penalty of perjury that | the foregoing is true a | nd correct. | |
| Executed on, 20, in | n | (city), | _ (state). |
| Signature of Authorized Officer or Agent | | | |
| Printed Name and Title of Authorized Officer | r or Agent | | |
| SUBSCRIBED AND SWORN BEFORE ME | E ON THIS THE | _ DAY OF | , 20 |
| NOTARY PUBLIC | | | (SEAL) |
| My Commission Expires: | | | |
| | | | |

END OF SECTION 00 04 62

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

| State | of) | | | | |
|-------|--|---|--|--|--|
| Count | | | | | |
| | | _, being duly sworn, deposes and says that: | | | |
| (1) | He is | (Owner, Partner, Officer, Representative, or Agent) of | | | |
| | Proposal. | , the Proposer that has submitted the attached | | | |
| (2) | He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal. | | | | |
| (3) | Such Proposal is genuine and is not a collusive or sham Proposal. | | | | |
| (4) | or parties in interest, including this affidavit, directly or indirectly with any other Proposer connection with the Contract for which the proposing in connection with such Contract agreement or collusion or communication or the price or prices in the attached Proposal or cost element of the Proposal price or the Proposal price | ters, partners, owners, agents, representatives, employees has in any way colluded, conspired, connived or agreed, r, firm or person to submit a collusive or sham Proposal in attached Proposal has been submitted or to refrain from , or has in any manner, directly or indirectly, sought by conference with any other Proposer, firm or person, to fix or of any other Proposer, or to fix any overhead, profit or oposal price of any other Proposer, or to secure through lawful agreement any advantage against Owner (Local the proposed Contract. | | | |
| (5) | The price or prices quoted in the attached Proposal are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of it agents, representatives, owners, employees, or parties in interest, including this affidavit. | | | | |
| | | Signature Title | | | |
| Subsc | cribed and Sworn to before me this | | | | |
| | | Notary Signature | | | |
| | | My Commission expires: | | | |
| | | (SEAL) | | | |

END OF SECTION 00 04 80

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CM AS CONTRACTOR WHERE THE BASIS OF PAYMENT IS THE COST OF THE WORK PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE

AIA Document A133



Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a

Guaranteed Maximum Price

| AGREEMENT made as of the | day of | in the year Two |
|-----------------------------|----------|-----------------|
| Thousand Twenty-Five | | |
| On words indicate day month | and vent | |

BETWEEN the Owner: (Name, legal status, address, and other information)

Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643 706-376-2024

and the Construction Manager: (Name, legal status, address, and other information)

for the following Project:
(Name, location, and detailed description)

Hart County Waste Transfer Station Hartwell, GA

The Architect: (Name, legal status, address, and other information)

Precision Planning, Inc. 400 Pike Boulevard Lawrenceville, GA 30046 770-338-8000

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 GENERAL PROVISIONS
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- 4 OWNER'S RESPONSIBILITIES
- 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- 7 COST OF THE WORK FOR CONSTRUCTION PHASE
- 8 DISCOUNTS, REBATES, AND REFUNDS
- 9 SUBCONTRACTS AND OTHER AGREEMENTS
- 10 ACCOUNTING RECORDS
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

- § 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6: (Provide total and, if known, a line item breakdown.)
- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

- .2 Construction commencement date:
- .3 Substantial Completion date or dates:
- .4 Other milestone dates:
- § 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below: (Identify any requirements for fast-track scheduling or phased construction.)
- § 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)
- § 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234TM_2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234_2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234_2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.
- § 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2: (List name, address, and other contact information.)

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows: (List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
- .2 Civil Engineer:
- .3 Other, if any:
 (List any other consultants retained by the Owner, such as a Project or Program Manager.)
- § 1.1.11 The Architect's representative: (List name, address, and other contact information.)
- § 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3: (List name, address, and other contact information.)

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

- § 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work: (List any Owner-specific requirements for subcontractor procurement.)
- § 1.1.15 Other Initial Information on which this Agreement is based:
- § 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201TM—2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both

phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

- § 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.
- § 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.
- § 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

- § 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.
- § 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner,

Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

- § 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.
- § 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.
- § 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.
- § 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.
- § 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234TM—2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

- § 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.
- § 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.
- § 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described

- § 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.
- § 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:
 - .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
 - .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
 - .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
 - .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
 - .5 A date by which the Owner must accept the Guaranteed Maximum Price.
- § 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.
- § 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- § 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.
- § 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.
- § 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.
- § 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.
- § 3.3 Construction Phase
- § 3.3.1 General
- § 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.
- § 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any

insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

- § 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.
- § 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its montbly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

- § 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.
- § 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.
- § 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and

contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

- § 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.
- § 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234TM_2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133TM_2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES § 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position

Rate

- § 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.
- § 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for

Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

- § 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.
- § 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

%

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

- § 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:
- § 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:
- § 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

- § 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.
- § 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to

subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

- § 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.
- § 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

- § 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.
- § 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.
- § 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

- § 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.
- § 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.
- § 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

- § 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- § 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.
- § 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

- § 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.
- § 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of

the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

- § 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.
- § 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.
- § 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- § 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.
- § 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

- § 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.
- § 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- § 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.
- § 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.
- § 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.
- § 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.
- § 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.
- § 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.
- § 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

- § 7.6.7 Costs of document reproductions and delivery charges.
- § 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.
- § 7.6.9 Legal, mediation and arbitration costs, including attorueys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.
- § 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.
- § 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

- § 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.
- § 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.
- § 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.
- § 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

- § 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.
- § 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

- § 7.9.1 The Cost of the Work shall not include the items listed below:
 - A Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
 - .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
 - .3 Expenses of the Construction Manager's principal office and offices other than the site office;
 - .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
 - .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital

- employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES § 11.1 Progress Payments

- § 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.
- § 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:
- § 11.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than () days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)
- § 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.
- § 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.
- § 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- § 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.
- § 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.
- § 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- § 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 11.1.7.1 The amount of each progress payment shall first include:
 - .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
 - .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
 - 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
 - .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of

the Work upon its completion.

- § 11.1.7.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
 - .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
 - .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

- § 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.
- § 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.
- § 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.
- § 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

- § 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when
 - .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
 - .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
 - .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.
- § 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.
- § 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.
- § 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.
- § 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.
- § 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:
- § 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if anv.)

%

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

| Ē. |] | Arbitration pursuant to Article 15 of AIA Document A201-2017 |
|-----|---|--|
| [|] | Litigation in a court of competent jurisdiction |
| [:: |] | Other: (Specify) |

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

- § 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.
- § 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.
- § 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.
- § 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:
 - .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
 - Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
 - .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.
- § 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a

condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the ground of or wethod for determining the fee, if any payable to the Construction Manager following as

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

- § 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

- § 14.3.1.1 Commercial General Liability with policy limits of not less than (S) for each occurrence and (\$) in the aggregate for bodily injury and property damage.
- § 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- § 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.
- § 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ 14.3.1.6 Other insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

- § 14.3.1.7 Additional insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or unabrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133TM_2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133TM_2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Other provisions:

.6

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133TM_2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133TM-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133TM_2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201TM_2017, General Conditions of the Contract for Construction
- .5 Building Information Modeling Exhibit, if completed:

| | exhibits: call boxes that apply.) | | | |
|-----|---|----------------------|------|-------------------|
| | AIA Document E234 TM 2019, Sue Edition, dated as indicated below: (Insert the date of the E234-2019) | | _ | er as Constructor |
| | | | | |
| [] | Supplementary and other Condition | ons of the Contract: | | |
| | Document | Title | Date | Pages |
| | | | | |

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA
Document A201—2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample
forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal
requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals,
are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should
be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

| OWNER (Signature) | CONSTRUCTION MANAGER (Signature) |
|--------------------------|----------------------------------|
| (Printed name and title) | (Printed name and title) |

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year, is incorporated into the accompanying AIA Document A133TM—2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")

(In words, indicate day, month, and year.)

for the following PROJECT: (Name and address or location)

Hart County Waste Transfer Station Hartwell, GA

THE OWNER:

(Name, legal status, and address)

Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed (\$), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. Price as defined in Section 3.2.1 of the Agreement. (Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item Price Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item Units and Limitations Price per Unit (\$0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[] The date of execution of this Amendment.

[] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

|] | Not later than () calendar days from the date of commencement of the Work. |
|---|---|
| 1 | By the following date: |

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Documer | nt Title | Date | Pages | | |
|---|----------|-------|-------|--|--|
| § A.3.1.2 The following Specifications: (Either list the Specifications here, or refer to an exhibit attached to this Amendment.) | | | | | |
| Section | Title | Date | Pages | | |
| § A.3.1.3 The following Drawings: (Either list the Drawings here, or refer to an exhibit attached to this Amendment.) | | | | | |
| Number | | Title | Date | | |

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title Date Pages

Other identifying information:

8 A 3 1 5 Allowances, if any, included in the Guaranteed Maximum Price:

 \S A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price: (*Identify each allowance.*)

Item Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based: (Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information: (List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

AIA Document A133 – 2019 Exhibit A. Copyright © 1991, 2003, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 09:28:20 EDT on 09/08/2025 under Subscription No.20250103594 which expires on 02/20/2026, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

| d name and title) |
|-------------------|
| |
| |
| |
| |
| |

SECTION 00 05 30

NOTICE OF AWARD

| TO: | |
|---|------------------------------|
| Project Description | |
| The location of the proposed work is in <u>Hart County, Georgia</u> . The project consists of the follow | ving: |
| <u>BASE BID</u> : (As described in Section 00 00 30 Request for Proposal/Qualifications) | |
| Contractor agrees to commence work on or before a date to be specified in a written "Notice to Prothe Owner of the project. Contractor shall fully complete work within TWO HUNDRED SEVEN (274) consecutive calendar days upon "Notice to Proceed". | |
| Owner has considered the Proposal submitted by you for the above-described Work in response to for Proposal/Qualifications. You are the apparent successful Proposer and shall be awarded the Conabove-described project. You are hereby notified that your Proposal has been accepted for the To Price of | ntract for the otal Contract |
| You are required by the Instructions to Bidders/Proposers (Section 00 01 00) to execute the and furnish one (1) original of the required Certificates of Insurance, Project Schedule, Affidavit, and Non-Collusion Affidavit within ten (10) calendar days from the date of this No | Contractor |
| If you fail to execute said Acknowledgement within ten (10) calendar days from the date of this Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your abandoned and as a forfeiture as may be granted by law. You are required to return an acknowled this Notice of Award to Owner. | Proposal as |
| Dated this day of, 20 | |
| HART COUNTY BOARD OF COMMISSIONERS OWNER BY: SIGNATURE | |
| ACKNOWLEDGEMENT OF NOTICE | |
| Receipt of the above Notice of Award is hereby acknowledged by | |
| this the, 20 | |
| CONTRACTOR BY: SIGNATURE | |
| | |

END OF SECTION 00 05 30

SECTION 00 05 40

NOTICE TO PROCEED

| TO: | |
|---|--|
| | |
| | |
| Project Description | |
| | Georgia . The project consists of that described in Section |
| | rdance with the Agreement dated, 2025, and you are to complete the Work on or before |
| | |
| | HART COUNTY BOARD OF COMMISSIONERS OWNER |
| | BY:Signature |
| | |
| <u>ACKNOWLEDG</u> | EMENT OF NOTICE |
| Receipt of the above Notice to Proceed is hereby ac | knowledged by |
| This day of, 2025. | |
| | CONTRACTOR |
| | BY: |
| | Signature |

END OF SECTION 00 05 40

SECTION 00 06 10

PERFORMANCE BOND/PAYMENT BOND

PART 1 – GENERAL

1.01 PERFORMANCE BOND

A. The contractor is required to execute a Performance Bond in the amount of 100% of the contract sum.

1.02 LABOR AND MATERIAL PAYMENT BOND

A. The contractor is required to execute a Labor and Material Payment Bond in the amount of 100% of the contract sum.

1.03 SUBMITTALS

- A. All bonds included in this section shall be submitted on original AIA Form A312, current edition.
- B. Submit each document in duplicate to the Owner along with accompanying Power of Attorney. Each document must contain original signatures.
- C. Submit all documents within ten (10) days of receipt of the fully executed contract agreement.

PART 2 – PRODUCTS – NOT USED

PART 3 - EXECUTION

3.01 BOND FORMS

A. Bond forms shall be in the name of the Owner, as follows:

Hart County Board of Commissioners

B. Bond forms must be executed for the Surety Company by a person whose name appears on the Power Of Attorney. The Date of the Bond must be the same as the date of the Form of Agreement stipulated in Section 00 05 00.

3.02 SURETY COMPANY

A. The Surety Company must be licensed to do business in the State of Georgia and listed in the Federal Registry, Department of Treasury, Circular 570, current edition. General **Contractor is NOT allowed to write its own bond.**

3.03 CONSENT OF SURETY

- A. Written consent of the Surety Company is to accompany any of the following:
 - 1. Requests for reduction in retainages withheld on the contract.
 - 2. Execution of Change Order Documents.

END OF SECTION 00 06 10

Performance Bond

| CO | MTD | AC1 | OR. |
|----|-----|-----|-----|
| w | NIK | AL. | IUK |

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)
Hart County Board of Commissioners
800 Chandler Street
Hartwell, GA 30643

CONSTRUCTION CONTRACT

Date:
Amount: \$
Description:
(Name and location)
Hart County Waste Transfer Station
Hartwell, GA

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

| Company: | (Corporate seal) | Company: | (Corporate seal) |
|--------------------------|------------------|-----------------|------------------|
| CONTRACTOR A (Signature) | S PRINCIPAL | SURETY (Signati | ure) |
| (Printed name at | nd title) | (Printed name a | nd title) |

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY—Name, address and telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and .2
 - the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the .3 Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default: or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting .2 from the actions or failure to act of the Surety under Section 5; and

2

- liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

3



Payment Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address) Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643

CONSTRUCTION CONTRACT

Date: Amount: \$ Description: (Name and location) Hart County Waste Transfer Station Hartwell, GA

BOND

Date:

(Not earlier than Construction Contract Date)

Modifications to this Bond:

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An Additions and Deletions Report that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

| Company: | (Corporate seal) | Company: | (Corporate seal) |
|--------------------------|------------------|--------------------|------------------|
| CONTRACTOR A (Signature) | S PRINCIPAL | SURETY (Signature) | |
| (Printed name ar | nd title) | (Printed name at | nd title) |

(Any additional signatures appear on the last page of this Payment Bond)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under

this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant;
 - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
 - 3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - 4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
 - .7 the total amount of previous payments received by the Claimant; and
 - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

SECTION 00 07 00

GENERAL CONDITIONS

AIA Document A201

General Conditions of the Contract for Construction

for the following PROJECT: (Name and location or address)

Hart County Waste Transfer Station Hartwell, GA

THE OWNER: (Name, legal status and address)

Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643

THE ARCHITECT: (Name, legal status and address)

Precision Planning, Inc. 400 Pike Boulevard Lawrenceville, GA 30046

TABLE OF ARTICLES

- **GENERAL PROVISIONS**
- OWNER
- CONTRACTOR
- ARCHITECT
- SUBCONTRACTORS
- CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- **CHANGES IN THE WORK**
- TIME
- **PAYMENTS AND COMPLETION**
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 **INSURANCE AND BONDS**
- **UNCOVERING AND CORRECTION OF WORK** 12
- 13 **MISCELLANEOUS PROVISIONS**

ADDITIONS AND DELETIONS:

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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™-2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

- § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service
- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Subsubcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- § 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.
- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 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 and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

- § 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.
- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and onussions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.
- § 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

- § 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- § 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.
- § 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

- § 3.8.2 Unless otherwise provided in the Contract Documents,
 - .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
 - .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.
- § 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

- § 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.
- § 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

- § 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.
- § 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
- § 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

- § 3.12 Shop Drawings, Product Data and Samples
- § 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- § 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- § 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.
- § 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.
- § 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.
- § 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- § 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.
- § 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.
- § 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.
- § 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.
- § 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not nureasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Subsubcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sun and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each snbcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subsubcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the .2 Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.
- § 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

CHANGES IN THE WORK ARTICLE 7

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- The change in the Work; .1
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data .1 to permit evaluation;
- Unit prices stated in the Contract Documents or subsequently agreed upon; .2
- Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or .3 percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.
- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others

whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and startup, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when 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.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.
- § 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes. rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 **INSURANCE AND BONDS**

§ 11.1 Contractor's insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work, Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor; (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for conumencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 **MISCELLANEOUS PROVISIONS**

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

- § 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.
- § 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
 - .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
 - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.
- § 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Suhcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers:
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- that an equitable adjustment is made or denied under another provision of the Contract. .2

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

CLAIMS AND DISPUTES ARTICLE 15

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

- § 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.
- § 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

- § 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- § 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

- § 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.
- § 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

- § 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.
- § 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.
- § 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.
- § 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.
- § 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.
- § 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.
- § 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.
- § 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner

may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

- § 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.
- § 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.
- § 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- § 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- § 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- § 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially

similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 00 08 00

SUPPLEMENTARY CONDITIONS

PART 1 – GENERAL

1.01 GENERAL CONDITIONS

A. The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017, Sixteenth Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. The changes and/or modifications found in these Supplementary Conditions shall supersede and prevail over any contrary or conflicting terms found in the General Conditions.

ARTICLE 1 – GENERAL PROVISIONS

1.1 Basic Definitions

Add the following to Subparagraph 1.1.5:

- "1.1.5 Figured dimensions on drawings shall take precedence over measurements by scale, and detailed working drawings and shop drawings are to take precedence over general drawings and shall be considered as explanatory of them and not as indicating extra work."
- 1.2 Correlation and Intent of the Contact Documents

Add new Subparagraph 1.2.4:

- "1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:
 - A. The Agreement.
 - B. Addenda, with those of later date having precedence over those of earlier date.
 - C. The Supplementary Conditions.
 - D. The General Conditions of the Contract for Construction.
 - E. Drawings and Specifications.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation."

1.4 Interpretation

Add new Subparagraphs 1.4.1 through 1.4.2:

"1.4.1 Whenever in these Contract Documents the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood and agreed that the order, direction, requirement, permission, or allowance of Owner or Architect is intended only to the extent of judging compliance with the terms of these Contract Documents. None of these terms shall imply that Owner or Architect has any authority or responsibility for supervision of Contractor's forces or construction operations, such supervision and the sole responsibility therefore being strictly reserved for Contractor."

"1.4.2 Whenever the term "provided" or provide" is used in Drawings or Contract Documents, it shall mean "provided complete in place", that is, "furnished and installed". Where "as shown", "as indicated", as detailed", or other words of similar import are used, it is understood and agreed that references to Drawings are intended unless otherwise expressly stated."

1.5 Ownership and Use of Drawings, Specifications and Other Instruments of Service

Delete Subparagraphs 1.5.1 in its entirety and substitute the following language:

"1.5.1 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications. The Contractor, Subcontractors, and Subsubcontractors, and material and equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights. Drawings, Specifications, and any and all other Instruments of Service prepared by the Architect shall become and remain the property of the Owner and shall not be used by the Contractor on any other project."

ARTICLE 3 – CONTRACTOR

3.2 Review of Contract Documents and Field Conditions By Contractor

Delete Subparagraphs 3.2.2 in its entirety and substitute the following language:

"3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of Work, as well as the information furnished by the Owner pursuant to Section 2.2.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. The Contractor shall have the continuing duty to read, carefully study, and compare each of the Contract Documents, the Shop Drawings, and the Product Data and shall give written notice to the Architect of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated, and sufficient for construction. However, the Owner makes no representation or warranty of any nature whatsoever to the Contractor concerning such documents. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be reasonably complete, accurate, consistent, and sufficient for construction."

3.7 Permits, Fees, Notices and Compliance with Laws

Delete the reference to 14 days in Subparagraph 3.7.4 and replace with "3 business days".

3.10 Contractor's Construction and Submittal Schedules

Delete Subparagraphs 3.10.1, 3.10.2, and 3.10.3 and their entireties and substitute the following:

"3.10.1 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. Additionally, within fifteen (15) days of commencing the Work, the Contractor shall submit to the Owner and the Architect a separate shop drawing and submittal schedule detailing the schedule for the submission to the Architect of all Shop Drawings, Submittals, Product Data and other similar documents. The schedule shall not exceed time limits under the Contract Documents. Each of the Schedules required herein shall be revised no *less*

frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time-to-time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. The Contractor shall perform the Work in general accordance with the most recent scheduled submitted to the Owner and Architect. The schedules, and all revisions, shall be in such form, and shall contain such detail, as the Owner or the Architect may require. THE PARTIES SPECIFICALLY AGREE THAT ANY FLOAT CONTAINED IN THE SCHEDULES SHALL BELONG TO THE PROJECT AND IN NO EVENT SHALL THE CONTRACTOR MAKE CLAIM FOR ANY ALLEGED DELAY, ACCELERATION, OR EARLY COMPLETION SO LONG AS THE PROJECT IS COMPLETED WITHIN THE CONTRACT TIME. Strict compliance with the requirements of this Paragraph is a condition precedent for payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract."

ARTICLE 7 – CHANGES IN THE WORK

7.1 General

Add new Subparagraph 7.1.4:

"7.1.4 Owner may, at any time, without invalidating Contract or any of terms or conditions of the Contract Documents and without notice to the Sureties, make alternations, deviations, additions to, or omissions from the Drawings and other Contract Documents, including an increase or decrease of the quantity of any item or portion of the Work or omit any item or portion of the Work, as may be deemed by Owner to be necessary or advisable and to require such extra work as may be determined by Owner to be required for proper completion of Work as specified herein."

7.2 Change Orders

Revise Subparagraph 7.2.1 by adding the following after the existing text:

"The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

Add the following Subparagraph 7.2.2 to 7.2:

"7.2.2 In Subparagraph 7.2.1, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- A. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
- B. For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.
- C. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization."

7.3 Construction Change Directives

Add the following Subparagraph 7.3.11 to 7.3:

"7.3.11 In Subparagraph 7.3.7, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- A. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
- B. For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the Subcontractor.
- C. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$1,000.00 be approved without such itemization.

7.4 Minor Changes in the Work

Delete Paragraph 7.4 in its entirety.

ARTICLE 8 – TIME

8.2 Progress and Completion

Add new Subparagraph 8.2.4:

"8.2.4" No work past 5:00 p.m. or work on Saturdays, Sundays, and legal holidays requiring the presence of and/or Owner's Representative will be permitted except in case of emergency and then only to such an extent as is absolutely necessary and with the written permission of Architect. Should Contractor desire to perform overtime work on this Contract, such shall be done only after approval of Architect, and all resultant Project Representative costs must be reimbursed to Owner by Contractor at town cost and expense."

8.3 Delays and Extensions of Time

Add new Subparagraphs 8.3.4, 8.3.5 and 8.3.6:

"8.3.4 Contractor is presumed to have taken all difficulties due to weather conditions into consideration in preparing their proposed Contract Price and in establishing their time for completion of the Work under this Contract. They must be prepared and must take all precautions to protect Work from unfavorable weather and extremes of temperature, whether hot or cold. They shall provide approved facilities for protecting against unfavorable weather at all times, to the entire satisfaction of Architect."

"8.3.5 Completion time will not be extended for normal bad weather. Time for completion as stated in the Contract documents includes an allowance for working days on which work cannot be performed out-of-doors. The term "working day" as used in the Contract Documents shall mean Mondays through Fridays, excluding weekends and legal holidays. For the purpose of this Contract, Contractor agrees that they may expect to lose working days due to weather in accordance with the following table:

| January 7 days | May 10 days | September 7 days |
|-----------------|----------------|------------------|
| February 7 days | June 11 days | October 5 days |
| March 9 days | July 11 days | November 7 days |
| April 8 days | August 10 days | December 8 days |

If the total accumulated number of working days lost to the weather from the start of work until the building is dried in exceeds the total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of working days needed to include the excess number of working days lost. No extension will be made for days of bad weather occurring after the building is dried in. Requested working days lost to the weather shall be submitted for review with the pay request for that month. No changes in the contract sum will be authorized because of adjustment of contract time due to weather."

"8.3.6 Once the Notice to Proceed is issued and the Substantial Completion date is established the architectural construction administration services shall commence. The architect has responsibility to provide basic services until the earlier of the issuance to the Owner of the Final Certificate for Payment or 30 days after the established Substantial Completion date. If the Contractor fails to perform the work as stipulated for contract time in the Owner/Contractor agreement, the contractor shall be responsible to the Owner for payment of architectural additional services on an hourly rate as described in the Owner/Architect agreement."

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Contract Sum

Add to the following at the end of the existing text in Subparagraph 9.1.2:

"In connection with any claim by the Contractor against the Owner for completion in excess of the Contract Price, any liability of the Owner shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor including but not limited to, *loss* of business opportunity; loss of bonding capacity; loss of use; loss of productivity; home office overhead; or other similar consequential losses or damages. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors, unless and until liability of the Contractor has been established therefore in a court of competent jurisdiction."

9.2 Schedule of Values

Delete Subparagraph 9.2 in its entirety and substitute the following:

"9.2 Within ten (10) calendar days of the effective date of this Agreement, the Contractor shall submit to the Owner and to the Architect a Schedule of Values allocating the Contract Sum to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged in writing by the Architect and the Owner."

9.3 Applications for Payment

9.3.1 Add the following sentence to Subparagraph 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

9.6 Progress Payments

Delete Subparagraph 9.6.1 in its entirety and substitute with the following:

"9.6.1 After the Architect has issued a Certificate of Payment, the Owner shall make payment, unless payment is withheld in accordance with this paragraph. in the manner and within the time period provided in the Contract Documents, and shall so notify the Architect Notwithstanding anything to the contrary contained herein, the Owner may at its option, withhold making any payment and shall not be obligated to make any payment to the Contractor hereunder if one or more of the following conditions exist:

- 1. Contractor has failed to perform any of its obligations hereunder or otherwise, or is otherwise in default under any of the Contract Documents;
- 2. Any part of such payment is attributable to Work which is defective or not performed in

- accordance with the Contract Documents; provided, however, that such payment, subject to other provisions of these Contract Documents, shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not defective:
- 3. Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work; or,
- 4. If Owner determines in good faith that the portion of the Contract sum then remaining unpaid will not be sufficient to complete the Work in accordance with the Contract Documents whereupon, at the Owner's sole discretion, no additional payments need be made to the Contractor nor, at the Owner's sole discretion, shall such payments be due the Contractor hereunder, unless and until the Contractor at its sole cost, performs a sufficient additional portion of the Work so that thereafter such portion of the Contract Sum then remaining unpaid is in the good faith judgment of the Owner, sufficient to complete the Work in accordance with the Contract Documents."

Add new Subparagraph 9.6.9 as follows:

"9.6.9 In the event the Owner fails to make any payment required hereunder to Contractor in accordance with the Contract Documents said late payment shall bear interest at the rate of eight percent (8%) per annum. Owner and Contractor expressly agree that the above-stated terms shall take precedence over the provisions of the Georgia Prompt Pay Act, O.C.G.A §13-1-11, et seq., and the parties further agree that said Act shall not be applicable to this Agreement."

9.8 Substantial Completion

Delete Subparagraph 9.8.1 in its entirety and substitute the following:

"9.8.1 Substantial Completion means that stage in the progression of the Work, as approved by the Owner in writing, when the Project is sufficiently complete in accordance with the Contract Documents that the Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by the Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed Substantially Complete, and such partial use or occupancy shall not be evidence of Substantial Completion."

Add new Subparagraph 9.8.6 as follows:

"9.8.6 The Contractor shall pay the Owner the sum of Five Hundred Dollars (\$150.00) per day for each and every calendar day of unexcused delay in achieving Substantial Completion of the Project beyond the date set forth in the Contract Documents for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing the Contract. When the Owner reasonably believes that substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof; for which the Owner has withheld payment, the Owner shall Promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages."

9.10 Final Completion and Final Payment

Add new Subparagraph 9.10.6 as follows:

"9.10.6 If the Contractor fails to achieve Final Completion of the Project within thirty (30) days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of Five Hundred Dollars (\$150.00) per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing the estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Final Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount them believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Final Completion, or: any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages."

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.2 Safety of Persons and Property

Add new Clause 10.2.4.1 to 10.2.4:

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor's Insurance and Bonds

Add new Clauses 11.1.1.1 and 11.1.1.2, 11.1.1.3, and 11.1.1.4:

- 11.1.1.1 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - A. Premises Operations (including X, C and U coverages as applicable).
 - B. Owner's and Contractors' Protective.
 - C. Products and Completed Operations.
 - D. Personal Injury Liability with Employment Exclusion deleted.
 - E. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - F. Owned, non-owned and hired motor vehicles.
 - G. Broad Form Property Damage including Completed Operations.
 - H. Blanket Contractual Liability.
 - I. Fire Legal Liability.
- 11.1.1.2 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add the following Clause 11.1.1.3 and 11.1.1.4:

- 11.1.1.3 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:
 - A. Worker's Compensation:
 - a) State: Statutory
 - b) Applicable Federal (e.g., Longshoremen's):

Statutory

c) Employer's Liability: \$100,000 per Accident \$500,000 Disease, Policy Limit \$100,000 Disease, Each Employee

B. Comprehensive or Commercial General Liability (including Premises-Operations; Owners' and Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):

a) Bodily Injury:

\$500,000 \$2,000,000

b) Property Damage:

\$500,000 \$2,000,000 Each Occurrence Aggregate

Each Occurrence

Aggregate

c) Products and Completed Operations to be maintained for one (1) year after final payment:

\$2,000,000

Aggregate

- d) Property Damage Liability Insurance shall provide X, C and U coverage.
- e) Broad Form Property Damage Coverage shall include Completed Operations.
- C. Contractual Liability:
 - a) Bodily Injury:

\$500,000

Each Occurrence

b) Property Damage:

\$500,000

Each Occurrence

D. Personal Injury, with Employment Exclusion deleted:

\$1,000,000

Aggregate

- E. Business Auto Liability (including owned, non-owned and hired vehicles):
 - a) Bodily Injury:

\$500,000

Each Occurrence

b) Property Damage:

\$500,000

Each Occurrence

- F. If the General Liability coverages are provided by a Commercial Liability policy, the:
 - a) General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
 - b) Fire Damage Limit shall be not less than \$300,000 on any one Fire.
 - c) Medical Expense \$10,000 on any one person.
- G. Umbrella Excess Liability:

\$1,000,000

Each Occurrence

11.1.1.4 Add the following sentence to Subparagraph 11.1.1:

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G715, Certificate of Insurance. If this insurance is written on a Commercial General Liability

policy form, ACORD form 25-S will be acceptable.

Add the following Subparagraphs to 11.1.2:

- 11.1.2.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to 100% of the Contract Sum.
- 11.1.2.2 The Contractor shall deliver the required bonds to the Owner not later than three (3) days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.
- 11.1.2.3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1 Governing Laws

Delete Subparagraph 13.1 in its entirety and substitute the following:

"The Contract shall be governed by the laws of the State of Georgia. Additionally, the Owner and Contractor hereby agree that the proper jurisdiction and venue of any disputes arising from this Agreement shall be the Superior Court of Hart County, State of Georgia."

Add the following new Paragraph 13.6:

13.6 EQUAL OPPORTUNITY

- 13.6.1 The Contractor shall maintain policies of employment as follows:
- 13.6.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- 13.6.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

14.3 Suspension by the Owner for Convenience

Add the following Subparagraph 14.3.3:

"14.3.3 In the case of such suspension for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such suspension, along with reasonable overhead and profit on the Work completed. In the event the employment of the Contractor is suspended for cause and it is subsequently determined by a Court of competent jurisdiction that such suspension was without cause,

such suspension shall thereupon be deemed a suspension for convenience under the terms of this Agreement."

ARTICLE 15 – CLAIMS AND DISPUTES

15.1 Claims

Delete Paragraph 15.1 and its parts, paragraphs, subparts and subparagraphs in their entirety (15.1, 15. 1.1, 15.1.2, 15.1.3, 15.1.4, 15.1.5, 15.1.5.1, 15.1.5.2, 15.1.6 and 15.1.7).

Add new Paragraph 15.1 as follows:

"15.1 All Contractor claims shall be initiated by written notice and claim to the Owner and the Architect. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim. Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract. The resolution of any claim under this Paragraph shall be reflected by a Change Order executed by the Owner, the Architect and the Contractor."

15.2 Initial Decision

Delete Paragraph 15.2 and its parts, paragraphs, subparts and subparagraphs in their entirety (15.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5, 15.2.6, 15.2.6.1, 15.2.7 and 15.2.8).

Add new Paragraph 15.2 as follows:

"15.2 The written notice required hereinabove shall set forth in detail all known facts in support of such Claim and shall cite any applicable provisions of the Contract Documents. Such written notice shall also set forth with specificity all amounts being claimed. Upon discovering an event or condition forming the basis of a Claim for an increase in the Contract Sum or an extension of the Contract Time, the Contractor shall, until the Claim is resolved, commence to maintain separate records evidencing all costs and delays incurred in connection with the event or condition forming the basis of the Claim. The Contractor shall no later than thirty (30) days after the date of submission of the written notice of Claim, shall submit a formal written Claim which shall include at least the following information (1) a concise statement of the occurrence(s) supporting the Claim, dispute or other matter, and the relief sought; (2) identification of the facts giving rise to the Claim, dispute or other matter; (3) the date the Contractor discovered the occurrence(s); (4) a detailed schedule identifying all costs resulting from the Claim, dispute or other matter; (5) documentation supporting the schedule; (6) identification of any impact the Claim, dispute or other matter has on the critical path schedule; and (7) all correspondence, internal memoranda, progress notes, and other documentation relating to the events which form the basis of the Claim, dispute or other matter. The formal Claim shall be verified under oath as to its truthfulness by an officer of the Contractor. The failure to provide a Claim as set forth herein, or the failure to provide such other documents or information requested by the Owner within ten (10) days after written request, shall constitute a waiver of any Claim for additional compensation or time extension related thereto."

15.3 Mediation

Delete Paragraph 15.3 and its parts, paragraphs, subparts and subparagraphs in their entirety (15.3, 15.3.1, 15.3.2, 15.3.3 and 15.3.4).

Add new Paragraph 15.3 as follows:

"15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those, if any, waived herein may be submitted to mediation.

15.3.2 The parties may endeavor to resolve their Claims by mediation. A request for mediation shall be made in writing and delivered to the other party to the Contract. The request may be made concurrently with the filing of legal or equitable proceedings but, in such event, mediation shall proceed in advance of the other proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Hart County, Georgia, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreement in any court having jurisdiction thereof."

15.4 Arbitration

Delete Paragraph 15.4 and its parts, paragraphs, subparts and subparagraphs in their entirety (15.4, 15.4.1, 15.4.2, 15.4.3, 15.4.4, 15.4.4.1, 15.4.4.2, and 15.4.4.3).

Add new Paragraph 15.4 as follows:

"15.4 In the event any claim is not resolved by agreement between the parties, it is agreed that the dispute shall be subject to litigation in the Superior Court of Hart County and said Court shall have exclusive venue and jurisdiction over the suit and the parties."

END OF SECTION 00 08 00

SECTION 00 08 40

ADMINISTRATIVE AND PROCEDURAL ITEMS

PART 1 – GENERAL

1.01 This section of the Contract Documents references the various forms and other documents that will become a part of these Contract Documents during the course of the Work.

PART 2 – MATERIALS

2.01 FORMS AND DOCUMENTS

- A. Application for Payment (AIA G702/G703)
- B. Change Order (AIA G701)
- C. Certificate of Substantial Completion (AIA G704)
- D. Contractor's Affidavit of Payment of Debt and Claims (AIA G706)
- E. Contractor's Affidavit of Release of Liens (AIA G706A)
- F. Consent of Surety to Final Payment (AIA G707)
- G. Consent of Surety to Reduction in or Partial Release of Retainage (AIA G707A)
- H. Proposal Request (AIA G709)

PART 3 - EXECUTION

- 3.01 Engineer/Architect shall provide Contractor with sufficient copies of the above listed forms and/or documents where applicable for submittal by Contractor during course of the Work. (Examples of the listed forms are included in this Section. Contractor may use these and/or photocopies of same for submittal.)
- 3.02 Engineer/Architect shall use these forms for administrative and procedural duties. (Examples of the listed forms are included in this section.)

Application and Certificate for Payment

| TO OWNER: | Hart County Board of Commissione | ers | PROJECT: | Hart County Wast | e Transfer Station | | APPLICATION NO: | 001 | | tribution to: |
|--------------------------|--|--------------|------------|--|--|----------------|---|-------------------|------------------------|---------------|
| | 800 Chandler Street | | | Hartwell, GA | | | | | | WNER:[] |
| | Hartwell, GA 30643 | | | | | | PERIOD TO: | | ARCHI | TECT:[] |
| | | | | | | | CONTRACT FOR: | | CONTRA | ACTOR [] |
| FROM | | | VIA | Precision Planning | g, Inc. | | CONTRACT DATE: | | F | FIELD:[] |
| CONTRACTOR: | | | ARCHITECT: | 400 Pike Boulevan Lawrenceville, GA | | | PROJECT NOS: | A24-084/ | / 0 | THER:[] |
| CONTRAC | CTOR'S APPLICATION FO | OR PAYME | JT | Lawrencevine, Gr | The undersigned Contr | | | | | |
| | made for payment, as shown below, i | | | | belief the Work covere | | | | | |
| | Document G703 ^e , Continuation Shee | | | | Contract Documents, t Certificates for Payme shown herein is now d | nt were issued | | | | |
| 1. ORIGINALCO | ONTRACT SUM | | | 0.00 | | | | | | |
| 2. NET CHANGE | E BY CHANGE ORDERS | | | 0.00 | CONTRACTOR: | | | | | |
| 3. CONTRACT S | SUM TO DATE (Line 1 ± 2) | | | 0.00 | By: | | | Date: | | |
| 4. TOTAL COM | PLETED & STORED TO DATE(Column | n G on G703) | | 0.00 | State of: | | | | - | |
| 5. RETAINAGE: | | • | | | County of: | | | | | |
| a. 0.00% | of Completed Work | | | | | | | | | |
| (Column I | D + E on G703: 0.00) |)= | 0.0 | 0 | Subscribed and sworn | to before | | | | |
| b. 0.00% | of Stored Material | _ | | _ | me this | | day of | | | |
| (Column I | F on G703: 0.00) |)= | 0.0 | 0 | Notary Public: | | | | | |
| Total Retainag | e (Lines 5a + 5b or Total in Column l | I of G703) | | 0.00 | My Commission expir | es: | | | | |
| | | | | | ARCHITECT'S | CERTIFIC | ATE FOR PA | YMENT | | |
| 6. TOTAL EARN | NED LESS RETAINAGE | | | 0.00 | In accordance with the | | | | | |
| (Line 4 Le | ess Line 5 Total) | | | | application, the Archit information and belief | | | | | |
| 7. LESS PREVIO | OUS CERTIFICATES FOR PAYMENT | | | 0.00 | with the Contract Doc | uments, and th | progressed as indicate the Contractor is entited. | led to payment of | of the AMOUNT CF | ERTIFIED. |
| (Line 6 fro | om prior Certificate) | | | | | , | | 1 7 | | |
| 8. CURRENT PA | AYMENT DUE | | | 0.00 | AMOUNT CERTIFIED | | | | | 0.00 |
| 9. BALANCE TO | O FINISH, INCLUDING RETAINAGE | | | | (Attach explanation if Application and on the | | | | | |
| (Line 3 les | ss Line 6) | | 0.0 | 0 | ARCHITECT: | | | | | |
| CHANGE OR | DER SUMMARY | ADDITIONS | DED | OUCTIONS | | | | | | |
| Total changes a Owner | approved in previous months by | 0.00 | | 0.00 | Ву: | | | Date: | | |
| Total approved | this Month | 0.00 | | 0.00 | This Certificate is not | | | | | |
| | TOTALS | 0.00 | | 0.00 | herein. Issuance, paym or Contractor under the | | tance of payment are | e without prejud | ice to any rights of t | ne Owner |
| NET CHANGI | ES by Change Order | | | 0.00 | | | | | | |

Continuation Sheet

AIA Document G702*, Application and Certification for Payment, or G732TM, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

Use Column I on Contracts where variable retainage for line items may apply.

Hart County Waste Transfer Station Hartwell, GA

APPLICATION NO:

APPLICATION DATE:

001

PERIOD TO:

ARCHITECT'S PROJECT NO: A24-084

| A | В | С | D | Е | F | G | | Н | I |
|-------------|---------------------|--------------------|---------------------------------------|-------------|--|---|------------|---------------------------------|------------------------------------|
| | | 7.70 | WORK (| COMPLETED | | | | | |
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D+E) | THIS PERIOD | MATERIALS PRESENTLY STORED (NOT IN D OR E) | TOTAL COMPLETED AND STORED TO DATE (D + E + F) | % (G÷C) | BALANCE TO FINISH (C - G) | RETAINAGE (IF VARIABLE RATE) |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| 10.70 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| \ \ \ \ \ | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | V | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00% | | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | | 0.00 |
| 1 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |
| (X | GRAND TOTAL | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 | 0.00 |

Change Order

PROJECT: (Name and address)
Hart County Waste Transfer Station
Hartwell, GA

OWNER: (Name and address)
Hart County Board of Commissioners
800 Chandler Street
Hartwell, GA 30643

CONTRACT INFORMATION:

Contract For: Date:

ARCHITECT: (Name and address)
Precision Planning, Inc.

400 Pike Boulevard Lawrenceville, GA 30046 **CHANGE ORDER INFORMATION:**

Change Order Number: 001

Date:

CONTRACTOR: (Name and address)

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original Contract Sum was
The net change by previously authorized Change Orders
The Contract Sum prior to this Change Order was
The Contract Sum will be unchanged by this Change Order in the amount of
The new Contract Sum including this Change Order will be

\$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00

The Contract Time will be unchanged by () days. The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

| ARCHITECT (Signature) | CONTRACTOR (Signature) | OWNER (Signature) |
|---|--------------------------|--------------------------|
| (Printed name, title, and license number if required) | (Printed name and title) | (Printed name and title) |
| Date | | |

Certificate of Substantial Completion

OWNER (Signature)

| | <u> </u> | | | | |
|--|--|---|--|--|--|
| PROJECT: (name and address) Hart County Waste Transfer Station Hartwell, GA | | | | | |
| OWNER: (name and address) Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643 | ARCHITECT: (name and address) Precision Planning, Inc. 400 Pike Boulevard Lawrenceville, GA 30046 | CONTRACTOR: (name and address) | | | |
| substantially complete. Substantial Compl sufficiently complete in accordance with t | f the Project or portion designated below is | rk when the Work or designated portion is can occupy or utilize the Work for its intended | | | |
| ARCHITECT (Signature) | (Printed name, title, and license required) | e number if Date Of Substantial Completion | | | |
| warranties required by the Contract Docur (Identify warranties that do not commence WORK TO BE COMPLETED OR CORRECTE | e on the date of Substantial Completion, if a ED d is attached hereto, or transmitted as agree | the date of commencement of applicable any, and indicate their date of commencement.) ed upon by the parties, and identified as follows | | | |
| the Contract Documents. Unless otherwise will be the date of issuance of the final Ce | e agreed to in writing, the date of commence rtificate of Payment or the date of final pays | contractor to complete all Work in accordance we be the ment of warranties for items on the attached light ment, whichever occurs first. The Contractor we ment the above date of Substantial Completion. | | | |
| Cost estimate of Work to be completed or | corrected: \$ | | | | |
| items identified below shall be as follows: | | ities, damage to the Work, insurance, and other | | | |
| The Owner and Contractor hereby accept | the responsibilities assigned to them in this | Certificate of Substantial Completion: | | | |
| | | | | | |
| | | | | | |

(Printed name and title)

Date

Contractor's Affidavit of Payment of Debts and Claims PROJECT:(Name and address) ARCHITECT'S PROJECT NUMBER: OWNER:[Hart County Waste Transfer Station A24-084 ARCHITECT:[Hartwell, GA **CONTRACT FOR:** CONTRACTOR: SURETY: TO OWNER: (Name and address) CONTRACT DATED: OTHER:[] Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643 STATE OF: COUNTY OF: The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered. **EXCEPTIONS:** SUPPORTING DOCUMENTS ATTACHED **CONTRACTOR**:(Name and address) HERETO: 1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose **Indicate Attachment** [] Yes [] No The following supporting documents should **CONTRACTOR'S** Authorized Representative (Signature) be attached hereto if required by the Owner: (Printed name and title) 1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment. Date Subscribed and sworn to before me on this date: 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof. Notary Public: My Commission Expires: 3. Contractor's Affidavit of Release of

Liens (AIA Document G706A).

Contractor's Affidavit of Release of Liens

| PROJECT: (Name and address) Hart County Waste Transfer Station | ARCHITECT'S PROJECT NUMBER : | OWNER: [] |
|---|------------------------------|-----------------|
| Hartwell, GA | CONTRACT FOR: | ARCHITECT: [] |
| TO OMNIED: 27 | CONTRACT DATED. | CONTRACTOR: [] |
| TO OWNER: (Name and address) | CONTRACT DATED: | SURETY:[] |
| Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643 | | OTHER:[] |

STATE OF: COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- 2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: (Name and address)

CONTRACTOR'S Authorized Representative (Signature)

(Printed name and title)

Date

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

Consent of Surety to Final Payment

| PROJECT: (Name and address) | ARCHITECT'S PROJECT NUMBER: | OWNER: [] |
|--|--|-----------------|
| Hart County Waste Transfer Station | A24-084 CONTRACT FOR: | ARCHITECT:[] |
| | | CONTRACTOR: [] |
| Hartwell, GA | CONTRACT DATED: | SURETY:[] |
| | | OTHER:[] |
| TO OWNER: (Name and address) Hart County Board of Commissioners | | |
| 800 Chandler Street | | |
| Hartwell, GA 30643 | | |
| | tract between the Owner and the Contractor as indicated above, the | |
| (Insert name and address of Surety) | | |
| | | |
| | | , SURETY, |
| on bond of (Insert name and address of Contractor) | | |
| | | |
| | | , CONTRACTOR, |
| | Contractor, and agrees that final payment to the Contractor shall | , CONTRACTOR, |
| not relieve the Surety of any of its obligation (Insert name and address of Owner) | s to | |
| Hart County Board of Commissioners | | |
| 800 Chandler Street | | |
| Hartwell, GA 30643 | | , OWNER, |
| as set forth in said Surety's bond. | | , owner, |
| IN WITNESS WHEREOF, the Surety has he | reunto set its hand on this date: | |
| (Insert in writing the month followed by the r | | |
| | | |
| | | |
| | OUDSTV (c) | |
| | SURETY (Signature) | |
| Attest: (Seal): | (Printed name and title) | |
| | | |

Consent of Surety to Reduction in or Partial Release of Retainage

| PROJECT: (Name and address) | ARCHITECT'S PROJECT NUMBER: | OWNER: [] |
|--|--|-----------------|
| Hart County Waste Transfer Station | A24-084 CONTRACT FOR: | ARCHITECT:[] |
| | | CONTRACTOR: [] |
| Hartwell, GA | CONTRACT DATED: | SURETY:[] |
| TO OWNER: (Name and address) Hart County Board of | | other: [†] |
| Commissioners 800 Chandler Street Hartwell, GA 30643 | | |
| In accordance with the provisions of tabove, the (Insert name and address of Surety) | he Contract between the Owner and the Contractor as indicated | |
| | | , SURETY, |
| on bond of (Insert name and address of Contract | or) | , SURLI I, |
| | | , CONTRACTOR, |
| hereby approves the reduction in or pa | artial release of retainage to the Contractor as follows: | |
| The Surety agrees that such reduction the Surety of any of its obligations to (Insert name and address of Owner) | in or partial release of retainage to the Contractor shall not relieve | |
| Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643 | | |
| as set forth in said Surety's bond. | | , OWNER, |
| IN WITNESS WHEREOF, the Surety (Insert in writing the month followed | has hereunto set its hand on this date: by the numeric date and year.) | |
| | | |
| | SURETY (Signature) | |
| Attest: | <u></u> | - |
| (Seal): | (Printed name and title) | |

Proposal Request

| PROJECT: (n | ame ar | id addres | (2 |
|-------------|--------|-----------|---------|
| Hart County | Waste | Transfer | Station |

CONTRACT INFORMATION:

Architect's Project Number: A24-084

Contract For:

Proposal Request Number:

Hartwell, GA

User Notes:

Date:

Proposal Request Date:

OWNER: (name and address)

Hart County Board of Commissioners 800 Chandler Street Hartwell, GA 30643

ARCHITECT: (name and address) Precision Planning, Inc. 400 Pike Boulevard

Lawrenceville, GA 30046

CONTRACTOR: (name and address)

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within (0) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

| RE | QUESTED BY THE ARCHIT | ECT | |
|----|-----------------------|-----|--|
| | | | |
| į | ARCHITECT (Signature) | | |

(Printed name, title, and license number if required)

SECTION 01 01 10

PROJECT PHASING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Work phases.
 - 2. Use of premises.
 - 3. Owner's occupancy requirements.
 - 4. Work restrictions.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities, Controls and Service".
 - 2. Division 2 Section "Selective Demolition".

1.03 WORK PHASES

- A. The Work shall be carried out on a site that will be occupied and operational during construction.
- B. The Work shall be conducted in multiple phases to provide the least possible interference to Owner's operations and activities, provide access to work areas, protect existing site items during construction and to permit an orderly progression and completion of the Work. Each phase shall be complete and approved by Owner prior to beginning the next phase.
 - 1. Phasing locations shall be coordinated with Owner's operations.
 - 2. Temporary fencing shall be used as required for protection of the public and Owner's employees during construction.
- C. Before commencing Work of each phase, submit a detailed schedule showing the sequence, commencement and completion dates for Owner review and approval. Contractor shall not begin work for a particular Phase until they have fully coordinated the schedule with Owner's operation and received approval for such schedule.
- D. Contractor shall fully coordinate all Phases with Owner's continuous occupancy during construction.

1.04 USE OF PREMISES

- A. General: Contractor shall have limited use of the site for construction operations to allow Owner's occupancy and use of site.
- B. Use of Site: Limit use of premises to a particular Phase area. Do not disturb portions of Project site beyond current Phase area.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
 - 2. Maintain safe circulation adjacent to construction site. Provide safety barriers, flagging and signage as required.

- 3. Drives and Entrances: Keep drives and entrances serving premises clear and available to Owner, Owner's employees, emergency vehicles and public at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of drives and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.05 OWNER'S OCCUPANCY REQUIREMENTS

A. Owner Occupancy: Owner will occupy the premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.

1.06 UTILITIES

- A. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than fourteen (14) calendar days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.

1.07 COSTS OF PHASED SCOPE

A. The Contractor shall be aware of the costs associated with multi-phased construction. The costs of delayed phases of construction shall be included in the Contractor proposal. No costs will be considered with regard to Contractor's speculation or projection of costs, necessary precautions shall be taken to perform the work in phases.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 01 10

SECTION 01 02 70

APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
 - 1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
 - Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in Division 1 Section "Submittals."

1.03 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - a. Contractor's Construction Schedule.
 - b. Application for Payment forms, including Continuation Sheets.
 - c. List of subcontractors.
 - d. Schedule of allowances.
 - e. Schedule of alternates.
 - f. List of products.
 - g. List of principal suppliers and fabricators.
 - h. Schedule of submittals.
 - 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than seven (7) days before the date scheduled for submittal of the initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of Work.
 - c. Dollar value.

- 1) Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- 3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
- 4. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed.
 - a. Only items stored on-site will be allowed to bill.
- 6. Provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

1.04 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
 - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: Each progress-payment date is indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment-Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of the Contractor. The Architect will return incomplete applications without action. Corrections shall be made in original form prior to certification.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- E. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 24 hours. All copies shall be complete, including waivers of lien and similar attachments.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application.
- F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- G. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
 - 1. List of subcontractors.

- 2. List of principal suppliers and fabricators.
- 3. Schedule of Values.
- 4. Contractor's Construction Schedule.
- 5. Submittal Schedule.
- 6. List of Contractor's staff assignments.
- 7. List of Contractor's principal consultants.
- 8. Copies of building permits.
- 9. Copies of authorizations and licenses from governing authorities for performance of the Work.
- 10. Initial progress report.
- H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
 - 1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 - 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Startup performance reports.
 - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - h. Final cleaning.
 - i. Application for reduction of retainage and consent of surety.
 - j. Advice on shifting insurance coverages.
 - k. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- I. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Ensure that unsettled claims will be settled.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Removal of surplus materials, rubbish, and similar elements.
 - 8. Change of door locks to Owner's access.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 02 70

SECTION 01 03 50

MODIFICATION PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - Division 1 Section "Submittals" for requirements for the Contractor's Construction Schedule.
 - 2 Division 1 Section "Applications for Payment" for administrative procedures governing Applications for Payment.

1.03 MINOR CHANGES IN THE WORK

A. The Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time.

1.04 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
- 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
- 2. Within 14 days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.
 - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
- B. Contractor-Initiated Proposals: When latent or unforseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
 - 1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Comply with requirements in Section "Product Substitution Proceduress" if the proposed change requires substitution of one product or system for a product or system specified.

C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.05 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Architect may issue a Construction Change Directive. The Construction Change Directive instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. The Construction Change Directive contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.06 CHANGE ORDER PROCEDURES

A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 03 50

SECTION 01 05 10

SPECIAL INSPECTIONS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Division 1 Section 01 45 00 Quality Control Procedures.
- C. Refer to attached Statement of Special Inspections and Schedule of Special Inspections.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for International Building Code Chapter 17 Special Inspection Requirements.
- B. Special Inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- C. Special Inspections Services shall be in accordance with Chapter 17 Structural Tests and Special Inspections of the 2018 International Building Code.

1.03 RESPONSIBILITIES

- A. Contractor: Contractor <u>shall</u> be responsible for engaging, selecting or procuring the Special Inspections Services Agency. Contractor shall be required to coordinate the following items with the Special Inspections Agency:
 - 1. Maintain a certified written report of each test, inspection, and similar quality-control service provided by Special Inspections Agent.
 - 2. Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
- B. Special Inspections Agency: Conducted by a qualified Special Inspections Agent as required by Chapter 17 of the 2018 International Building Code as indicated in Statement of Special Inspections, and as follows:
 - 1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
 - 2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 - 3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor.
 - 4. Submitting a final report of special inspections at Substantial Completion, which includes a list of unresolved deficiencies.
 - 5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 - 6. Retesting and re-inspecting corrected work.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's and Contractor's reference during normal working hours.

3.02 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 05 10

STATEMENT OF SPECIAL INSPECTIONS

| PROJECT: Hart Co | unty Solid Waste Transf | er Station | | | |
|--|--|--|---|---|--|
| LOCATION: 2318 H | lickory Crossing Road, I | lartwell, Georgia 3 | 0643 | | |
| PERMIT APPLICAN | NT: | | | | |
| | RESS: | | | | |
| ARCHITECT OF RE | CORD: <u>Lance Davis, Al</u> | Α | | | |
| STRUCTURAL ENG | SINEER OF RECORD: To | ony D. Fagan, P.E., S | S.E. | | |
| MECHANICAL ENG | SINEER OF RECORD: | | | | |
| ELECTRICAL ENG | INEER OF RECORD: | | | | |
| REGISTERED DES | IGN PROFESSIONAL IN | RESPONSIBLE CH | ARGE: <u>Lance Davis, Al</u> | A | |
| Building Code. It incas well as the identifications. If application wind Resistance. | pecial Inspections is submodudes a Schedule of Specty of the individuals, agency able, it includes Special In | cial Inspection Servic cies, or firms intender aspections for Seism | res applicable to the about to be retained for condiction in the condiction of the condition of the conditio | ve-referenced ucting these | Project |
| Are Special Inspe Inspections? | ections for Seismic Resista | nnce included in the S | Statement of Special | ☐ Yes | ⊠ No |
| | ections for Wind Resistanc | e included in the <i>Sta</i> | tement of Special | ☐ Yes | ⊠ No |
| Building Official and the Design Profession immediate attention shall be brought to t Charge prior to com special inspections a | or(s) shall keep records of to the Registered Design onal and the Building Offic of the Contractor for corrected the attention of the Building pletion of that phase of wo and corrections of any discount the Registered Design Press of the transport of the Registered Design Press of the transport of the Registered Design Press of the Registe | Professional in Respiral prior to the start of ection. If the discrepa of Official and the Report. A Final Report of crepancies noted in the Respondent of t | consible Charge at a freq of work. Discrepancies shancies are not corrected, gistered Design Profession of Special Inspections do the inspections shall be s | uency agreed all be brough the discrepar anal in Respo cumenting red ubmitted to the | d upon by t to the ncies nsible quired |
| Frequency of interim | n report submittals to the R | Registered Design Pr | ofessional in Responsibl | e Charge: | |
| Weekly | X Bi-Weekly | Monthly | Other; specify: | | |
| | ion program does not relie e safety and means and m | | | | |
| Statement of Specia | l Inspections Prepared by | : | Pre | parer's Seal | |
| Type or print name | | | | | |
| Signature | Date | _ | | | |
| Building Official's A | Acceptance: | | | | |
| Signature | | Date | | | |
| Permit Number: | | | | | |
| Frequency of interim | n report submittals to the E | Building Official: | | | |
| Monthly | Bi- Monthly | Upon Comple | etion Other; sp | ecify: | |

ACEC/SEAOG SI GL 01 –19 page A1

| S | CHEDULE OF SPECIA | L INS | SPECTIONS SER | RVICES | |
|--|---|-------|---|--------|----------------|
| PROJECT | HART COUNTY SOLID W | ASTE | TRANSFER STATION | ON | |
| | 0551/105 | 201 | APPLICABLE | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED |
| 1705.1.1 Special Cases (work unusual in nature, including but not limited to alternative materials and systems, unusual design applications, materials and systems with special manufacturer's requirements - add additional rows as needed.) | Submittal review, shop (3) and/or field inspection | | | | |
| Inspection of anchors post- installed in solid grouted masonry: Per research reports including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, masonry unit, grout, masonry compressive strength, anchor embedment and tightening torque | Field inspection | N | Periodic or as required by the research report issued by an approved source | | |
| 2. Aggregate Pier Inspection: The special inspector's responsibilities include, but are not limited to, review of the aggregate pier designer's use of soil parameters as presented in the project soils report, and during construction, verification of aggregate properties, type and number of lifts of aggregate, hole size and depths and top elevations of the pier elements, and applied energy. Additionally, results of qualitative tests on production aggregate pier elements such as modulus load testing, uplift pull-out testing, bottom stabilization tests and dynamic cone penetration tests, shall be reviewed to verify compliance with design specifications. | Field inspection | N | Periodic or as required by the research report issued by an approved source | | |
| Installation of mechanical rebar couplers/splices | Field inspection | Y | | 1 | |
| 4705 0 4 0((0(0 | 4 | | | | |
| 1705.2.1 Structural Steel Cons 1. Fabricator and erector documents | struction | ı | 1 | | |
| (Verify reports and certificates as listed in AISC 360, Section N 3.2 for compliance with construction documents) | Submittal Review | Y | Each submittal | 1 | |
| Material verification of structural steel | Shop (3) and field inspection | Y | Periodic | 1 | |
| Structural steel welding: | | Ė | | | |
| a. Inspection tasks Prior to Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-1) | Shop (3) and field inspection | Y | Observe or Perform as noted (4) | 1 | |
| b. Inspection tasks During Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4 2) | Shop (3) and field inspection | Y | Observe (4) | 1 | |
| c. Inspection tasks After Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4 3) | Shop (3) and field inspection | Y | Observe or Perform as noted (4) | 1 | |
| d. Nondestructive testing (NDT) of welded joints: see Commentary | | | | | |
| Complete penetration groove welds 5/16" or greater in <i>risk</i> category III or IV | Shop (3) or field ultrasonic testing - 100% | N | Periodic | | |

I

| S | SCHEDULE OF SPECIAL INSPECTIONS SERVICES | | | | | |
|---|---|--------|---------------------------------|--------|----------------|--|
| PROJECT | HART COUNTY SOLID W | ASTE | TRANSFER STATIO | ON | | |
| | | | APPLICABLE | | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED | |
| Complete penetration groove welds 5/16" or greater in risk category II | Shop (3) or field ultrasonic testing - 10% of welds minimum | Y | Periodic | 1 | | |
| Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3.1 | Shop (3) or field radiographic or Ultrasonic testing | N | Periodic | | | |
| 4) Fabricator's NDT reports when | Verify reports | Y | Each submittal (5) | | | |
| fabricator performs NDT 4. Structural steel bolting: | Shop (3) and field inspection | ' | Edon Submittal (0) | 1 | | |
| a. Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection, in accordance with QA tasks listed in AISC 360, Table N5.6-1) | , | Y | Observe or Perform as noted (4) | 1 | | |
| b. Inspection tasks During Bolting (Observe the QA tasks listed in AISC 360, Table N5.6-2) | | | Observe (4) | ' | | |
| Pre-tensioned and slip-critical joints | | | | | | |
| a) Turn-of-nut with matching markings | | N | Periodic | | | |
| b) Direct tension indicator | | Y | Periodic | | | |
| c) Twist-off type tension control | | ., | Periodic | | | |
| d) Turn-of-nut without matching markings | | Y N | Continuous | | | |
| e) Calibrated wrench | | N | Continuous | | | |
| 2) Snug-tight joints | | Υ | Periodic | 1 | | |
| c. Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-3) | | Y | Perform (4) | 1 | | |
| Visual inspection of exposed cut surfaces of galvanized structural steel main members and exposed corners of the rectangular HSS for cracks subsequent to galvanizing | Shop (3) or field inspection | Y | Periodic | 1 | | |
| Embedments (Verify diameter, grade, type, length, embedment. See 1705.3 for anchors) | Field inspection | Y | Periodic | 1 | | |
| 7. Verify member locations, braces, stiffeners, and application of joint details at each connection comply with construction documents | Field inspection | Υ | Periodic | 1 | | |
| 1705.2.2 Cold-Formed Steel D | eck | | ı | T | | |
| Manufacturer documents (Verify reports and certificates as listed in SDI QA/QC, Section 2, Paragraphs 2.1 and 2.2 for compliance with construction documents) | Submittal Review | Y | Each submittal | 1 | | |
| Material verification of steel deck, mechanical fasteners and welding materials | Shop (3) and field inspection | Υ | Periodic | 1 | | |
| 3. Cold-formed steel deck placement: | Shop (3) and field inspection | | | | | |
| a. Inspection tasks Prior to Deck Placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.1) | | Y | Perform (4) | 1 | | |
| b. Inspection tasks After Deck Placement (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.2) | | Υ | Perform (4) | 1 | | |
| Cold-formed steel deck welding: a. Inspection tasks Prior to Welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.3) | Shop (3) and field inspection | N | Observe (4) | | | |

| SCHEDULE OF SPECIAL INSPECTIONS SERVICES | | | | | | |
|---|--|----------------------------|---|--------|----------------|--|
| PROJECT | HART COUNTY SOLID WASTE TRANSFER STATION | | | | | |
| | | APPLICABLE TO THIS PROJECT | | | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED | |
| b. Inspection tasks During Welding (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.4) | | N | Observe (4) | | | |
| c. Inspection tasks After Welding (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.5) 5. Cold-formed steel deck | | N | Perform (4) | | | |
| mechanical fastening: a. Inspection tasks Prior to | Shop (3) and field inspection | | | | | |
| Mechanical Fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.6) | | Y | Observe (4) | 1 | | |
| b. Inspection tasks During Mechanical Fastening (Observe the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.7) | | Y | Observe (4) | 1 | | |
| c. Inspection tasks After Mechanical Fastening (Perform the QA tasks listed in SDI QA/QC, Appendix 1 Table 1.8) | | Y | Perform (4) | 1 | | |
| 1705.2.3. Open-Web Steel Jois | sts and Joist Girders | | | | | |
| Installation of open-web steel joists and joist girders. | | N | | | | |
| a. End connections - welding or bolted. | per SJI CJ or SJI 100 | N | Periodic | | | |
| b Bridging - horizontal or diagonal. | | N | | | | |
| 1) Standard bridging. | per SJI CJ or SJI 100 | N | Periodic | | | |
| Bridging that differs from the specifications listed in SJI CJ or SJI 100. | | N | Periodic | | | |
| 1705.2.4. Cold-Formed Steel T | russes Spanning 60 feet o | or Gre | ater | | | |
| Verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package | Field inspection | N | Periodic | | | |
| 1705.3 Concrete Construction | | | | | | |
| Inspection and placement verification of reinforcing steel and prestressing tendons. | Shop (3) and field inspection | Υ | Periodic | 1 | | |
| Reinforcing bar welding: a. Verification of weldability of bars other than ASTM A706. | | N | Periodic | | | |
| b. Inspection of single-pass fillet welds 5/16 or less in size. | | N | Periodic | | | |
| Inspection of all other welds. Inspection of anchors cast in | | N | Continuous | | | |
| concrete. | Shop (3) and field inspection | Υ | Periodic | 1 | | |
| 4. Inspection of anchors post- installed in hardened concrete members per research reports, or, if no specific requirements are provided, requirements shall be provided by the registered design professional and approved by the building official, including verification of anchor type, anchor dimensions, hole dimensions, hole cleaning procedures, anchor spacing, edge distances, concrete minimum thickness, anchor embedment and tightening torque | Field inspection | N | Periodic or as required by the research report issued by an approved source | | | |
| a. Adhesive anchors installed in horizontal or upward-inclined orientation that resist sustained tension loads. | | N | Continuous | | | |
| b. Mechanical and adhesive anchors note defined in 4a. | | N | Periodic | | | |
| 5. Verify use of approved design mix | Shop (3) and field inspection | Y | Periodic | 1 | | |
| , acc or approved design illix | ep (e) and note inspection | Y | . 5115416 | 1 | | |

| S | CHEDULE OF SPECIA | AL INSPECTIONS SERVICES | | | | |
|---|--|-------------------------|-----------------------|--------|----------------|--|
| PROJECT | HART COUNTY SOLID W | WASTE TRANSFER STATION | | | | |
| MATERIAL / ACTIVITY | 255,425 | 37/31 | APPLICABLE | | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED | |
| Prior to placement, fresh concrete sampling, perform slump and air content tests and determine temperature of concrete and perform any other tests as specified in construction documents. | Shop (3) and field inspection | Y | Continuous | 1 | | |
| Inspection of concrete and shotcrete placement for proper application techniques | Shop (3) and field inspection | Y | Continuous | 1 | | |
| Verify maintenance of specified curing temperature and techniques | Shop (3) and field inspection | Υ | Periodic | 1 | | |
| 9. Inspection of prestressed concrete: | Shop (3) and field inspection | N | | | | |
| a. Application of prestressing force | | N | Continuous | | | |
| b. Grouting of bonded prestressing tendons | | N | Continuous | | | |
| Inspect erection of precast concrete members | | N | Periodic | | | |
| 11. Verification of in-situ concrete strength, prior to stressing of tendons in post tensioned concrete and prior to removal of shores and forms from beams and structural slabs | Review field testing and laboratory reports | Z | Periodic | | | |
| 12. Inspection of formwork for shape, lines, location and dimensions | Field inspection | Y | Periodic | 1 | | |
| Concrete strength testing and verification of compliance with construction documents | Field testing and review of laboratory reports | Y | Periodic | 1 | | |
| 1705.4 Masonry Construction | | 1 | | | | |
| MINIMUM VERIFICATION (A) Level 1, 2 and 3 Quality Assuran | - | | | | | |
| Prior to construction, verification of compliance of submittals | Submittal Review | N | Prior to Construction | | | |
| (B) Level 2 & 3 Quality Assurance: 1. Prior to construction verification of f'm and f' _{AAC} except where specifically required by the code | Testing by unit strength method or prism test method | N | Prior to Construction | | | |
| During construction, verification of Slump Flow and Visual Stability Index (VSI) when selfconsolidating grout is delivered to project site. | Testing by unit strength method or prism test method | | Periodic | | | |
| (C) Level 3 Quality Assurance: | | | | | T | |
| During construction, verification of f'm and f' _{AAC} for every 5,000 SF | Testing by unit strength method or prism test method | N | Periodic | | | |
| During construction, verification of proportions of materials as delivered to the project site for premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout. | Field inspection | N | Periodic | | | |
| MINIMUM SPECIAL INSPEC | TION REQUIREMENTS | | | | | |
| (D) Levels 2 and 3 Quality Assurance | | | | | | |
| As masonry construction begins, a. Proportions of the site-prepared mortar | rerify that the following are Field inspection | N | Periodic | | | |
| b. Grade and size of prestressing tendons and anchorages | Field Inspection | N | Periodic | | | |
| c. Grade, type, and size of reinforcement, anchor bolts, and prestressing tendons and anchorages | Field Inspection | N | Periodic | | | |

| SCHEDULE OF SPECIAL INSPECTIONS SERVICES | | | | | | |
|--|-----------------------------|--------|--|--------|----------------|--|
| PROJECT | HART COUNTY SOLID W | ASTE | TRANSFER STATIO | ON | | |
| | | | APPLICABLE | | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED | |
| d. Prestressing technique | Field Inspection | N | Periodic | | | |
| e. Properties of thin-bed mortar | | | Level 2 - Continuous ^(b) | | | |
| for AAC masonry | Field Inspection | N | Level 2 - Periodic ^(c) | | | |
| (b) Required for the first 5,000 square feet (c) Required after the first 5,000 square feet | r iola mopositori | N | Level 3 - Continuous | | | |
| f. Sample panel construction | Field Inspection | N N | Level 2 - Periodic Level 3 - Continuous | | | |
| 2. Prior to grouting, verify that the f | ollowing are in compliance: | ., | Edvor o Gorianadas | | | |
| a. Grout space | Field Inspection | N | Level 2 - Periodic | | | |
| b. Placement of prestressing | Field Inspection | N | Level 3 - Continuous Periodic | | | |
| tendons and anchorages c. Placement of reinforcement, | · | N N | Level 2 - Periodic | | | |
| connectors, and anchor bolts | Field inspection | N | Level 3 - Continuous | | | |
| d. Proportions of site-prepared grout and prestresssing grout for bonded tendons | Field Inspection | N | Periodic | | | |
| 3. Verify compliance of the following | g during construction: | 1 '' | | | | |
| a. Materials and procedures with the approved submittals | Field inspection | N | Periodic | | | |
| b. Placement of masonry units and mortar joint construction | Field Inspection | N | Periodic | | | |
| c. Size and location of structural members | Field inspection | N | Periodic | | | |
| d. Type, size, location of anchors, | | N | Level 2 - Periodic | | | |
| including other details of anchorage of masonry to structural members, frames, or other construction | Field inspection | N | Level 3 - Continuous | | | |
| e. Welding of reinforcement | Field inspection | N | Continuous | | | |
| f. Preparation, construction, and protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F) | Field inspection | N | Periodic | | | |
| g. Application and measurement of prestressing force | Field testing | N | Continuous | | | |
| h. Placement of grout and prestressing grout for bonded tendons is in compliance | Field inspection | N | Continuous | | | |
| Placement of AAC masonry units and construction of thin-bed mortar joints | Field inspection | N | Level 2 - Continuous ^(b) Level 2 - Periodic ^(c) | | | |
| (b) Required for the first 5,000 square feet (c) Required after the first 5,000 square feet | | N | Level 3 - Continuous | | | |
| Observe preparation of grout specimens, mortar specimens, | Field inspection | Υ | Level 2 - Periodic | | | |
| and/or prisms | Field inspection | N | Level 3 - Continuous | | | |
| 1705.5 Wood Construction | | | | | | |
| For prefabricated wood structural elements, inspection of the fabrication process and assemblies in accordance with Section 1704.2.5. | In-plant review (3) | N | Periodic | | | |
| For high-load diaphragms, verify grade and thickness of structural panel sheathing agree with approved building plans. | Field inspection | N | Periodic | | | |

| SCHEDULE OF SPECIAL INSPECTIONS SERVICES | | | | | |
|--|----------------------------|-----|----------|--------|----------------|
| PROJECT HART COUNTY SOLID WASTE TRANSFER STATION | | | | | |
| | APPLICABLE TO THIS PROJECT | | | | ROJECT |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED |
| 3. For high-load diaphragms, verify nominal size of framing members at adjoining panel edges, nail or staple diameter and length, number of fastener lines, and that spacing between fasteners in each line and at edge margins agree with approved building plans | Field inspection | N | Periodic | | |

| SCHEDULE OF SPECIAL INSPECTIONS SERVICES | | | | | | |
|---|--------------------|-----|---|--------|----------------|--|
| PROJECT HART COUNTY SOLID WASTE TRANSFER STATION | | | | | | |
| | | | APPLICABLE | | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED | |
| Metal-plate-connected wood trusses: | | N | | | | |
| a. Verification that permanent individual truss member restraint/bracing has been installed in accordance with the approved truss submittal package when the truss height is greater than or equal to 60". | Field inspection | N | Periodic | | | |
| b. For trusses spanning 60 feet or greater: verify temporary and permanent restraint/bracing are installed in accordance with the approved truss submittal package | Field inspection | N | Periodic | | | |
| Verify materials below shallow foundations are adequate to achieve the design bearing capacity. | Field inspection | Y | Periodic | 1 | | |
| Verify excavations are extended to proper depth and have reached proper material. | Field inspection | Y | Periodic | 1 | | |
| Perform classification and testing of compacted fill materials. | Field inspection | Υ | Periodic | 1 | | |
| Verify use of proper materials, densities, and lift thicknesses during placement and compaction of controlled fill | Field inspection | Y | Continuous | 1 | | |
| 5. Prior to placement of controlled fill, inspect subgrade and verify that site has been prepared properly | Field inspection | Y | Periodic | 1 | | |
| 1705.7 Driven Deep Foundatio | ns | | | | | |
| Verify element materials, sizes and lengths comply with requirements | Field inspection | N | Continuous | | | |
| Determine capacities of test elements and conduct additional load tests, as required | Field inspection | N | Continuous | | | |
| Inspect driving operations and maintain complete and accurate records for each element | Field inspection | N | Continuous | | | |
| Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element | Field inspection | N | Continuous | | | |
| 5. For steel elements, perform additional inspections per Section 1705.2 | See Section 1705.2 | N | See Section 1705.2 | | | |
| For concrete elements and concrete-filled elements, perform tests and additional inspections per Section 1705.3 | See Section 1705.3 | N | See Section 1705.3 | | | |
| For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge | Field inspection | N | In accordance with construction documents | | | |

| SCHEDULE OF SPECIAL INSPECTIONS SERVICES PROJECT HART COUNTY SOLID WASTE TRANSFER STATION | | | | | |
|---|-------------------------------|--------------|--------------------|---------|-------------------------|
| PROJECT | APPLICABLE TO THIS PROJECT | | | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED |
| 1705.8 Cast-in-Place Deep For | | | | 7102111 | 27112 0 0 1111 22 12 22 |
| 1.Inspect drilling operations and | | | | | |
| maintain complete and accurate | Field inspection | | Continuous | | |
| records for each element | | N | | | |
| Verify placement locations and plumbness, confirm element | | | | | |
| diameters, bell diameters (if | | | | | |
| applicable), lengths, embedment into | Field inspection | | Continuous | | |
| bedrock (if applicable) and adequate end-bearing strata capacity. Record | | | | | |
| concrete or grout volumes | | ١., | | | |
| 3. For concrete elements, perform | | N | | | |
| tests and additional inspections in | See Section 1705.3 | | See Section 1705.3 | | |
| accordance with Section 1705.3 | | N | | | |
| 1705.9 Helical Pile Foundation | S | | T | 1 | T |
| Verify installation equipment, pile dimensions, tip elevations, final | | | | | |
| depth, final installation torque and | Field inspection | | Continuous | | |
| other installation data as required by | | ١ | | | |
| construction documents. | | N | | | |
| 1705.10 Fabricated items | T | I | As noted in each | 1 | T |
| List of fabricated items requiring | Shop inspection | | applicable shop | | |
| special inspection during fabrication: | | N | activity | | |
| | | | | | |
| 2. List of fabricated items to be | | | | | |
| fabricated on the premises of a | | | | | |
| fabricator approved to perform such | | | | | |
| work without special inspection (including name of approved agency | | | | | |
| providing periodic auditing): | | N | | | |
| | | | | | |
| 1705.11.1 Structural Wood Sp | | d Pasi | etance | | |
| 1. Inspection of field gluing | | l Nesi | Starice | | |
| operations of elements of the main | Field inspection | | Continuous | | |
| windforce-resisting system | | N | | | |
| 2. Inspection of nailing, bolting, | | | | | |
| anchoring and other fastening of | | | | | |
| components within the main windforce-resisting system, including | Shop (3) and field inspection | | Periodic | | |
| wood shear walls, wood diaphragms, | | | | | |
| drag struts, braces and hold-downs. | | N | | | |
| 1705.11.2 Cold-formed Steel S | pecial Inspections For Wi | ind Re | sistance | • | |
| 1.Inspection during welding | 01 (0) 15 111 | | D : " | | |
| operations of elements of the main windforce-resisting system | Shop (3) and field inspection | N | Periodic | | |
| Inspection of screw attachment, | | IN | | | |
| bolting, anchoring and other fastening | | | | | |
| of components within the main | Chan (2) 5 - 4 5 - 1 4 ' '' | | Dested | | |
| windforce-resisting system, including shear walls, braces, diaphragms, | Shop (3) and field inspection | | Periodic | | |
| collectors (drag struts) and hold- | | | | | |
| downs. | | N | | | |
| 1705.11.3 Wind-resisting Com | ponents | ı | T | 1 | T |
| Roof covering, roof deck and roof framing connections. | Shop (3) and field inspection | N | Periodic | | |
| | | T i | | | |
| Exterior wall covering and wall | | | | 1 | Ì |
| Exterior wall covering and wall connections to roof and floor | Shop (3) and field inspection | , i | Periodic | | |
| Exterior wall covering and wall connections to roof and floor diaphragms. | , | N nic Res | | | |
| Exterior wall covering and wall connections to roof and floor | , | | | | |

| SCHEDULE OF SPECIAL INSPECTIONS SERVICES | | | | | |
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| PROJECT HART COUNTY SOLID WASTE TRANSFER STATION | | | | | |
| | APPLICABLE TO THIS PROJECT | | | | |
| MATERIAL / ACTIVITY | SERVICE Y/N EXTENT AGENT* DATE COMPLETED | | | | |
| Structural steel elements in SDC B, C, D, E, or F other than those in Item 1. including struts, collectors, chords and foundation elements. | Shop (3) and field inspection | N | In accordance with AISC 341 | | |

| SCHEDULE OF SPECIAL INSPECTIONS SERVICES | | | | | | | |
|---|-------------------------------|---------|----------------------|-------------|----------------|--|--|
| PROJECT | HART COUNTY SOLID W | ASTE | TRANSFER STATION | ON | | | |
| | | | APPLICABLE | TO THIS P | ROJECT | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED | | |
| 1705.12.2 Structural Wood Special Inspections for Seismic Resistance | | | | | | | |
| Field gluing operations of elements of the seismic-force resisting system for SDC C, D, E or F. | Field inspection | N | Continuous | | | | |
| 2. Nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system including wood shear walls, wood diaphragms, drag struts, shear panels and hold-downs for SDC C, D, E or F. | Shop (3) and field inspection | N | Periodic | | | | |
| 1705.12.3 Cold-formed Steel L | ignt-Frame Construction | Specia | ii inspections for S | eismic Resi | stance | | |
| During welding operations of elements of the seismic-force- resisting system for SDC C, D, E or F. | Shop (3) and field inspection | N | Periodic | | | | |
| 2. Screw attachment, bolting, anchoring and other fastening of components within the seismic-forceresisting system including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs for SDC C, D, E or F. | Shop (3) and field inspection | N | Periodic | | | | |
| 1705.12.4 Designated Seismic | Systems Verification Spe | cial In | spections for Seisi | mic Resista | nce | | |
| For SDC C, D, E or F, inspect and verify that that the component label, anchorage or mounting conforms to the certificate of compliance in accordance with ASCE 7 Section 13.2.2. | Field inspection | N | Periodic | | | | |
| 1705.12.5 Architectural Compo | onents Special Inspections | s for S | eismic Resistance | | | | |
| For SDC D, E or F, inspection during the erection and fastening of exterior cladding and interior or exterior veneer more than 30 feet above grade or walking surface and weighing more than 5 psf. | Field inspection | N | Periodic | | | | |
| For SDC D, E or F, inspection during the erection and fastening of interior nonbearing walls more than 30 feet above grade or walking surface and weighing more than 15 psf. | Field inspection | N | Periodic | | | | |
| 3. For SDC D, E or F, inspection during the erection and fastening of exterior nonbearing walls more than 30 feet above grade or walking surface. | | N | | | | | |
| 4. For SDC D, E or F, inspection during anchorage of access floors | Field inspection | N | Periodic | | | | |
| 1705.12.6 Plumbing, Mechanic | al and Electrical Compon | ents S | pecial Inspections | for Seismic | Resistance | | |
| Inspection during the anchorage of electrical equipment for emergency or standby power systems in SDC C, D, E or F | Field inspection | N | Periodic | - | | | |
| Inspection during the anchorage of other electrical equipment in SDC E or F | Field inspection | N | Periodic | | | | |
| 3. Inspection during installation and anchorage of piping systems designed to carry hazardous materials, and their associated mechanical units in SDC C, D, E or F | Field inspection | N | Periodic | | | | |

| SCHEDULE OF SPECIAL INSPECTIONS SERVICES | | | | | |
|--|---------------------------|----------------------------|----------|--------|----------------|
| PROJECT HART COUNTY SOLID WASTE TRANSFER STATION | | | | | |
| | | APPLICABLE TO THIS PROJECT | | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED |
| Inspection during the installation and anchorage of HVAC ductwork designed to contain hazardous materials in SDC C, D, E or F | Field inspection | N | Periodic | | |
| Inspection during the installation and anchorage of vibration isolation systems in SDC C, D, E or F where nominal clearance of 1/4 inch or less is required by the approved construction documents | Field inspection | N | Periodic | | |
| 6. Inspection during installation of mechanical and electrical equipment, including duct work, piping systems and their structural supports, where automatic fire sprinkler systems are installed in structures assigned to SDC C, D, E, or F to verify one of the following unless flexible sprinkler hose fittings are used: | | N | | | |
| ASCE/SEI 7, Section 13.2.3 minimum required clearances have been provided. | Field inspection | N | Periodic | | |
| b. A three inch or greater nominal clearance has been provided between fire protection sprinkler system drops and sprigs and: structural members not used collectively or independently to support the sprinklers; equipment attached to the building structure; and other systems' piping. | Field inspection | N | Periodic | | |
| 1705.12.7 Storage Racks Spec | ial Inspections for Seism | ic Resi | stance | | |
| Inspection during the anchorage of storage racks 8 feet or greater in height in structures assigned to SDC D, E or F. | Field inspection | N | Periodic | | |
| 1705.12.8 Seismic Isolation Sy | rstems | | | | |
| Inspection during the fabrication and installation of isolator units and energy dissipation devices used as part of the seismic isolation system in structures assigned to SDC B, C, D, E or F. | Shop and field inspection | N | Periodic | | |
| 1705.12.9 Cold-formed Steel S | Special Bolted Moment Fra | ames | | | |
| Inspection of installation of cold- formed steel special bolted moment frames in the seismic force-resisting systems in structures assigned to SDC D, E or F. | Field inspection | N | Periodic | | |
| 1705.13.1 Structural Steel Testing for Seismic Resistance | | | | | |
| Nondestructive testing of structural steel in the seismic force-resisting systems in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F. | Field test | N | Periodic | | |
| 2. Nondestructive testing of structural steel elements in the seismic forceresisting systems not covered in 1 above including struts, collectors, chords and foundation elements in accordance with AISC 341 in structures assigned to SDC B, C, D, E or F. | Field test | N | Periodic | | |

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| SCHEDULE OF SPECIAL INSPECTIONS SERVICES | | | | | |
|---|---|-----------|---------------------------------|------------------|-------------------|
| PROJECT HART COUNTY SOLID WASTE TRANSFER STATION | | | | | |
| | | | APPLICABLE TO THIS PROJECT | | |
| MATERIAL / ACTIVITY | SERVICE | Y/N | EXTENT | AGENT* | DATE COMPLETED |
| 1705.13.2 Seismic Certification | n of Nonstructural Compo | nents | | • | |
| Review certificate of compliance for | | | | | |
| designated seismic system | Certificate of compliance | | Each submittal | | |
| components in structures assigned to SDC B, C, D, E or F. | review | N | | | |
| 1705.13.3 Seismic Certification | n of Designated Seismic S | | 16 | | |
| Review certificate of compliance for | TO Designated Science S |) y 3.0 | | | |
| designated seismic system | Certificate of compliance | | Fb submitted | | |
| components in structures assigned to | | ., | Each submittal | | |
| SDC C, D, E or F | <u> </u> | N | | | |
| 1705.13.4 Seismic Isolation Sy | /stems | | T | I | |
| Test seismic isolation system in accordance with ASCE 7 Section | | | | | |
| 17.8 in structures assigned to SDC B, | Prototype testing | | Per ASCE 7 | | |
| C, D, E or F. | | N | | | |
| 1705.14 Sprayed Fire-resistan | t Materials | | • | | |
| Verify surface condition | Field inspection | | Periodic | | |
| preparation of structural members | i ioid illopootion | N | 1 0110410 | | |
| Verify minimum thickness of sprayed fire-resistant materials | Field inspection | | Periodic | | |
| applied to structural members | Field inspection | N | Periodic | | |
| Verify density of the sprayed fire- | | | Day IDC Section | | |
| resistant material complies with | Field inspection and testing | | Per IBC Section 1705.14.5 | | |
| approved fire-resistant design | | N | 1700.11.0 | | |
| 4. Verify the cohesive/adhesive bond strength of the cured sprayed fire- | Field inspection and testing | | Per IBC Section | | |
| resistant material | Field Illopeodoli and testing | N | 1705.14.6 | | |
| Condition of finished application | Field inspection | N | Periodic | | |
| 1705.15 Mastic and Intumesce | nt Fire-Resistant Coatings | s | | | |
| Inspect and test mastic and | | | | | |
| intumescent fire-resistant coatings | Field inspection and testing | | Periodic | | |
| applied to structural elements and decks per AWCl 12-B | - | N | | | |
| 1705.16 Exterior Insulation and | d Finish Systems (EIFS) | | | | |
| Inspection of water-resistive barrier | | | | | |
| over sheathing substrate | Field inspection | N | Periodic | | |
| 1705.17 Fire-Resistant Penetra | ations and Joints | | | | |
| Inspect penetration firestop | Field testing | N N | Per ASTM E2174 | | |
| 2. Inspect fire-resistant joint systems 1705.18 Smoke Control System | Field testing | IN | Per ASTM E2393 | | |
| Leakage testing and recording of | 1 | | | I | |
| device locations prior to | Field testing | | Periodic | | |
| concealment | | N | | | |
| Prior to occupancy and after | | | | | |
| sufficient completion, pressure | Field testing | | Periodic | | |
| difference testing, flow measurements, and detection and | Field testing | | Periodic | | |
| control verification | | N | | | |
| * INSPECTION AGENTS | | | | | |
| FIRM | | | ADDRESS | | TELEPHONE NO. |
| TO BE DETERMINED BY OWNE 2. | <u>-</u> R | | | | |
| 3. | | | | | |
| 4. | | | | | |
| Notes: 1. The inspection and testing agent(s) sh | nall be engaged by the Owner or the Owner | er's Agen | t, and not by the Contractor of | Subcontractor wh | ose work is to be |
| inspected or tested. Any conflict of interest must be disclosed to the Building Official prior to commencing work. The qualifications of the Special Inspector(s) | | | | | |
| and/or testing agencies may be subject to the approval of the Building Official and/or the Design Professional. 2. The list of Special Inspectors may be submitted as a separate document if noted so above. | | | | | |
| The list of Special Inspectors may be submitted as a separate document, if noted so above. Shop Inspections of fabricated items are not required where the fabricator is approved in accordance with IBC Section 1704.2.5.1 | | | | | |
| and listed in activity 1709.2. | | | | | |
| 4. Observe: Observe on a random basis, operations need not be delayed pending these inspections. Perform: These tasks shall be performed for each welded | | | | | |
| joint, bolted connection, or steel element. | | | | | |
| 5. NDT of welds completed in an approved fabricator's shop may be performed by that fabricator when approved by the AHJ. Refer to AISC 360, N6. | | | | | |
| Are Special Inspections for Seismic Resistance included in the Statement of Special Inspections? | | | | | |
| Are Special Inspections for Wind Resistance | | | | Yes (No) | |
| | | | | | |

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SECTION 01 09 50

REFERENCE STANDARDS AND DEFINITIONS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 DEFINITIONS

- A. General: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, who performs a particular construction activity including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of 5 previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
 - 2. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

- J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.01 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 33-division format and "MasterFormat" numbering system.
- B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - Abbreviated Language: Language used in the Specifications and other Contract Documents
 is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but
 not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as
 plural and plural words interpreted as singular where applicable as the context of the
 Contract Documents indicates.
 - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.02 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with the standards in effect as of the date of the Contract Documents.
- C. Conflicting Requirements: Where compliance with 2 or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different but apparently equal to the Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.

mean the associated names. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents. AAAluminum Association 900 19th St., NW, Suite 300 Washington, DC 20006 (202) 862-5100 **AABC** Associated Air Balance Council 1518 K St., NW Washington, DC 20005 (202) 737-0202 AASHTO American Association of State Highway and Transportation Officials 444 North Capitol St., Suite 249 Washington, DC 20001 (202) 624-5800 ACI American Concrete Institute P.O. Box 19150 Detroit, MI 48219 (313) 532-2600 American Council of Independent **ACIL** Laboratories 1629 K St., NW Washington, DC 20006 (202) 887-5872 **ACPA** American Concrete Pipe Association 8618 Westwood Center Dr., Suite 105 Vienna, VA 22182 (703) 821-1990 **ADC** Air Diffusion Council 11 South LaSalle St., Suite 1400 Chicago, IL 60603 (312) 201-0101 **AGA** American Gas Assoc. 1515 Wilson Blvd. Arlington, VA 22209 (703) 841-8400 **AHA** American Hardboard Assoc. 1210 W. Northwest Highway Palatine, IL 60067 (708) 934-8800 ΑI Asphalt Institute Research Park Dr. P.O. Box 14052 Lexington, KY 40512-4052 (606) 288-4960 AIA The American Institute of Architects 1735 New York Ave., NW Washington, DC 20006 (202) 626-7300

Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following abbreviations and acronyms, as referenced in the Contract Documents,

E.

| AISC | American Institute of Steel Construction One East Wacker Dr., Suite 3100 Chicago, IL 60601-2001 | (312) 670-2400 |
|------|---|----------------|
| AITC | American Institute of Timber Construction 7012 S. Revere Pkwy, Suite 140 Englewood, CO 80112 | (303) 792-9559 |
| ALA | American Laminators Association 419 Norton Building Seattle, WA 98104-1584 | (206) 622-0666 |
| ALI | Associated Laboratories, Inc. c/o HOH Chemicals 500 S. Vermont St. Palatine, IL 60067 | (708) 358-7400 |
| ALSC | American Lumber Standards Committee P.O. Box 210 Germantown, MD 20875 | (301) 972-1700 |
| AMCA | Air Movement and Control Assoc. 30 W. University Dr. Arlington Heights, IL 60004-1893 | (708) 394-0150 |
| ANSI | American National Standards Institute 11 West 42nd St., 13th Floor New York, NY 10036 | (212) 642-4900 |
| APA | APA-The Engineered Wood Association (Formerly American Plywood Assoc.) P.O. Box 11700 Tacoma, WA 98411 | (206) 565-6600 |
| ARI | Air-Conditioning and Refrigeration Institute 4301 Fairfax Dr., Suite 425 Arlington, VA 22203 | (703) 524-8800 |
| ARMA | Asphalt Roofing Manufacturers Association 750 National Press Building 529 14 th Street, NW Washington, DC 20045 | (202) 207-1124 |
| ASC | Adhesive and Sealant Council 1627 K St., NW, Suite 1000 Washington, DC 20006-1707 | (202) 452-1500 |
| ASCE | American Society of Civil Engineers 345 East 47th St. New York, NY 10017-2398 | (800) 548-2723 |

| ASHRAE | American Society of Heating, Refrigerating and Air-Conditioning Engineers 1791 Tullie Circle, NE Atlanta, GA 30329-2305 | (800) 527-4723 |
|--------|--|----------------|
| ASME | American Society of Mechanical Engineers 345 East 47th St. New York, NY 10017 | (212) 705-7722 |
| ASPE | American Society of Plumbing Engineers 3617 Thousand Oaks Blvd., Suite 210 Westlake Village, CA 91362 | (805) 495-7120 |
| ASSE | American Society of Sanitary Engineering P.O. Box 40362 Bay Village, OH 44140 | (216) 835-3040 |
| ASTM | American Society for Testing and Materials 100 Barr Harbor Dr. West Conshohocken, PA 19428 | (610) 832-9585 |
| ВНМА | Builders Hardware Manufacturers Assoc. 355 Lexington Ave., 17th Floor New York, NY 10017-6603 | (212) 661-4261 |
| BIA | Brick Institute of America 11490 Commerce Park Dr. Reston, VA 22091-1525 | (703) 620-0010 |
| CISCA | Ceiling and Interior Systems Construction Assoc. 579 W. North Ave., Suite 301 Elmhurst, IL 60126 | (708) 833-1919 |
| CISPI | Cast Iron Soil Pipe Institute 5959 Shallowford Rd., Suite 419 Chattanooga, TN 37421 | (615) 892-0137 |
| CLFMI | Chain Link Fence Manufacturers Institute 1776 Massachusetts Ave., NW, Suite 500 Washington, DC 20036 | (202) 659-3537 |
| CRI | Carpet and Rug Institute P.O. Box 2048 Dalton, GA 30722-2048 | (706) 278-0232 |
| CRSI | Concrete Reinforcing Steel Institute 933 N. Plum Grove Rd. Schaumburg, IL 60173-4758 | (708) 517-1200 |
| CTIOA | Ceramic Tile Institute of America 12061 West Jefferson Blvd. Culver City, CA 90230 | (310) 574-7800 |

| DHI | Door and Hardware Institute 14170 Newbrook Dr. Chantilly, VA 22021-2223 | (703) 222-2010 |
|-------|---|----------------|
| DIPRA | Ductile Iron Pipe Research Assoc. 245 Riverchase Parkway East, Suite O Birmingham, AL 35244 | (205) 988-9870 |
| DLPA | Decorative Laminate Products Assoc. 13924 Braddock Rd. Centreville, VA 22020 | (800) 684-3572 |
| FCICA | Floor Covering Installation Contractors Assoc. (Formerly Floor Covering Installation Board) P.O. Box 948 Dalton, GA 30722-0948 | (706) 226-5488 |
| FGMA | Flat Glass Marketing Assoc. (Now GANA) | , , |
| FM | Factory Mutual 1151 Boston-Providence Turnpike P.O. Box 9102 Norwood, MA 02062 | (617) 762-4300 |
| GA | Gypsum Association 810 First St., NE, Suite 510 Washington, DC 20002 | (202) 289-5440 |
| IGCC | Insulating Glass Certification Council c/o ETL Testing Laboratories, Inc. P.O. Box 2040 Route 11, Industrial Park | (607) 752 (711 |
| KCMA | Cortland, NY 13045 Kitchen Cabinet Manufacturers Assoc. | (607) 753-6711 |
| | 1899 Preston White Dr. Reston, VA 22091-4326 | (703) 264-1690 |
| LGSI | Light Gage Structural Institute P.O. Box 866301 Plano, TX 75086-6301 | (214) 618-3977 |
| MCAA | Mechanical Contractors Association of America 1385 Piccard Dr. Rockville, MD 20850-4329 | (301) 869-5800 |
| MIA | Masonry Institute of America 2550 Beverly Blvd. Los Angeles, CA 90057 | (213) 388-0472 |

| NAPA | National Asphalt Pavement Assoc. NAPA Building 5100 Forbes Blvd. Lanham, MD 20706-4413 | (301) 731-4748 |
|-------|--|----------------------------------|
| NCMA | National Concrete Masonry Assoc. 2302 Horse Pen Rd. Herndon, VA 22071-3499 | (703) 713-1900 |
| NCPI | National Clay Pipe Institute P.O. Box 759 253-80 Center St. Lake Geneva, WI 53147 | (414) 248-9094 |
| NCSPA | National Corrugated Steel Pipe Association 1255 23rd St., NW, Suite 850 Washington, DC 20037 | (202) 452-1700 |
| NEC | National Electrical Code (Available from NFPA) | |
| NECA | National Electrical Contractors Assoc. 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814-5372 | (301) 657-3110 |
| NFPA | National Fire Protection Assoc. One Batterymarch Park P.O. Box 9101 Quincy, MA 02269-9101 | (800) 344-3555 |
| NPCA | National Paint and Coatings Assoc. 1500 Rhode Island Ave., NW Washington, DC 20005 | (617) 770-3000 (202) 462-6272 |
| NRCA | National Roofing Contractors Assoc. O'Hare International Center 10255 W. Higgins Rd., Suite 600 Rosemont, IL 60018-5607 | (708) 299-9070 |
| NSF | NSF International (Formerly National Sanitation Foundation) 3475 Plymouth Rd. P.O. Box 130140 Ann Arbor, MI 48113-0140 | (313) 769-8010 |
| PCA | Portland Cement Assoc. 5420 Old Orchard Rd. Skokie, IL 60077-1083 | (708) 966-6200 |
| PCI | Precast/Prestressed Concrete Institute 175 W. Jackson Blvd. Chicago, IL 60604 | (312) 786-0300 |

SDI Steel Door Institute 30200 Detroit Rd.

Cleveland, OH 44145-1967 (216) 889-0010

SMACNA Sheet Metal and Air Conditioning Contractors' National Assoc.

4201 Lafayette Center Dr.

P.O. Box 221230

Chantilly, VA 22022-1230 (703) 803-2980

SPIB Southern Pine Inspection Bureau

4709 Scenic Highway

Pensacola, FL 32504-9094 (904) 434-2611

SPRI (Formerly Single Ply Roofing Institute)

175 Highland Ave. Needham, MA 02194

(617) 444-0242

TCA Tile Council of America

511 Westinghouse Rd. Pendleton, SC 29670

endleton, SC 29670 (803) 646-4021

TPI Truss Plate Institute

583 D'Onofrio Dr., Suite 200

Madison, WI 53719 (608) 833-5900

UL Underwriters Laboratories

333 Pfingsten Rd.

Northbrook, IL 60062-2096 (708) 272-8800

WRI Wire Reinforcement Institute

1101 Connecticut Ave. NW, Suite 700

Washington, DC 20036-4303 (202) 429-5125

WWPA Western Wood Products Assoc.

Yeon Building 522 SW 5th Ave.

Portland, OR 97204-2122 (503) 224-3930

WWPA Woven Wire Products Assoc.

4940 Elmgate Dr.

Orchard Lake, MI 48324 (810) 681-1055

F. Federal Government Agencies: Names and titles of Federal Government standards- or specification-producing agencies are often abbreviated. The following abbreviations and acronyms referenced in the Contract Documents indicate names of standards- or specification-producing agencies of the Federal Government. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

CE Corps of Engineers

(U.S. Department of the Army)

Chief of Engineers

General Information Referral 20 Massachusetts Ave., NW Washington, DC 20314

(202) 761-0660

DOT Department of Transportation

400 Seventh St., SW

Washington, DC 20590 (202) 366-4000

EPA Environmental Protection Agency

401 M St., SW

Washington, DC 20460 (202) 260-2090

OSHA Occupational Safety and Health Administration

(U.S. Department of Labor) 200 Constitution Ave., NW

Washington, DC 20210 (202) 219-5000

USDA U.S. Department of Agriculture

14th St. and Independence Ave., SW

Washington, DC 20250 (202) 720-8732

USPS U.S. Postal Service

475 L'Enfant Plaza, SW

Washington, DC 20260-0010 (202) 268-2000

1.03 GOVERNING REGULATIONS AND AUTHORITIES

A. Copies of Regulations: Obtain copies of the following regulations and retain at the Project site to be available for reference by parties who have a reasonable need.

1.04 SUBMITTALS

A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 09 50

SECTION 01 27 00

UNIT PRICES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes:
 - 1. Definition
 - 2. Administrative and procedural requirements for unit prices.
 - 3. Schedule of Unit Prices, at the end of this Section.

1.03 DEFINITION

A. A unit price is an amount calculated and proposed by the Contractor in the PROPOSAL FORM as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event certain unexpected work items are encountered or certain estimated quantities of work required by the Contract Documents are increased or decreased.

1.04 ADMINISTRATIVE AND PROCEDURAL REQUIREMENTS

- A. Unit prices as included in the Contract Documents shall include all expenses related to the unit price work items, that is materials, labor, equipment, transportation, general requirements, overhead, profit, taxes and any other costs incidental to the work items.
- B. The individual Specification Sections for the construction activities requiring the establishment of unit prices provide for the conditions under which said unit prices will be authorized and the methods of determining payment-quantities. The Contractor will be compensated only for the quantities of unit price work completed.
- C. The Schedule of Unit Prices is included with the Proposal Form. Any Specification Sections referenced in that Schedule contain the requirements for materials and/or methods described for each unit price.
- D. The Schedule of Unit Prices may be used to determine changes to the Contract Sum. Where quantities of items for which unit prices are provided, they are estimates; and are included in the scope of the Work upon which the Contract Sum is based. The Contractor will be compensated for the actual quantities of unit price items completed at the established unit price rates. These actual extensions of unit prices for work completed, whether requiring a decrease or an increase in the Contract Sum, will be incorporated into the Contract Sum through a modification to the Contract by Change Order. Procedures for such modifications are included in Specification Section 01 03 50.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

SCHEDULE OF UNIT PRICES/ALLOWANCES:

Unit Prices shall be included for the following items and <u>must</u> be listed on the PROPOSAL FORM.

SCHEDULE OF UNIT PRICES

| ITEM | UNIT | COST/UNIT | ALLOWANCE |
|--|----------|-----------|-----------|
| <u>Unit Price No. 1 – Unsuitable Material:</u> Removal and disposal off-site of unsuitable materials. Removal must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. | 1,500 CY | /CY | \$ |
| Note: Contractor shall include 1,500 cubic yards of removal and disposal off-site of unsuitable materials in the base bid price in addition to what is required to achieve design grades. | | | |
| <u>Unit Price No. 2 – Mass Rock</u> : Excavate, haul off-site and dispose of mass rock. Excavation and haul off must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. | 20 CY | /CY | \$ |
| Note: Contractor shall include 20 cubic yards of excavation, haul off-site and disposal of mass rock in the base bid price. | | | |
| <u>Unit Price No. 3 – Trench Rock</u> : Excavate, haul off-site and dispose of trench rock. Excavation and haul off must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. | 10 CY | /CY | \$ |
| Note: Contractor shall include 10 cubic yards of excavation, haul off-site and disposal of trench rock in the base bid price. | | | |
| <u>Unit Price No. 4 – Suitable Soils:</u> Provide suitable soil from off-site and compact in place to replace excavated rock or unsuitable soil. Haul in and compaction must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. | 1,500 CY | /CY | \$ |
| Note: Contractor shall include 1,500 cubic yards of haul in and compacted suitable soils from off-site in the base bid price in addition to what is required to achieve design grades. | | | |
| <u>Unit Price No. 5 – #57 Stone</u> : Haul in #57 stone to replace excavated rock or unsuitable soil. Haul in and placement must be approved by, monitored, and quantified by the Owner's Geotechnical Engineer. | 250 TONS | /TON | \$ |
| Note: Contractor shall include 250 tons of haul in and placement of #57 stone in the base bid price in addition to what is shown on the Civil and Architectural Drawings. | | | |

These Unit Prices are submitted as part of the Lump Sum Price: The PROPOSER declares that they understand that the Contract Sum may be <u>decreased</u> at the unit prices listed above. The PROPOSER declares that they understand that the quantities of work shown are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the PROPOSER proposed to do the additional work at the unit prices listed herein; and should the quantities be decreased, the PROPOSER also understands that payment will be made on the basis of actual quantities at the unit price proposal and will make no claim for anticipated profits for any decrease in quantities and that the actual quantities will be determined upon completion of the work; at which time adjustment will be made to the Contract Sum.

END OF SECTION 01 27 00

SECTION 01 31 00

PROJECT COORDINATION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This section specifies administrative and supervisory requirements necessary for coordination of the Work for the duration of construction, but not necessarily limited to:
 - 1. Coordination
 - 2. Administrative and supervisory personnel
 - 3. General installation provisions
 - 4. Cleaning and protection

1.03 COORDINATION

- A. Coordination Among Trades: Contractor shall coordinate construction activities included under the Drawings and various sections of these Specifications to insure efficient and orderly construction operations included under different sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
 - 1. If necessary, inform each party involved, in writing, of procedures required for coordination; including requirements for giving notice, submitting reports, and attending meetings.
 - 2. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
 - 3. Where availability of space is limited, coordinate installation of different components to ensure maximum accessibility for later installations and for required maintenance, service and repair.
 - where limited available space may cause conflicts in the locations of installed products, and where required to coordinate installation of products and materials, prepare coordination Drawings. Said coordination Drawings shall show plan and cross-section dimensions of the available space and include obstructions caused by structural and systems elements.
 - b. Coordinate shop Drawings and other submittals prepared by Contractor's subcontractors, suppliers and other entities to facilitate installation of products and systems and avoid field conflicts in the Work.
 - c. Prepare plans or schedules describing installation sequences and provide said Documents to affected parties.
 - 4. Make adequate provisions to accommodate items scheduled for later installation.
 - 5. Inform the Owner when coordination of Owner's work under separate contracts is required. Inform the Owner when Owner's work under separate contracts is incomplete, in non-compliance or prohibits efficient and orderly completion of work under this Contract.

- 6. Coordinate dissemination of information between Contractor's subcontractors or suppliers when information from one is needed by or is of assistance to the other. Distribute interrelated shop Drawings between Contractor's subcontractors or suppliers prior to shop Drawing submittal to Architect.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project close-out activities.
- C. Continue coordination procedures by actively controlling Project conditions as follows:
 - 1. Verify and ensure that products and materials of all trades are stored in an orderly fashion, under conditions complying with manufacturers' instructions and at planned locations.
 - 2. Verify and ensure execution of the Work is in compliance with environmental conditions established by manufacturers' instructions and specific requirements of relevant Sections of these Specifications.
 - 3. Verify and ensure adherence to tolerances required by these Specifications as the Work progresses.
 - 4. Inspect job conditions before one trade follows another in compliance with these requirements:
 - a. Plan and conduct joint inspections involving the affected trades.
 - b. Notify Architect at least one (1) week in advance of such inspections and provide opportunity for Architect's participation in the inspection.
 - c. While the Architect may confine his observations and inspections to only limited areas, the Contractor shall be responsible for similar inspections in all involved areas.
 - d. Review of job conditions, in whole or in part, by Architect in no way relieves Contractor of his obligation to provide various stages of the Work as well as finished Work complying with Contract Documents.
 - e. Allow no work to proceed over unsatisfactory conditions that would prevent execution of new work as specified.

1.04 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. Contractor shall designate a Project Manager for the Project who shall be the primary point of contact and communication for the Owner and Architect. The Project Manager shall be assigned full time to the Project until completion of **Final** Contract Closeout. All written communications to the Architect shall be by or through the Project Manager. Architect shall address all his written communications to the Contractor to the Project Manager, unless authorized by Project Manager to communicate directly to others.
- B. Contractor shall provide adequate supervision at the Project site at all times. At a minimum, the Contractor shall designate and assign at least one (1) Superintendent that shall direct and oversee the Work under the Contract. Superintendent shall be assigned full time to the Project until **Final** Completion of Contract Closeout.

PART 3 - EXECUTION

3.01 GENERAL INSTALLATION PROCEDURES

- A. Inspection of Conditions: Require the Contractor's installer of each component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Manufacturers' Instructions: Comply with manufacturers' installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.
- C. Connection: Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.
- D. Visual Effects: Provide uniform joints widths in exposed work. Arrange joints in exposed work to obtain the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
- E. Temporary Enclosures: Provide and coordinate placement of temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.
- F. Mounting Height: Where mounting heights are not indicated, contact the Architect for direction prior to proceeding with the work.
- G. Access panels: Where access panels are required in any wall or ceiling, and the panel is not specifically located on a drawing, contact the Architect prior to proceeding with the work.
- H. Joints: Plan and coordinate work to provide caulk joints at all junctions of dissimilar materials, even if such joints are not called for on Drawings or elsewhere in these Specifications.
- Costs for Adherence to all specified installation procedures are included in the Contract Sum.

3.02 CLEANING & PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective coverings where required to insure protection from damage or deterioration prior to Substantial Completion.
- B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

- C. Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessive high or low temperatures.
 - 4. Excessive high or low humidity.
 - 5. Water or ice.
 - 6. Solvents.
 - 7. Chemicals.
 - 8. Light.
 - 9. Puncture.
 - 10. Abrasion.
 - 11. Heavy traffic.
 - 12. Soiling, staining, and corrosion.
 - 13. Rodent and insect infestation.
 - 14. Combustion.
 - 15. Unusual wear or other misuse.
 - 16. Contact between incompatible materials.
 - 17. Destructive testing.
 - 18. Misalignment.
 - 19. Excessive weathering.
 - 20. Unprotected storage.
 - 21. Improper shipping or handling.
 - 22. Vandalism.

END OF SECTION 01 31 00

SECTION 01 31 20

PROJECT MEETINGS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - Contractor's duties
 - 2. Preconstruction conference
 - 3. Progress and coordination meetings
 - 4. Pre-installation conferences

1.03 CONTRACTOR'S DUTIES

- A. Scheduling and Notification: Contractor will notify Owner, Architect, and other invited parties of meeting time and place at least seven (7) calendar days prior to the date of every progress and coordination meeting or special called meeting.
- B. Administration: The Contractor will prepare a meeting agenda for the progress and coordination meetings, record and promptly distribute copies of minutes of significant proceedings and decisions of the meetings to each participant no later than five (5) days after each meeting. The Contractor shall update construction schedule after each progress meeting to show current progress and documentation of any revisions that have been made or recognized; issue revised schedule, two-week look-ahead with a list of the planned activities, submittal list and RFI list concurrently with report of each meeting.

1.04 PRE-CONSTRUCTION CONFERENCE

- A. A pre-construction meeting will be held prior to the start of construction at a time and place designated by the Owner for the purpose of identifying responsibilities of the Contractor, Owner and Architect and explaining administrative procedures.
- B. Attendance:
 - 1. Owner's representatives.
 - 2. Architect.
 - 3. Contractor represented by Project Manager and Superintendent
 - 4. Major subcontractors if requested by Owner, Architect or Contractor
- C. Minimum Agenda:
 - 1. Identification and designation of responsible personnel from all parties.
 - 2. Tentative construction progress schedule (to be distributed by Contractor), with discussion of critical work sequencing and staging.
 - 3. Procedures for correspondence and other communications, field decisions, requests for information, design bulletins, requests for changes in the work and claims.
 - 4. Procedures for submittals, including shop Drawings, samples and product data.
 - 5. Procedures for preparing and maintaining required Record Documents and Operations & Maintenance Manuals.
 - 6. List of major subcontractors and material suppliers.

- 7. Use of Project Site, including temporary offices, project staging, storage areas, parking, site use limitations or restrictions, and erosion control.
- 8. Material and equipment deliveries, storage, protection and priorities.
- 9. Safety procedures and responsibilities.
- 10. Security procedures and methods.
- 11. Housekeeping procedures and methods.
- 12. Special project requirements or conditions.

1.05 PROGRESS AND COORDINATION MEETINGS

- A. Scheduling: Unless otherwise requested by Owner or Architect, a progress and coordination meeting shall be held once every month at the Project Site.
- B. Attendance:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor as represented by Project Manager and Superintendent.
 - 4. Sub-contractors and material suppliers as requested by Owner or Architect or as applicable to progress of the Work.
- C. Minimum Agenda (topics to be covered as applicable):
 - 1. Review minutes of previous meeting.
 - 2. Status of submittals and impending submittals.
 - 3. Off-site fabrication and delivery schedules; subcontractor schedules.
 - 4. Actual progress of activities in relation to the schedule. Submit schedule updates as required.
 - 5. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
 - 6. Field observations; actual and potential problems affecting construction or job progress; status of RFI's (Requests for Interpretation).
 - 7. Site Utilization; housekeeping, temporary facilities/services.
 - 8. Safety; hazards or risks.
 - 9. Status of corrective work ordered by the Architect; quality and work standards.
 - 10. Change Orders and change order proposals.
 - 11. Documentation of information for payment application (as applicable).
- D. Contractor to provide a table for layout of Drawings and chairs for each attendee.

1.06 PREINSTALLATION CONFERENCES

- A. Scheduling: Conduct a pre-installation conference at the Project site before each construction activity that requires coordination with other construction or existing conditions. Comply with particular requirements elsewhere in the Specifications that describe specific pre-installation or pre-demolition meetings and associated notifications to the Architect and Owner.
- B. Attendance: The Contractor's installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Notify the Architect and Owner of the scheduled meeting dates as required elsewhere in the Specifications.
- C. Prior to the work or installations of, at a minimum, the components listed below, hold a pre-installation meeting for review and observation attended by each entity involved or affected by planned work. Schedule these meetings with Architect at least five (5) working days prior to meeting.

- 1. Concrete Slab-on Grade and Exterior Paving.
 - a. Attendees: All subcontractors with in-slab or under-slab installation, concrete supplier, concrete finisher, vapor mitigation system installer, and Owner's Testing Agency.
- 2. Roofing & Metal Panels (Mockup shall be completed prior to this meeting)
 - a. Attendees: Roofing & metal panel subcontractor, material supplier and all subcontractors affected by this portion of work.
- 3. Additional components as required by the specification sections.

D. Agenda

- 1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
 - a. Contract Document requirements
 - b. Purchases
 - c. Deliveries
 - d. Shop Drawings, product data and samples
 - e. Review of mockups
 - f. Possible conflicts
 - g. Compatibility of materials
 - h. Acceptability of substrates
 - i. Schedule
 - i. Weather limitations
 - k. Space and access limitations
 - 1. Temporary facilities
 - m. Safety
 - n. Manufacturer's recommendations
 - o. Warranty requirements
 - p. Inspecting and testing requirements
 - q. Required performance results
 - r. Recording requirements
 - s. Protection
- 2. The Contractor will record significant discussions and agreements and disagreements of each conference and the agreed to schedule for the work. The Contractor will promptly distribute the record to everyone concerned, including the Architect's subconsultants as required.
- 3. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene conference at earliest feasible date.
- 4. Regardless of whether the Specifications explicitly require a particular preinstallation conference, the Contractor is responsible for said conferences as an element of his coordination of the Work. Information that can be obtained through a consideration of the items in Paragraph C. of this sub-section is the responsibility of the Contractor and must be included in implementation of the Work.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01 31 20

SECTION 01 32 00

CONSTRUCTION SCHEDULES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. General description
 - 2. Form and content of schedules
 - 3. Updating of schedules

1.03 GENERAL DESCRIPTION

A. The Construction Schedule is a required submittal, which is subject to the approval of the Owner and Architect and which shall be revised periodically as specified herein. The Construction Schedule shall be in a bar-chart or network type form that shall provide complete sequence of construction by activity, and allow for up-dating and revisions. Schedule shall be based on critical path method (CPM), and shall be prepared with input and cooperation of all Contractor's subcontractors.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 FORM AND CONTENT OF SCHEDULES

- A. Submit Construction Schedule as described above within 10 days after Notice to Proceed.
- B. Provide Construction Schedule with the following format and content:
 - 1. Provide schedule in the form of a bar chart with individual horizontal lines representing the duration of each major activity. Use vertical lines to scale the schedule at one-week intervals.
 - 2. Use the same items of work as shown on schedule of values or in accordance with Section numbers of Specifications.
 - 3. Where related activates must be performed in sequence, show relationship graphically.
 - 4. Incorporate the submittal schedule specified elsewhere.
 - 5. In developing the schedule, take into account administrative reviews.
 - 6. Show dates for the following:
 - a. Each major activity that influences the construction time (critical path items).
 - b. Specified pre-installation meetings and progress review meetings.
 - c. Procurements and delivery dates for products requiring long lead time.
 - d. Start and completion dates of all major work elements.
 - e. Time frame for Substantial and Final Completion procedures, including inspections, reviews and punch list activities.
 - 7. Use the same terminology as that used in Contract Documents and provide legend of symbols or abbreviations used.

- 8. Submit Construction Schedule in clear, legible, reproducible format and with a minimum of three (3) opaque copies.
- C. Architect will advise Contractor if originally submitted Construction Schedule is not satisfactory. If so, Contractor shall revise and resubmit within seven (7) calendar days.
- D. Prepare and distribute copies of approved Schedule to Architect, Owner, Contractor's subcontractors and other entities whose work will be influenced by schedule dates. Maintain a copy of approved Construction Schedule at Project site office.

3.02 UPDATING OF CONSTRUCTION SCHEDULES

- A. Update the Construction Schedule whenever changes occur or are made, or when new information is received, but not less often than at the same intervals at which progress meetings are conducted.
- B. In revising the Schedule show all changes by saving the original schedule as a base line. Indicate the actual progress or delay of each activity and show revised completion dates. Highlight the activities modified since previous submittal and indicate major changes in scope or revised projections due to changes in the Work (if applicable).

3.03 SCHEDULE AND CONTRACTOR'S REQUESTS FOR CHANGES TO CONTRACT SUM OR TIME

- A. The Contractor shall indicate in their Change Proposals for all Contract modifications, if the durations of activities are affected, or if activities are added or activities deleted. The effect shall be indicated for each activity in cost and time as applicable. The Change Proposal shall indicate all additional costs and time impacts of whatever nature; reservations for future determination of impacts will not be allowed or considered. The Contractor shall submit a diagram of that portion of the Construction Schedule affected by the change showing the activities and their costs, man loading, durations and Contractor's subcontractor or trade responsibility. While changes of a minor nature may require little or no documentation of schedule impact, the Contractor shall be aware that in cases where time is involved, failure to submit such a diagram with the Change Proposal shall constitute a waiver of any claims for time extensions associated with the subject of that Change Proposal. When modifications in the Work are necessitated by Field Directives or other Architect's authorizations prior to Change Proposal submissions to avoid delay, the Contractor shall furnish the Architect within ten (10) days of receipt of the authorizations which changed the Work the same information required for Change proposals. Failure to do so shall constitute a waiver of any claims for time extensions associated with the subject of the work authorization or directive.
- B. As applicable, the Contractor shall adjust the Schedule monthly to reflect any adjustments in time related to negotiated or approved Contract modifications. The updated Schedule shall provide revised completion dates by incorporation of approved change order work and excusable delays, and re computation of all dates, durations and float in accordance with the newly incorporated dates. Such revised completion dates shall be the sole basis for time extensions and adjustments to the Contract completion date. Modified activity times to be used to determine the revised Project completion dates shall be agreed to by the Contractor, Architect and Owner.

END OF SECTION 01 32 00

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - Definitions
 - 2. General requirements
 - 3. Submittal schedule
 - 4. Submittal coordination
 - 5. Submittal format and preparation
 - a. Shop Drawings
 - b. Samples
 - c. Product Data
 - 6. Contractor review and responsibilities
 - 7. Architect's review
 - 8. Return, resubmission and distribution
- B. Refer to individual Specification Sections for identified equipment and material for which submittals are required.
- C. Submittal will be required for each specification section separately.
- D. Do not submit on equipment or materials not requested in the Specifications.

1.03 DEFINITIONS

- A. Submittals: General term including samples, shop Drawings and product data, as applicable.
- B. Samples: Physical examples prepared to illustrate materials, equipment or workmanship to be installed in the Project and to establish standards by which work will be judged as complying with Contract requirements.
- C. Shop Drawings: Drawings, diagrams, illustrations, schedules and performance charts, prepared by the entity that is to do the work to illustrate that portion of the Work in detail.
- D. Product Data: Dated, printed literature of a product manufacturer which describes product and installation procedures. Product data may include test and performance data, illustrations, standard brochures and special details.
- E. Informational Submittals: Submittals indicated in the Contract Documents as to be submitted for information only.

1.04 GENERAL REQUIREMENTS

A. Submittals shall be in orderly sequence and timed to cause no delay in the Work.

- B. Contractor shall commence no portion of the Work requiring submittals until submittal has been reviewed and accepted by Architect.
- C. Do not utilize submittal review process as a means of requesting substitutions or changes in the scope of the Work.
- D. Job delays occasioned by requirement of re-submission of samples, shop Drawings and product data not in accordance with Contract Documents are Contractor's responsibility, and will not be considered valid justification for extension of Contract time.
- E. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's review of shop Drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop Drawings, product data, samples or similar submittals by the Architect's review thereof.
- E. The Contractor shall direct specific attention, in writing or on resubmitted shop Drawings, product data, samples or similar submittals to revisions other than those requested by the Architect on previous submittals.
- F. Resubmitted shop Drawings, product data, samples or similar submittals shall be complete and shall cloud or highlight the changes.

1.05 SUBMITTAL SCHEDULE

- A. Submit to the Architect a list of all required submittals organized and referenced by the sections of these Specifications. On the list, indicate the timing for submission of the required submittals and relationship to the construction sequence. Submit the schedule to the Architect within the date required for establishment and submission of Contractor's Construction Schedule.
- B. Following approval by the Architect of the submittal schedule, print and distribute copies to the Architect, Owner, Contractor's subcontractors, suppliers and others required to comply with the submittal dates indicated. Maintain a copy in the field. When revisions are made, distribute to same parties that received initial document.
- C. Maintain updated submittal schedule during course of the Work that shows status of all submittals. Provide copies for Architect at progress meetings and when requested.

1.06 SUBMITTAL COORDINATION

- A. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal well in advance of performance of related construction activities to avoid delay.
- B. Coordinate each submittal with other submittals and related activities—purchasing, fabrication, testing, delivery, etc.—that require sequential activity. Coordinate transmittal of different types of submittals for related elements of the Work so submittals can be reviewed concurrently. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
- C. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals. If submittal must be reviewed within a certain time in order to maintain the progress of the Work, state so clearly on the submittal. Nevertheless, allow a minimum of two (2) weeks for the first processing of each submittal and allow even more time if the submittal must be coordinated with later submittals. Allow a

minimum of one (1) week for processing of resubmittals. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 SUBMITTAL FORMAT AND PREPARATION

A. Transmittals:

- 1. Submittals will be accepted only through transmittal from the Contractor. Submittals received from other entities will be returned without review or action.
- Submittals must be accompanied by a transmittal form containing the following information:
 - a. Project name.
 - b. Submittal date.
 - c. Transmittal number.
 - d. Applicable Specifications Section number.
 - e. To: Architect's name and address.
 - f. From: Contractor's name and address.
 - g. Name of applicable subcontractor(s), supplier(s) or manufacturer(s).
 - h. Submittal type (shop drawing, sample, product data, informational submittal).
 - i. Description of submittal.
 - j. Record of distribution.
 - k. Action marking.
 - 1. List of any deviations from Contract Document requirements.
 - m. Comments

B. Form, Size and Quantity:

- 1. Label each submittal with the following information:
 - a. Project name.
 - b. Date of submittal.
 - c. Contractor's name and address.
 - d. Architect's name and address.
 - e. Subcontractor's name and address.
 - f. Supplier's name and address.
 - g. Manufacturer's name.
 - h. Specification section where the submittal is specified.
 - i. Numbers of applicable drawings and details.
 - j. Other necessary identifying information.
- 2. Provide a space on each submittal for approval stamp and notations.
- 3. Submittals shall be electronic by email except for material/color samples.
- 4. For Samples submit three (3) sets.
- 5. Contractor shall stamp and sign in red ink on all copies.

C. Shop Drawing Preparation and Format:

- 1. Shop Drawings shall conform to the following content requirements:
 - a. Number Drawings consecutively.
 - Indicate working and erection dimensions and relationship to adjacent work at accurate scale.
 - c. Show arrangements and sectional views, where applicable.
 - d. Show compliance with specific referenced standards, such as materials, gauges, thickness, finishes, and characteristics.
 - e. Name specific products or materials used.

- Indicate anchoring and fastening details, including information for making connections to adjacent work.
- Contractor shall make any and all modifications in red ink and shall sign in red ink
- Reference applicable details, sections and similar information from Drawings from which shop drawing data was developed; include applicable Specification Section numbers and names.
- 3. Do not reproduce Contract Documents or copy standard information as basis of shop Drawings. Standard information prepared without specific reference to the Project is not considered shop Drawings.

D. Sample Preparation:

- 1. Required samples shall be submitted for the Architect's selection and review so as to maintain construction progress. Acceptance and color selections will not be made unilaterally where selections regarding adjacent materials must be made for purpose of aesthetics. Submit samples for adjacent and inter-related materials concurrently.
- 2. Prepare samples in sizes, shapes and finishes in accordance with provisions of individual Specification sections; attach documentation showing compliance. Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product. Submittals will be reviewed and returned with Architect's selection indicated and other action as appropriate.
- 3. Samples furnished under this section are not to be confused with full-size, on-the-site "mock-ups," which may be specified in certain sections of the Specifications.
- Keep final approved samples or sample sets at Project site for use during progress of the Work.

E. Product Data Preparation and Format:

- 1. When Product Data submittals are prepared specifically for the Project (in the absence of standard printed information) submit such information as Shop Drawings.
- 2. Content:
 - a. Submit manufacturer's standard printed data sheets.
 - b. Identify the particular product being submitted; submit only pertinent pages.
 - c. Show compliance with properties specified.
 - d. Identify which options and accessories are applicable.
 - e. Include recommendations for application and use.
 - f. Show compliance with the specific standards referenced.
 - g. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
 - h. Identify dimensions which have been verified by field measurement.
 - i. Show special coordination requirements for the product.

3.02 CONTRACTOR'S REVIEW AND RESPONSIBILITIES

- A. Review submittals and stamp with approval prior to submission to the Architect. Contractor's stamp shall bear the Contractor's name and word "Approved," date of the approval, and shall be initialed by the individual responsible for reviewing submittals. Enter stamp on a blank, unmarked area on the submittal.
- B. By approving submittals, Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- C. Where work is indicated "By others," Contractor shall indicate responsibility for providing and coordinating such work; whether by subcontractor or under separate contracts.

- D. Contractor agrees that submittals processed by Architect are not substitutions or changes in scope of the Work; that purpose of submittals by Contractor is to demonstrate that Contractor understands design concept; that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing fabrication and installation methods he intends to use.
- E. Contractor represents by submitting samples, shop drawing and product data that he has complied with provisions specified above. Submissions made without Contractor's approval indicated thereon will be returned without being reviewed for compliance with these requirements.
- F. Accompany submittal with transmittal letter containing Project name, Contractor's name, number of samples or drawings, titles and other pertinent data. Transmittal shall outline deviations, if any, in submittals from requirements of Contract Documents.
- G. No portion of the Work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been reviewed and accepted by the Architect as specified herein. All such portions of the Work shall be executed in accordance with accepted submittals bearing the Architect's stamp.

3.03 ARCHITECT'S REVIEW AND ACCEPTANCE

- A. Architect's review and acceptance is only for conformance with design concept of Project and with information in Contract Documents. Architect's acceptance of a specific item shall not indicate acceptance of an assembly in which item is a component. The Architect's review is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities, or for substantiating instructions for installation of equipment or systems, which remain the responsibility of the Contractor. When professional certification of performance characteristics of materials, systems, or equipment is required by the Construction Documents, the Architect shall be entitled to rely upon such certifications to establish the materials, systems or equipment will meet performance criteria required by the Construction Documents.
- B. Architect will review each submittal, mark it with appropriate action, and return it to Contractor with reasonable promptness, except where it must be held for coordination, and the Contractor is so advised. Submittals will be marked by Architect as follows:
 - 1. "Reviewed" indicates the Drawings have been reviewed for conformance with design and no exceptions are taken. Proceed with the work.
 - 2. "Make Corrections as Noted" indicates Contractor may proceed with the work as noted.
 - 3. "Amend and Resubmit" indicates Drawings to be revised and resubmitted for review prior to proceeding with the work.
 - 4. "Rejected, See Remarks" indicates that the submittal does not comply with Contract Documents.
 - 5. The Architect shall make any and all comments in green ink and shall sign in green ink.
- C. Submittals required to be submitted "for Architect's information only" are required to demonstrate that the Work complies with performance requirements of the Contract Documents. Such submittals, if acceptable to Architect, will not be returned to Contractor.

3.04 SUBMITTAL RETURN, RESUBMISSION AND DISTRIBUTION

- A. Architect will return the following reviewed and accepted submittals for printing and distribution by Contractor:
 - 1. Shop Drawings PDF format by email.
 - 2. Product Data PDF format by email.
 - 3. Samples Two (2) sets, unless additional sets were submitted because of needs of Contractor's subcontractors or suppliers.

B. Resubmissions: In making resubmissions, follow the same procedures and formats required for original submissions. Make corrections and changes indicated by Architect on unacceptable submissions. In resubmission transmittals, identify clearly and direct specific attention to any revisions other than corrections requested by Architect on previous submissions.

C. Distribution:

- 1. Contractor is responsible for obtaining and distributing copies of submittals to his subcontractors and material suppliers after final acceptance. Prints of reviewed shop Drawings shall be made from reproducibles that carry the Architect's appropriate stamp.
- 2. Contractor shall maintain a file of accepted submittals bearing the Architect's stamp for duration of Project, which shall be delivered to Owner as a part of the Project's Record Documents.
- 3. The Contractor's superintendent also shall maintain an orderly file of all accepted submittals at the Project site. In the event that the Architect or Owner should question the installation of any aspect of the Work requiring accepted submittal data, the inability of the superintendent to produce the required accepted submittal data upon demand shall constitute cause for a "stop work" order to be issued on that particular questioned aspect of the Work and all relevant appurtenant work. The cause shall be equal to the Contractor's not having received required acceptance of the submittal data. If so issued, such "stop orders" shall not be considered valid justification for extensions of Contract time or claims for additional monetary compensation.

END OF SECTION 01 33 00

SECTION 01 42 00

DEFINITIONS AND EXPLANATIONS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - Definitions
 - 2. Specifications, format and content explanation
 - 3. Drawing symbols
 - 4. Industry standards

1.03 DEFINITIONS

- A. Certain terms used repetitiously in these Specifications and elsewhere in the Contract Documents are defined generally in this section. The definitions and explanations of this section are not necessarily either complete or inclusive, but are general for the Work to the extent such definitions or explanations are not stated more explicitly in another provision of the Contract Documents.
- B. Approve: The terms "approve," "review," "inspect" and their variations, where used in conjunction with the Architect's actions on the Contractor's submittals, applications and requests, are limited to the responsibilities and duties of the Architect stated in the General Conditions and elsewhere in these Specifications. Such approvals shall not release the Contractor from his responsibility to fulfill the requirements of the Contract Documents, unless otherwise provided in the Contract Documents.
- C. Directed, Requested, etc: Where nor otherwise explained, terms such as "directed," "requested", "authorized," "selected," "required," and "permitted," mean directed by the Architect, requested by the Architect, and similar phrases. However, no such implied meaning shall be interpreted to extend the Architect's responsibility into the Contractor's area of construction supervision.
- D. Indicated: The term "indicated" is a cross reference to details, notes or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar means of recording requirements in the Contract Documents. Where other terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.
- E. Refer: Used to indicate that the subject is defined or specified in further detail at another location in the Contract Documents, or elsewhere as indicated.
- F. Furnish: The term "furnish" is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations, as applicable in each instance.

- G. Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at Project site including the unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable to a material, product or system in each instance.
- H. Provide: Except as otherwise defined in greater detail, the term "provide" means to furnish and install, complete and ready for the intended use as applicable in each instance.

1.04 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. General: This section is provided to help the user of the Specifications understand the format, language, implied requirements, and similar conventions. None of the explanations shall be interpreted to modify the substance of the Contract.
- B. Specifications Production: Portions of these Specifications have been edited by the Owner and Architect and may contain minor deviations from traditional formats. Such deviations are a normal result of the production technique, and no other meaning will be implied or permitted. References to Specifications or Technical Specification, shall mean the same.
- C. Specification Format: Although not all portions may fully comply, the format of these Specifications is principally as described below. No meaning or significance is attached to such compliance or non-compliance.
 - Sections and Divisions: For convenience, the basic unit of the Specifications is
 a "section," each unit of which is named and numbered. These sections are
 organized into related families of sections which are categorized as "divisions."
 These divisions are recognized as present construction industry practice on
 uniform organization and sequencing of specifications. Section titles are not
 intended to limit the meaning or content of a section, to be fully descriptive of
 the requirements therein, or to be an integral part of the text.
 - 2. Section Numbering: Sections are given a numeric sequence to assist in cross referencing information in the Contract Documents. The numbering sequence, however, is not complete.
 - 3. Parts: Each section has been divided into three or fewer "parts" (Part 1 General, Part 2 Products, and Part 3 Execution). These titles do not limit the meaning of and are not an integral part of the text of the Specification requirements.
- D. Specifications Content: The Specifications have been produced employing conventions in the use of language and in the intended meaning of certain words, terms and phrase when used in particular situations or circumstances. These conventions are explained as follows:
 - 1. Language used in the Specifications is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the full context of the Contract Documents so indicates.
 - 2. Specifying Methods: The techniques or methods of specifying requirements vary throughout the Specifications text, and may include "prescriptive," "open generic-descriptive," "compliance with standards," "performance," "proprietary," or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work. Except for cases of overlapping or conflicting requirements as described in the following paragraph 3, where more than one set of requirements are specified for a

- particular unit of work, the option is intended to be Contractor's regardless of whether specifically indicated as such.
- 3. Overlapping and Conflicting Requirements: Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements is specified, and overlapping of those different standards or requirements establishes two (2) different or conflicting levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into the Contract Documents clearly indicates that the less stringent requirement is to be fulfilled. Refer uncertainties as to which of the two (2) levels of quality is more stringent to the Architect for a decision before proceeding.
- 4. Imperative Language is generally used throughout the Specifications. Requirements expressed imperatively are to be performed by the Contractor. At certain locations in the text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.
- E. Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended as the minimum for work to be performed or provided. Except as otherwise specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, the indicated numeric values are either minimum or maximums as noted or as appropriate for the context of the requirements. Refer instances of uncertainty to the Architect for decision before proceeding.
- F. Assignment of Specialists: The Specifications require (or at least imply) that certain specific construction activities shall be performed by specialist or expert entities who must be engaged for the performance of those units of work. These must be recognized as special requirements over which the Contractor has no choice or option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
 - 1. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.
 - Trade Names: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades persons of the corresponding generic name.

1.05 DRAWING SYMBOLS

- A. Graphic symbols used on the Drawings are those recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., current edition. Any symbol or graphic hatch pattern shown on the Drawings not specifically labeled as to the material indicated shall be interpreted as follows:
 - 1. Written Clarification by the Architect issued during proposal process
 - 2. Industry Standards
 - 3. Drawing Symbol and Hatch Legends
- B. Clarifications shall be requested in writing by the proposer where written direction and clarification will be provided by the Architect in the Addenda issued during to proposal process.

- C. Under no circumstances will additional compensation be considered for uncertainty and lack of clarification on the part of the Contractor regarding drawing symbols and hatch patterns, not clarified during the proposal period.
- D. Mechanical/Electrical Drawings: Graphic symbols used on mechanical and electrical Drawings are generally aligned with symbols recommended by ASHRAE. They are supplemented by more specific symbols indicated in legends and, where appropriate, are further supplemented by technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect for clarification before proceeding.

1.06 INDUSTRY STANDARDS

- A. Applicability of Standards: Except where Contract Documents include explicit and more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference. Individual sections indicate which codes and standards apply and which the Contractor must keep available at the Project Site for reference.
 - 1. Referenced standards (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards.
 - Non-referenced Standards: Except as otherwise limited by the Contract Documents, standards not referenced but recognized in the construction industry as applicable will be enforced for performance of the Work. The Architect shall decide whether a code or standards is applicable or which of several are applicable.
- B. Publication Dates: Where compliance with an industry standard is required, comply with standard in effect as of the date of the Contract Documents.
- C. Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity's construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.
 - Although copies of standards needed for enforcement of requirements may be part of required submittals, the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
- D. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the publication provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 42 00

SECTION 01 45 00

QUALITY CONTROL PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Contract conditions.
 - Reference standards.
 - 3. Procedures for submittal of quality control documentation.
 - 4. Quality assurance provisions.
 - 5. Coordination, sequencing and scheduling.
 - 6. General quality control activities and requirements.
 - 7. Procedures for specific quality control activities:
 - a. Testing
 - b. Inspecting
 - c. Pre-installation review and inspection
 - d. Manufacturers' field services
 - 8. Repair and Protection.

1.03 CONTRACT CONDITIONS

- A. Certifications and inspections and testing services are required to verify compliance with requirements specified or indicated. These services whether provided by the Contractor or the Owner do not relieve the Contractor of responsibility for compliance with requirements of the Contract Documents.
 - 1. Certifications, inspections, tests and related requirements specified are not intended to limit the Contractor's other quality control procedures that facilitate compliance with Contract Document requirements.
 - 2. Requirements for the Contractor to provide certifications, inspections, testing and related services by the Architect, Owner and other authorities having jurisdiction are not limited by the provisions of this section.
- B. Testing Agencies, whether employed by the Owner or Contractor, shall not approve any portion of the Work and shall not change requirements of the Contract Documents.
- C. The Contractor **is** responsible for geotechnical and materials testing services required by the Contract Documents and will employ and compensate a Testing Agency for that purpose. Cost of these services **shall** be included in the Contract Sum.

1.04 DEFINITIONS

- A. Certificate: A written statement that a particular product or a portion of the Work as accomplished conforms to the requirements of the Contract Documents.
- B. Installer: Any entity that performs a construction activity, whether an employee, subcontractor, or sub-subcontractor of the Contractor.

- C. Testing Agency: Any independent testing and inspection agency employed by the Contractor to perform certain quality control activities.
- D. Reference Standard: Any document incorporated unto the Specifications by reference rather than inclusion of text; including, but not limited to, voluntary specifications prepared by standards and industry organizations.
- E. Reports: Certified written documentation of inspections, tests or similar services.

1.05 REFERENCE STANDARDS

- A. General: Comply with edition of standards indicated; if date is not indicated, comply with edition in effect as of date of Contract Documents. Compliance with standards that are revised or reissued after that date will not be required unless incorporated into the Contract Documents by modification. When applicable codes, laws or regulations require editions of different dates, obtain instructions from the governing authorities as to which edition is required.
- B. The requirements of reference standards are binding on Contractor, just as if they were copied into the Contract Documents, but no provisions of reference standards shall alter the contractual relationship of the parties to the Contract.
- C. Maintain at the Project site each reference standard that is indicated elsewhere as to be kept at the site.

1.06 SUBMITTALS

- A. Reports: The Testing Agency shall submit certified written reports of each inspection, test or similar service to the Owner, Architect and Contractor as applicable. If the Contractor is responsible for an inspection, test or similar services and has employed a Testing Agency for such, their reports shall comply with the following:
 - 1. Reports shall be submitted for informational purposes through the Contractor under cover to the Architect.
 - 2. Submit other copies of reports to governing or regulatory authorities if so directed.
 - 3. Submit the report within three (3) working days after date of inspection or test if practicable.
 - 4. Reports of inspections, tests or similar services shall include, but not limited to the following data:
 - Date of issue.
 - b. Project name.
 - c. Name, address and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making inspections or tests.
 - f. Name and signature of reviewing registered Engineer and laboratory inspector if applicable.
 - g. Related Specifications section(s).
 - h. Test method or basis of evaluation.
 - i. Ambient conditions at time of sample-taking and testing.
 - j. Observations, comments or professional opinions regarding compliance with requirements of Contract Documents.
 - k. Recommendations on re-testing if required.
- B. Certificates: Submit for information only unless otherwise directed.
 - 1. Certificates should be signed by the product manufacturer, unless otherwise specified or not applicable.

- 2. Include the following information:
 - a. Date of certificate.
 - b. Project name.
 - c. Description of the product or system certified.
 - d. Specification section(s) involved.
 - e. When actual materials to be used are to be certified, include lot identification markings, destination or shipment, and quantity in shipment.
 - f. Title, name, and signature of person authorized to make certification.
- C. Qualifications Statements: Submit for information only unless otherwise directed.
- D. Manufacturers' Instructions: Submit for information only unless otherwise directed. Contractor shall identify to Architect any conflicts between manufacturers' instructions and Contract Documents prior to proceeding with affected work.

1.07 QUALITY ASSURANCE.

- A. Qualifications of manufacturers and installers shall be as indicated in individual sections of the Specifications.
- B. Manufacturer's field personnel shall be employed directly by the manufacturers and normally perform the activities specified.
- C. Qualifications of a Testing Agency, if utilized by Contractor, shall include the following criteria:
 - Testing Agency shall meet "Recommended Requirements for Independent Laboratory Qualification" latest edition, published by The American Council of Independent Laboratories.
 - 2. Testing Agency shall be acceptable to Architect and shall have been regularly engaged in services specializing in types of inspections and tests to be performed for a minimum of five (5) years. If requested by Engineer, submit evidence of satisfactory completion of services performed on projects of similar type and scope within specified period.
 - 3. Testing Agency shall be authorized to perform services by authorities having jurisdiction in State of Georgia.
 - 4. Testing Agency's on-site personnel shall be qualified and certified in the fields of testing required for the Project.
- D. Testing Equipment shall be calibrated at reasonable intervals with devices of an accuracy traceable to the National Bureau of Standards (NBS) standards or to accepted values of actual physical constants.

1.08 COORDINATION, SEQUENCING AND SCHEDULING

A. Contractor shall coordinate its sequence of activities with any Testing Agency engaged to perform inspections, tests and similar services to accommodate required work with a minimum delay. Contractor shall schedule and coordinate activities to avoid removing and replacing construction to accommodate inspections and tests. Other responsibilities of Contractor for testing are indicated elsewhere in this section.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 GENERAL

- A. Provide work of the specified quality level; where quality level is not indicated, provide work of quality customary in similar types of work.
 - 1. Where codes, laws, or regulations require work of higher quality or performance, provide work complying with those codes, laws, and regulations.
 - 2. Where two or more quality provisions of the Contract Documents conflict, comply with the most stringent requirement; where requirements are different but apparently equal, and where it is uncertain which requirement is most stringent, obtain clarification from the Architect before proceeding.
 - 3. Actual quality may exceed the specified quality; verify that such differences are acceptable to the County (other criteria may make excessive quality undesirable).
- B. Manage and control products, subcontractors, suppliers, manufacturers, site conditions, installers, and workmanship in such a manner as to produce work of the specified quality. Use installers who are capable of producing work of specified quality.
- Perform all quality control activities specified unless indicated to be performed by other entities.

3.02 TESTING

- A. The requirements indicated below in this section are the Contractor's responsibilities relative to testing performed by the Testing Agency as well as testing under the direct supervision of the Contractor.
- B. Cooperate with Testing Agency personnel. Provide access to the Work and to material supplier's plant and operations.
- C. Provide representative samples of materials proposed for use in the Work, in quantities sufficient for accurate testing and as specified.
- D. As necessary for performance of the testing, furnish incidental labor and facilities including but not limited to the following:
 - 1. Providing access to the Work to facilitate inspections and tests.
 - 2. Obtaining and handling samples at the Project site under the direction of the Testing Agency or assisting the Testing Agency in taking samples.
 - 3. Provide facilities for storage and caring of test samples on-site and security and protection of samples and test equipment at site.
 - 4. Provide preliminary design mixes for materials mixes that require control by Testing Agency.
- E. Notify Testing Agency sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests. Notify Testing Agency three (3) working days prior to the date of inspection or testing.
- F. Contractor shall notify the Architect in writing and receive a written reply prior to proceeding with additional testing beyond that specified in the Contract Documents.
- G. Re-testing and Cancellation of Testing:
 - 1. Contractor shall be responsible for re-testing where results of required inspections, test or similar services are unsatisfactory and do not comply with

- requirements of Contract Documents, regardless of whether the original test was the Contractor's responsibility.
- 2. Costs for correction of deficient work or construction and re-testing shall be borne by the Contractor.
- 3. If the Testing Agency is scheduled by the Contractor to perform tests or monitor activities on-site and testing or work to be monitored gets cancelled by the Contractor after the on-site arrival of the Testing Agency, the cost of the Testing Agency from arrival on-site until they are sent back or utilized for another activity including the cost for travel time shall be borne by the Contractor.
- H. Materials and work covered without testing and approval, if required, shall be uncovered and subsequently recovered at the Contractor's expense.

3.03 INSPECTING

A. Perform inspections specified. When inspections reveal unsatisfactory work, make whatever changes or repairs are necessary and reinspect. Submit a report of each original inspection and each reinspection.

3.04 MANUFACTURERS' FIELD SERVICES

- A. Manufacturers' field services are specified in other sections of the Specifications.
- B. If Architect should be present, provide Architect with a timely notice of site visit so Architect may be present. After site visit, submit a report that records 1) site conditions, installer procedures, and related activities that are not as recommended by the manufacturer; and 2) instructions and recommendations provided by the representative that differ from manufacturer's standard printed instructions.

3.05 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities or exposed finishes. Comply with requirements of any references to cutting and patching in other divisions of the Specifications.
- B. Contractor shall be responsible for repair and protection of Work regardless of assignment of responsibility for inspection, testing or similar services.

END OF SECTION 01 45 00

SECTION 01 50 00

TEMPORARY FACILITIES, CONTROLS AND SERVICES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 and 0 Specifications, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Definitions
 - 2. Project conditions and scheduling
 - 3. Temporary construction support facilities
 - 4. Temporary utilities and services
 - 5. Special protection requirements
 - 6. Security Also refer to Division 0 for detailed requirements
 - 7. Vehicular access and parking
 - 8. Termination and removal

1.03 DEFINITIONS

- A. Temporary Construction Support Facilities: Construction, structures, fixtures and other built items required to accomplish the Work but which are not incorporated into the finished Work. Included are field offices, storage sheds, temporary roads and paving, temporary enclosures, hoists, dewatering facilities, temporary signs, construction aids and miscellaneous facilities.
- B. Temporary Utilities: Sources of electric power, water, natural gas, etc., obtained from public utilities, other main distribution systems or temporary sources that support the Contractor's activities but are not a part of the permanent construction or are not yet incorporated into the permanent construction.
- C. Temporary Services: Activities and services required during construction that do not directly accomplish the Work. Included are waste disposal services, rodent and pest control, security and miscellaneous services.

1.04 PROJECT CONDITIONS AND SCHEDULING

- A. Comply with requirements of regulations, governing authorities and public utilities as to type, quantity, location and use of temporary facilities, utilities and services. Secure and maintain copies of permits, inspection reports or approvals for installation and use of temporary facilities and utilities.
- B. Use of permanent facilities prior to date of Substantial Completion is subject to Owner's conditions. During said approved use, Contractor shall maintain and protect completed work. Specific warranties shall not be reduced or voided by Contractor's use of permanent facilities and systems.
- C. Maintain required temporary facilities until not needed or until Substantial Completion. Exceptions to this requirement may be made by Owner as indicated in above paragraph.

1.05 **OUALITY ASSURANCE**

- Regulations: Comply with industry standards and applicable laws and regulations of authorities A. having jurisdiction including, but not limited to, the following:
 - Building code requirements.
 - 2. Health and safety regulations.
 - Utility company regulations. 3.
 - 4. Police, fire department, and rescue squad rules.
 - 5. Environmental protection regulations.
- B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities."
 - Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

PART 2 – PRODUCTS

2.01 TEMPORARY CONSTRUCTION FACILITIES

- A. Provide a construction trailer at the Project site. Construction trailer shall be capable of holding Project meetings in a conditioned space with table and chairs.
- B. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical or aerated recirculation. Provide units properly vented and fully enclosed with a glass-fiberreinforced polyester shell or similar nonabsorbent material.
- C. Lamps and Light Fixtures: Provide general service lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, pilot light for connection of power tools and equipment.
- F. Tarpaulins: Provide waterproof fire-resistant UL labeled tarpaulins with flame spread rating of 15 or less.
- G. Fire Extinguishers: Provide hand-carried portable UL-rated Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated Class ABC, dry chemical extinguishers or a combination of extinguishers of NFPA recommended classes for the exposures. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

3.01 GENERAL INSTALLATION

A. Use qualified personnel or services for installation of temporary facilities. Provide each facility ready to use when needed to avoid delay. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as needed. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 CONSTRUCTION SUPPORT FACILITIES

- A. Temporary Storage Facilities: Provide weather tight storage facilities with raised floors and of types and sizes required by storage demands at the Project site. Locations of temporary storage facilities shall be subject to Owner's acceptance. All material storage and staging shall be within the designated limits of the Project site. Contractor is responsible for identifying Project site boundaries and ensuring that staging and material storage does not occur outside of the site.
- B. Provide a dedicated area for the storage of tools and equipment within each phased work area. The Contractor will be required to secure all tools at the conclusion of each work day and maintain a log of equipment and tools located on site. Combustibles and hazardous materials shall not be stored inside the building overnight or at any time when construction personnel are not present. The Contractor shall notify the Owner and all such materials shall be approved prior to bringing items into the building.
- C. Temporary Enclosures: As required by the progress and sequencing of the Work, provide temporary enclosures for protection of construction in progress or completed, from exposure to foul weather or other construction operations.
 - 1. Maintain protective barriers, vehicular barriers, temporary fencing, dust control barriers and sound control devices as needed for all phases of construction until final completion of the Project. Barriers and devices shall be coordinated with the staging and sequencing of the Work. Contractor shall be responsible for replacing established protective barriers and devices damaged or removed during construction and shall install any additional protection devices as required to perform the Work under this Contract.
 - 2. Provide temporary signs as required. Install signs where needed to inform personnel, vendors and public seeking entrance to the Project.
 - 3. Security, access and working requirements are the responsibility of the Contractor.
 - 4. The Contractor is responsible for all temporary construction, phasing, scheduling, material deliveries, and other items that affect the sequence of construction or scheduling of the Project.
- D. Sanitary Facilities: Sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with local regulations, OHSA and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs. Provide applicable paper goods in support of each facility. Provide covered waste containers for used materials.
 - 1. Toilets: Provide and maintain temporarily sited and self-contained toilet units until Substantial Completion on all Work. Do not allow employees to use permanent toilet facilities of the new construction.
 - 2. Wash Facilities: Provide and maintain a safety shower/eye wash facility with potable water at a location convenient for personnel.
 - 3. Drinking Water Facilities: Provide drinking water canisters or fixtures at convenient locations on the Project site. Include cup supply.

3.03 TEMPORARY UTILITIES AND SERVICES

- A. General: Engage the appropriate local utility companies to install temporary services or connect to existing services. Where company will not be responsible for full operation of service, Contractor shall provide remainder with matching, compatible materials and equipment and comply with company recommendations. Contractor shall provide adequate capacity at each stage of construction.
- B. Telecommunications Services: Maintain cell phones for Project Manager and Superintendent.
- C. Water Services: Temporary water shall be provided and paid for by the Contractor.
- D. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere on Project site. Dedicated dumpsters for construction debris shall be provided. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold waste materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

3.04 VEHICULAR ACCESS AND PARKING

- A. Haul Routes: The Contractor shall be responsible for ensuring that trucks providing delivery and/or hauling services to or from the Project site shall properly cover loads. Contractor shall keep the roads to the Project site and the Project site clear, free of mud, dirt, debris, or other materials that are deposited as a result of Contractor's hauling and delivery services. The Contractor is responsible for coordinating and scheduling hauling activities so that the traffic flow on the access road to the Project site is not disrupted at any time.
- B. Parking Areas: All parking for Contractor's employees, subcontractors' employees, and for vendors, delivery men, and visitors shall be on the Project site and in designated areas.
- C. Traffic Control: The Contractor shall provide all traffic control on streets or drives adjacent to or on the Project site that is needed to facilitate the Contractor's Work and protect the public from activities associated with such work. These controls shall include signs, signals, barricades and flagmen, as necessary. The Contractor shall comply with all local, state, federal rules and regulations concerning the placement and use of traffic control devices

3.05 TEMPORARY PROTECTION AND CONTROL

A. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Maintain protective barriers, tree protection and erosion control devices until Final Completion of the Project. Contractor shall be responsible for replacing established protective barriers, tree protection and erosion control devices damaged or removed during construction and shall install any additional protection devices as required to perform the Work under the Contract.

3.06 MAINTENANCE, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until Project completion.

- C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference from the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of Project identification signs.
 - 2. Remove all trash and debris and restore areas to conditions required by the Contract.

END OF SECTION 01 50 00

SECTION 01 57 00

TRAFFIC CONTROL

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. Contractor shall furnish all materials and labor for the installation and continuous maintenance of traffic control devices throughout the project.
- B. This item of work shall include furnishing, installing, maintaining, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this project.
- C. Upon completion of work, warning devices are to be removed by the Contractor. If devices remain on site longer than ten (10) days after project completion, they shall be removed by the Owner and become their property.

1.02 SAFETY

- A. The governing factor in the execution and staging of work for this project is to provide the public with the safest possible travel conditions along the roadway through the construction zone. The Contractor shall arrange their operation to keep the closing of any lane of a roadway to an absolute minimum.
- B. No work shall be started on any phase of the project until all appropriate traffic control devices are in place and in operation.
- C. Contractor is to take all practical precautions to maintain traffic flow, and provide safety of workers and the general public.
- D. At the end of each workday, Contractor is to clear the roadway of all dirt and debris and add additional safety devices to maintain safe travel lanes.
- E. When not in use, all traffic control devices shall be removed, placed or covered so as not to be visible to traffic.

1.03 REFERENCES

- A. Manual for Uniform Traffic Control Devices (MUTCD) (latest edition).
- B. Georgia Department of Transportation (Ga. DOT) Standard Specifications for Construction of Roads and Bridges (latest edition), Section 150.
- C. Georgia Department of Transportation (Ga. DOT) Standard Construction Details (latest edition).

PART 2 - PRODUCTS

2.01 GENERAL

A. Traffic Control Devices include: Signs and their supports, signals, pavement markings, barricades with sand bags, channelizing devices, warning lights, arrowboards, flaggers, or any other device used for the purpose of regulating, warning or guiding traffic through the construction zone.

- B. All Traffic Control Devices used on this project shall conform to the plans, Ga. DOT Construction Details and Specifications, and MUTCD. No modifications will be allowed without prior written approval of the Engineer.
- C. Traffic Control Devices shall be in proper, acceptable condition when in use. Devices which are unclear, damaged, or not correctly positioned shall be promptly restored to fully operational condition.

PART 3 - EXECUTION

3.01 GENERAL

- A. The contractor shall be responsible for the proper location, installation, and arrangement of all traffic control devices. Special attention shall be given to advance warning signs during construction operations in order to keep lane assignment consistent with barricade placement at all times. The contractor shall cover all Traffic Control Devices that are inconsistent with detour or lane assignment patterns during the transition from one construction stage to another.
- B. Construction signs referring to daytime lane closures during working hours shall be removed or covered during non-working hours.
- C. When applicable the Contractor shall coordinate all traffic control work on this project with adjoining or overlapping projects, including barricade placement necessary to provide a uniform traffic detour pattern. When directed by the Engineer, the Contractor shall remove all Traffic Control Devices that were furnished, installed and maintained by Contractor under this contract, and such devices shall remain the property of the contractor.
- D. The contractor shall ensure all Traffic Control Devices installed by contractor are operational 24 hours a day, including weekends and holidays. Provide additional inspections at regular intervals.
- E. When traveling in lanes open to public traffic, the Contractor's vehicles shall always move with and not against or across the flow of traffic. These vehicles shall enter or leave work areas in a manner that will not be hazardous to, or interfere with, traffic and shall not park or stop except within designated work areas. Personal vehicles shall not park within the right of way except in specific areas designated by the Owner.
- F. Private driveways and parking areas shall be accessible at all times unless temporary closings are necessary for construction work and the Contractor has notified the affected individuals and has approval from them.
- G. If trenches are to remain open overnight, or for an extended period of time, Contractor is to provide heavy duty cover plates to allow vehicles access.
- H. Delays to the contractor caused by complying with these requirements will be considered incidental to the item for traffic control and protection, and no additional compensation will be allowed.
- I. Where flaggers are required, they are to be adequately trained and qualified for the job.

END OF SECTION 01 57 00

SECTION 01 60 00

PRODUCT REQUIREMENTS AND SELECTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Administrative and procedural requirements for Contractor's selection of products.
- B. Related Sections: The following sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Definitions and Explanations", specifies the applicability of industry standards to products specified.
 - 2. Division 1 Section "Product Substitution Procedures", specifies administrative procedures for handling requests for substitutions made after award of the Contract.

1.03 DEFINITIONS

- A. Definitions used in this section are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material, "equipment," "system," and terms of similar intent. "Named Products" are item identified by manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
 - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
 - 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.04 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
 - 1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete Project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

- C. Name Plates: Except for required labels and operating date, do not attach or imprint manufacturers or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.

PART 2 – PRODUCTS

2.01 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Product Selection Procedures: The Contract Documents and standards, codes and regulations govern product selection. Procedures governing product selection include the following:
 - a. Proprietary Specification Requirements: Where Specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted, except when the product is unavailable, and then the substitution must be under the terms provided in Specification Section 01 63 00 Product Substitution Procedures.
 - b. Descriptive Specification Requirements: Where Specifications described a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 - c. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and that are recommended by the manufacturer for the application indicated.
 - d. Manufacturer's recommendation may be contained in published product literature or by the manufacturer's certification of performance.
 - 4. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
 - 5. Visual Matching: Where Specifications require matching an established sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
 - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "Substitutions" for selection of a matching product in another product category.

- 6. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.
- 7. Contractor Option: Where several products or manufacturers are specified as being acceptable, Contractor has the option of choosing among these named.
- 8. Comparable or Equal: Where one or more products or manufacturers are specified by name and accompanied by the term "or approved equal," or "or equal", "equal to", or "comparable to", the Contractor may submit a request for substitution during proposal process in accordance with Specification Section 01 63 00 Product Substitution Procedures for any equivalent product or manufacturer that is not specifically named.

PART 3 – EXECUTION (NOT USED)

END OF SECTION 01 60 00

SECTION 01 63 00

PRODUCT SUBSTITUTION PROCEDURES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Procedures for substitution requests during proposal period
 - 2. Substitution requests outside of proposal period
 - 3. Product evaluations

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 PROCEDURES FOR SUBSTITUTION REQUESTS DURING PROPOSAL PERIOD

- A. If Contractor wishes to use products different from those indicated in the Contract Documents, the Contractor shall make a written application as described herein. The burden of proving equality of proposed substitutions shall rest with the Contractor. Substitution requests submitted directly by subcontractors or suppliers will NOT be considered. Substitutions will not be considered for acceptance when acceptance will require substantial revision of Contract Documents.
- B. Except as described elsewhere herein, requests for substitution will be considered only during the proposal period. Requests for substitutions must reach the office of the Architect by the deadline established in the Request for Proposal/Qualifications for the receipt of questions and interpretations. Requests received by the Owner after this date will not be considered. Acceptable substitutions will be added to the Contact Documents by addendum; no verbal approvals will be valid.
- C. Contractor shall submit written request with complete data substantiating compliance of the proposed product with requirements of Contract Documents. Submit request to Architect on a standard form with supporting data. Only one (1) request for each product will be considered. Include the following data with the request:
 - 1. Project name.
 - 2. Contractor name.
 - 3. Date of request.
 - 4. Identification of product by Specification reference.
 - 5. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature; identify:
 - 1) Product description
 - 2) Reference standards
 - 3) Performance and test data
 - 4) Manufacturer's recommendations for use and installation
 - 5) Dimensions and space requirements

- c. Samples, as applicable.
- d. Drawings, as applicable.
- e. Name and address of similar projects on which product has been used, and date of each installation.
- f. Reports from independent testing laboratories, verified experience records from previous users and other printed or written information valid in the circumstances will be considered.
- 6. Provide an itemized comparison between proposed substitution and product specified; list all variations <u>AND</u> a detailed explanation of how the proposed product meets or exceeds the requirements of the specifications. Website addresses are <u>NOT</u> an acceptable means of compliance with this requirement. Neither the Owner nor the Architect will perform <u>ANY</u> research in connection with product substitutions. It is the responsibility of the proposer to demonstrate full compliance with these specifications and basis of design products.
- 7. Net amount of change in Contract Sum (if applicable).
- 8. Information on any changes caused in construction schedule.
- 9. Description of any changes that will be required in other work or products if substitute product is accepted.
- 10. Designation of availability of maintenance services and sources of replacement materials.

NOTE: SUBMISSIONS THAT DO NOT INCLUDE <u>ALL</u> INFORMATION WILL BE DEEMED INCOMPLETE AND NOT CONSIDERED.

- D. Architect's determination of acceptability of proposed submissions will be made based only on data submitted. In accepting a substitution, the Architect does not warrant that the product meets all express requirements of the Contract Documents. The approved substitution is subject to the same subsequent review and approval procedures as the products originally specified.
- E. Contractor shall coordinate all required components and accessories required to make any substitution complete and operable as intended by the basis of design product indicated in the Contract Documents including all work required for installation of accepted substitutions with interfacing work. The Contractor shall bear any and all design costs required to make approved changes in the Work to properly incorporate substitutions. The Contractor shall waive all claims for time and additional costs related to use of acceptable substitutions which become apparent following acceptance, including electrical, structural, mechanical, and plumbing requirements associated with the proposed substitution.
- F. Substitute products shall not be ordered or installed without written acceptance by the Architect. Unless substitutions are received and approved as described above, the Contractor shall be responsible for furnishing materials or products in accordance with the Contract Documents.

3.02 SUBSTITUTION REQUESTS OUTSIDE OF PROPOSAL PERIOD

- A. Substitutions will not be considered between the proposal due date and award of the Contract.
- B. In the event that specified items cannot be delivered to the Project site and incorporated into the Work at such times and in such quantities as to cause no delay, provided timely orders are placed, then Contractor may request a substitution in the manner described in this section. Should the accepted substitution provide a cost savings, the contract sum will be adjusted by Supplemental Agreement with Owner receiving the benefit of the net

savings. No increase in the Contract Sum will be allowed on substitutions made after the receipt of proposal except where the Contractor can verify a timely placement of orders appropriate to the materials and conditions involved. Contractor's inability to obtain specified items due to failure to place timely orders will not be considered reason for authorizing substitutions. Also, substitutions will not be considered when they are indicated or implied on shop Drawings or product data submitting without a separate written request.

C. A substitution also may be considered after contract award when the proposed substitution provides a **definitive reduction in the Contract Sum**. Submittal and consideration of said substitutions shall be at the direction and discretion of the Owner. The process for review of such substitutions will be as described in this section.

3.03 PRODUCT EVALUATIONS

- A. In making a formal request for a substitution the Contractor represents that:
 - 1. They have investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.
 - 2. They shall provide the same warranties for substitutions as for product specified.
 - 3. They shall be responsible for determining that materials requested for substitution are free of known hazardous substances.
 - 4. They shall coordinate installation of accepted substitution into the Work, and will make such changes as may be required for the Work to be completed in all respects.

END OF SECTION 01 63 00

SECTION 01 65 00

MATERIAL AND EQUIPMENT HANDLING AND STORAGE

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Procedures for transportation and handling.
 - 2. Procedures for delivery and receiving.
 - 3. Procedures for storage.

1.03 DESCRIPTION

A. Requirements of this Section are general in nature. Refer to individual sections of the Specifications for additional, specific requirements.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 PROCEDURES FOR TRANSPORTATION AND HANDLING

- A. Require suppliers to deliver manufactured Products to Project site in manufacturers' original packaging with labels and seals intact. Labels shall indicate manufacturer, product name, application instructions and fire resistive classifications.
- B. Require suppliers to package products and materials in a manner that will protect them from damage during shipping, handling and storage. Arrange to transport products and materials by methods that avoid damage.

3.02 PROCEDURES FOR DELIVERY AND RECEIVING

- A. Provide labor and equipment adequate to handle delivery of products and materials by methods that prevent damage. Provide additional protection as necessary during handling to prevent damage to products and packaging. Lift large and heavy components at designated lift points only.
- B. Schedule deliveries to minimize long-term storage at the Project site and prevent overcrowding of construction spaces. Coordinate deliveries with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged or sensitive to deterioration, theft and other losses.
- C. Promptly inspect all materials and products upon delivery to ensure proper material, color, type and quantity, and to ensure that materials are undamaged and properly protected. Verify compliance with requirements of Contract Documents and approved submittals.
- D. Clearly mark partial deliveries to identify contents, permit easy accumulation of entire delivery and facilitate assembly.

3.03 PROCEDURES FOR STORAGE

- A. Store materials and equipment in a safe and protected manner. Observe manufacturer's recommendations for positioning, separation and ventilation, as applicable.
- B. Store materials at the Project site in a manner that will facilitate inspection, measurement, or counting of units. Store unpacked or loose products on shelves, in bins, or in neat groupings of like items.
- C. Where materials are required to be stored in protected conditioned environments, maintain temperatures and humidity within ranges required by manufacturer's instructions unless otherwise specified.
- D. Store heavy materials in manner that will not endanger supporting construction.
- E. Prevent corrosion, soiling, damage, deterioration, or breakage of materials or contact with deleterious materials.
- F. Deliver finish materials only to enclosed and conditioned spaces and where adequate indoor storage facilities are available.
- G. Store and handle paints and similar products subject to spillage in areas where spills will not deface finished surfaces or other work.
- H. Flammable or Hazardous Materials:
 - 1. Store minimum quantities in protected areas.
 - 2. Provide appropriate type fire extinguisher near said storage areas.
 - 3. Observe manufacturer's precautions and applicable ordinances and regulations.
 - 4. Flammable and Hazardous Materials shall not be stored inside the building.
- I. Comply with manufacturer's product data in all aspects of basic material storage, usage, handling, and installation, except where more stringent requirements are specified.
- J. Provide Material Safety and Data (MSDS) Sheets for all items, materials and products as required by laws, rules, regulations, ordinances or codes.

END OF SECTION 01 65 00

SECTION 01 72 00

FIELD ENGINEERING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. General: This Section specifies administrative and procedural requirements for field-engineering services including, but not limited to, land survey work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Project Coordination", for procedures for coordinating field engineering with other construction activities.
 - 2. Division 1 Section "Project Record Documents", for submitting Project record surveys.

1.03 SUBMITTALS

- A. Certificates: Submit a certificate signed by the land surveyor or professional engineer certifying the location and elevation of improvements.
- B. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Project Record Documents and Project Closeout Sections and as required to obtain Certificates of Occupancy.

1.04 QUALITY ASSURANCE

A. Surveyor Qualifications: Engage a land surveyor registered in the State of Georgia to perform required land-surveying services as required.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Identification: The Owner will furnish a survey of the Project site.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks, before proceeding to lay out the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
 - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points or requirements to relocate reference points because of necessary changes in grades or locations.
 - 2. Promptly replace lost or destroyed Project control points. Base replacements on the original survey control points.

- C. Establish and maintain a minimum of two (2) permanent benchmarks on the site, referenced to data established by survey control points.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Drawings.
- D. Existing Utilities and Equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction.
 - 1. Prior to construction, verify the locations and invert elevations at points of connection of storm sewer piping.
 - 2. Owner will not be responsible for costs of rework incurred because of Contractor's failure to verify said points.

3.02 PERFORMANCE

- A. Work from lines and levels established by the property survey. Establish benchmarks and markers to set lines and levels at each stage of construction and elsewhere as needed to locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
 - 1. Advise all entities engaged in construction activities of marked lines and levels provided for their use.
 - 2. As construction proceeds, check every major element for line, level, and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for reference.
 - Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, detention pond construction, fill and topsoil placement, utility slopes, invert elevations, and exterior lighting locations.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels, and control lines and levels required for mechanical and electrical work.
- E. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, utility lines, utility services, or other appurtenances located in or affected by construction. Coordinate with local authorities having jurisdiction.

END OF SECTION 01 72 00

SECTION 01 73 00

CONSTRUCTION EXECUTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. General examination requirements.
 - 2. General installation procedures and requirements
 - 3. Installation requirements for building components.
 - 4. Hot work permit and Safety Requirements
 - 5. Safety precautions and requirements

1.03 DEFINITIONS

- A. Concealed Spaces: Spaces not accessible after completion of construction.
- B. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse; resulting in soiling, marring, breakage, corrosion, rotting or impairment of function.
- C. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 GENERAL EXAMINATION REQUIREMENTS

- A. Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.
- B. Contractor shall be responsible for verifying and obtaining proper substrate conditions, tolerances and material alignments to receive applied or attached materials and construction.
- C. Conditions that could have been discovered by examination of Project site and Drawings will not be allowed as cause for claims for extra work. In particular, these conditions include:
 - 1. Underground utilities.
 - 2. Existing facilities, structures and appurtenances, on the site of the Project with which the Contractor must coordinate during construction and that can be reasonably discerned.
 - 3. Space requirements of items shown diagrammatically on Drawings.
 - 4. Limitations on transport and storage of materials and equipment.
 - 5. Locations of points of connections to utilities.

3.02 GENERAL PREPARATION REQUIREMENTS

A. Take field measurements as required to fit work properly and recheck measurements prior to installing each product. Notify Architect promptly of any discrepancy in dimensions between Drawings and field measurements that will affect a current or anticipated installation.

3.03 WORKING TIMES

A. The basic hours of work for the Contractor shall be 7:30 a.m. through 5:00 p.m., Monday through Friday. No work will be allowed outside of these hours unless scheduled in advance. The Contractor shall notify the Owner in advance for scheduling off-hours work.

3.04 GENERAL INSTALLATION PROCEDURES

- A. All construction shall be in accordance with all applicable federal, state, and local codes and regulations.
- B. Accurately locate the work and components of the work; make vertical work plumb; make horizontal work level. Align materials to give smooth uniform surface planes within specified tolerances.
- C. The Contractor is responsible for all temporary construction, phasing, scheduling, material deliveries, and other items that affect the sequence of construction or scheduling of the Project and shall coordinate with the Owner's facility operations.
- D. Shut down of some utilities will be required in order to construct this Project. These shut down activities may need to be performed after business hours and are to be coordinated with the Owner in advance.
- E. All mechanical, electrical and plumbing sub-contractors shall submit affidavits for each building permit to the building permits section at least two (2) days before requesting inspections. Affidavit forms are available at building permits department.
- F. The Contractor shall verify location of existing utilities before commencing work, and care shall be taken to protect all utilities which are to remain.
- G. Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.
- H. Install work in such manner and sequence as to preclude cutting and patching wherever possible.
- I. Install products only at the time and sequence, and under the environmental conditions that will insure best possible results.
- In finished areas, conceal pipes, ducts, and wiring within construction, unless otherwise indicated.

3.05 INSTALLATION OF COMPONENTS

A. Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in the Contract Documents or not.

- B. Where mounting heights are not indicated, and there is no guidance for mounting, obtain Architect's instructions before proceeding.
- C. Separate incompatible materials with suitable materials or spacing. Prevent cathodic corrosion.
- D. Provide all anchors and fasteners required and use methods necessary to securely fasten work. In assemblies and installation, allow for thermal expansion and contraction, and for building movement.
- E. After installation, adjust operating components to provide for proper operation.
- F. The site shall remain secured for the duration of the Project.

3.06 CLEANING AND PROTECTION OF INSTALLATIONS

- A. Keep the work site free of waste materials and debris; remove such waste periodically. Maintain level of cleanliness necessary for proper execution of the work. Where dust would impair execution of work, broom clean the entire area and keep clean.
- B. Remove debris from concealed space prior to enclosing space.
- C. Keep installed work clean, and clean again when soiled by other operations. Protect installed work from damage.
 - 1. Provide protective coverings for work that may be damaged by subsequent operations. Where heavy abuse is expected, use minimum of plywood for protection.
 - 2. Maintain protective coverings until Date of Substantial Completion.

3.07 SAFETY PRECAUTIONS AND REQUIREMENTS

- A. Take precautions to prevent fires and to facilitate fire-fighting operations.
 - 1. Store flammable materials in non-combustible containers, store away from potential fire sources; remove flammable waste regularly; provide adequate ventilation when using flammable or explosive substances.
 - 2. Carefully supervise the operation of potential fire sources including on-site welding and cutting.
 - 3. Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.
- B. Take precautions to prevent accidents due to physical hazards.
 - 1. Provide barricades, signs and warning lights as required to protect personnel and public from hazards and inform them thereof. Barricades and temporary safety railings shall comply with applicable safety regulations.
 - Provide and require use of safety equipment, clothing and accessories as required by the construction activity and applicable safety regulations. This is a hard hat job; protective headgear must be worn at all times in the construction period.
- C. Take precautions to prevent pollution of air, water and soil.
 - 1. Comply with government regulatory requirements for disposal of waste.
 - 2. Do not dispose of volatile wastes such as petroleum products or other chemicals in storm or sanitary drains or on the grounds surrounding the Project site.
 - 3. Do not handle or dispose of waste materials, debris, cleaning compounds or other chemicals in a manner that will be harmful to plant life on grounds adjacent to the Project site.

- 4. Comply with regulations and authorities having jurisdiction over safety and environmental standards affecting the Project.
- 5. Special care shall be taken to prevent newly constructed building phases from dust, mud or other material that may soil or stain the finished building materials.
- D. Take precautions not to allow noxious fumes, gases, or excessive amounts of dust to leave the work area. Notify the Owner at least 24 hours in advance of any scheduled activities that might lead to such emissions.
- E. Provide temporary supports and construction as required to prevent movement, collapse, or structural failure of the building, site work or any elements thereof.

END OF SECTION 01 73 00

SECTION 01 73 50

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and other general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Description
 - 2. Submittals
 - 3. Materials
 - 4. Examination prior to implementation
 - 5. Preparation
 - 6. Workmanship
 - 7. Cutting
 - 8. Patching
 - 9. Cleaning

1.03 DESCRIPTION

- A. Contractor shall be responsible for cutting, fitting and patching required to complete the Work including the following:
 - 1. Making parts fit together properly.
 - 2. Uncovering portions of the Work to provide for installation of ill-timed work or to accommodate inspections as required.
 - 3. Removing and replacing defective work or work not conforming to requirements of Contract Documents.
 - 4. Removing samples of installed work as specified for testing.
- B. Costs incurred for ill-timed work or uncovering of work shall include costs for services of Owner's consultants.

1.04 SUBMITTALS

- A. Prior to cutting and patching of work in place, the Contractor shall submit a written proposal to the Architect. This proposal shall be submitted at least three (3) days in advance of performing any cutting or alterations and shall meet the requirements set forth in this section.
 - 1. The written proposal must be submitted in advance of any cutting that affects the following:
 - a. Work of Owner or any separate contract.
 - b. Structural elements of the Project.
 - c. Integrity or effectiveness of weather-exposed or waterproofed or moisture-resistant elements and systems.
 - d. Life expectancy, maintenance, efficiency or safety of operational elements.
 - e. Aesthetic qualities of visually exposed elements.

- 2. The Contractor shall include the following information in the proposal:
 - a. Identification of Project.
 - b. Description of affected work.
 - c. Extent of cutting and patching and how it is to be performed; indication of why it cannot be avoided.
 - d. Anticipated results in terms of changes to construction; including changes to other significant visual elements.
 - e. Products proposed for use.
 - f. Firms or entities that will perform the work.
 - g. Utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
 - h. Alternate methods, if applicable.
 - i. Dates and times when cutting and patching work is to be performed.
- 3. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as specified in Specification Section 01 63 00 Product Substitution Procedures.
- B. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Materials for patching and replacement of work removed: Comply with Specification Sections for type of work to be performed. Use materials identical to original installed materials. If identical materials cannot be used where exposed surfaces are involved, use materials that match original adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of original materials installed.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Prior to proceeding with work, examine Project conditions and surfaces to receive work including elements subject to damage or movement during cutting and patching operations. Take corrective action if unsafe or unsatisfactory conditions are encountered or anticipated.
- B. After cutting, uncovering or removing, inspect conditions affecting installation of products or performance of further work. If unsatisfactory or questionable conditions are encountered, report such conditions in writing to Architect and do not proceed with work until Architect has provided further instructions.

3.02 PREPARATION

A. Temporary Supports: Provide adequate temporary supports for work to be cut and as necessary to ensure the structural integrity of the affected portion of the work.

B. Protection:

- 1. Protect adjacent construction during cutting and patching work to prevent damage. Provide all materials, devices and methods as required to protect work and adjacent surfaces.
- 2. Take precautions necessary to avoid cutting operable pipes, conduits or ductwork serving the building including those scheduled to be removed or relocated until provisions have been made to bypass them.
- 3. Protect portions of the work that may be exposed to the elements by cutting and patching.

3.03 WORKMANSHIP

- A. Employ skilled workers to perform cutting and patching work. To the greatest extent possible, retain installers or fabricators to perform cutting and patching work, especially for visually exposed finished surfaces and weather-exposed, waterproofed or moisture resistant elements.
- B. Perform demolition and cutting work by methods that will not damage adjacent construction and will provide proper surfaces for patching work.
- C. Execute work, by methods which will prevent settlement or damage to other work.
- D. Elements of a structural or supporting nature, including those which are concealed and exposed after removal of work for repairs or patching, shall be inspected and the Architect notified should additional work be indicated due to loss of structural integrity, rot, rust, corrosion or other similar conditions.
- E. Restore work that has been cut and removed so that completed Work is in accordance with requirements of Contract Documents. Perform all installations, fittings, and adjustments of materials or products to comply with manufacturers' product data, its intended functions, specified tolerances and finishes.
- F. Fit restored work airtight around pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- G. Refinish surfaces to provide an even, uniform finish to match adjacent finishes. For continuous surfaces, refinish to nearest intersection. For an assembly, refinish entire unit.

3.04 CUTTING

- A. Perform cutting using methods least likely to damage adjoining construction or elements to be retained. Where possible, review proposed procedures with original installer; comply with original installer's recommendations.
- B. Where cutting is required, use tools designed for sawing, cutting and grinding, not hammering or chopping. Cut openings neat to sizes required with minimum disturbances to adjacent surfaces. Cut or drill from exposed or finished side into concealed surfaces to avoid marring finished surfaces.
- C. Perform cutting through concrete or masonry using cutting machines designed for this purpose such as carborundum saws or diamond core drills.

D. Where operable utility services are required to be removed, relocated or abandoned, bypass services such as pipes or conduits before cutting. Cut off pipes or conduits in walls or partitions to be removed; and cap, plug and seal remaining potions of pipe after by-passing.

3.05 PATCHING

- A. Patch with methods and materials that are the least obvious. Restore exposed finishes of patched areas and adjacent areas in a manner that will be indistinguishable in the finished Work.
- B. Where possible, inspect and test patched areas to demonstrate integrity of installation.

3.06 CLEANING

- A. Clean areas and spaces where cutting and patching have been performed or where such work areas were accessed.
- B. Remove excess paint, mortar, oils, putty or other items of similar nature from patched work and adjoining surfaces.
- C. Restore any and all damaged or displaced insulation or coverings on pipe, ductwork or in walls or ceiling spaces.

END OF SECTION 01 73 50

SECTION 01 74 00

CLEANING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for cleaning during construction and final cleaning prior to Substantial Completion.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Construction Execution".
 - 2. Special cleaning requirements for specific construction elements are included in appropriate Sections of Divisions 2 through 33.

PART 2 – PRODUCTS

2.01 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

- A. During construction period, Contractor shall keep the building, Project site, and adjacent properties free from accumulation of debris and waste materials at all times. The Contractor shall execute all cleaning procedures necessary to maintain these conditions.
- B. Provide adequate on-site containers for waste collection. Place all waste materials and debris in said containers in an expeditious manner to prevent accumulation. Remove waste from Project site when containers become full. Legally dispose of all such waste and debris off Project site. Dispose of no materials in adjacent waterways.
- C. Control windblown dust and materials subject to blowing. Wet down materials as necessary to prevent such occurrences.
- D. Allow no accumulation of food scraps or organic debris that may contribute to spread of rats, roaches, and other vermin. Contractor shall be responsible for securing services of any pest extermination during construction through Substantial Completion.
- E. Allow no graffiti or similar distasteful comments or illustrations to be authored on building materials or on any temporary or permanent construction on the Project site.
 Contractor shall monitor the Project for violations of this item, and shall take action to clean, cover, or replace subject materials as necessary.

3.02 FINAL CLEANING

- A. Prior to Date of Substantial Completion, clean all finished surfaces in accordance with manufacturers' product data and requirements of applicable sections of Specifications. All said cleaning shall be performed prior to Contractor's request that the Project or portion thereof be inspected for Substantial Completion. For the "final cleaning" employ experienced workers or professional cleaners. Quality of cleaning work shall be as expected in standard commercial building cleaning and maintenance programs.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
 - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
 - 2. Sweep paved areas and concrete surfaces broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 3. Remove petrochemical spills, stains, and other foreign deposits.
 - 4. Remove tools, construction equipment, machinery, and surplus material from the site.
 - Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - 6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 7. Broom clean concrete floors in unoccupied spaces.
 - 8. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - 9. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs.
 - 10. Leave the Project clean and ready for occupancy.
- C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.
- D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Make Material Safety Data Sheets (MSDS) available as required by applicable legal requirements for all cleaning agents used on the Project site. Remove waste materials from the site and dispose of lawfully. Comply fully with federal, state and local environmental and antipollution regulations.

3.03 GENERAL SITE MAINTENANCE

- A. Take precautions to prevent pollution of air, water and soil.
 - 1. Do not burn or bury waste materials or debris on Project site. Comply with government regulatory and legal requirements for disposal of waste.
 - 2. Do not dispose of volatile wastes such as paint, mineral spirits, oils or paint thinner in storm or sanitary drains, on pavements or in gutters of Project site.
 - 3. Do not handle or dispose of waste materials, debris, cleaning compounds or other chemicals in a manner that will contaminate the soil or be harmful to plant life on the Project site.

- 4. Comply with laws, rules regulations, ordinances, codes and authorities having jurisdiction over safety and environmental standards affecting the Project.
- B. Minimize discharge of rainwater and effluent into sewer and adjacent waterways.
 - 1. Provide temporary means of drainage to prevent flooding and ponding on the Project site.
 - 2. Prevent site erosion due to stormwater runoff.
 - 3. Control sediment discharges; filter out soil, debris and contaminants.
 - 4. Comply with all laws, rules, regulations, ordinances, codes and other legal requirements governing erosion control and stormwater runoff both on the Project site and leaving the Project site.
- C. Keep adjacent public ways free of debris, hazardous and unsanitary conditions and nuisances. Provide adequate traffic control by means of signs, signals and flagmen, as necessary.

END OF SECTION 01 74 00

SECTION 01 77 00

CONTRACT CLOSE-OUT

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Substantial Completion Procedures
 - 2. Final Completion Procedures

1.03 DEFINITIONS

- A. Substantial Completion: The time at which the Work is sufficiently complete in accordance with the Contract Documents so that the County can occupy or use the Work for it intended purpose.
- B. Final Completion: The stage at which all the Work has been satisfactorily completed in accordance with the Contract Documents.
- C. List of Incomplete Work: A comprehensive list of items to be completed or corrected, prepared by the Contractor for the purpose of obtaining certification of Substantial Completion. This list is also referred to as a "punch list."

1.04 SUBSTANTIAL COMPLETION PROCEDURES

- A. The Architect will perform one inspection for Substantial Completion, upon the request of the Contractor.
 - 1. One Certificate of Substantial Completion will be issued; this certificate will include all of the Work and not a portion or portions.
 - 2. If the Architect is unable to issue the Certificate of Substantial Completion because the Work is not considered to be substantially complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Architect's services.
- B. Prior to requesting Architect's inspection for Certificate of Substantial Completion, complete the following activities and list all known exceptions in the request:
 - 1. Obtain and submit the Certificate of Occupancy and any applicable operating permits from authorities having jurisdiction. Said certificates and permits (if applicable) shall enable County to have full and unrestricted use of the Work, and unrestricted access to services and utilities.
 - 2. Touch up and otherwise repair and restore marred exposed finishes and conduct the final cleaning of the Project as directed elsewhere in these Specifications.
 - 3. Inform Owner of necessary procedures for changing over utilities and services and other operational and maintenance responsibilities.
 - 4. Conduct for the Owner's personnel the demonstrations of equipment and systems and provide the operations and maintenance training required by the Contract Documents.
 - 5. Complete all graphics and signage, paving marking, and traffic control signage.
 - 6. Remove all temporary facilities from the Project site.

- 7. Deliver to the Owner all tools, spare parts, extra stocks of materials, and similar physical items as required by the Contract Documents.
- 8. Place fire extinguishers charged and ready to use. Extinguishers shall bear tags showing the date tested and by whom.
- 9. Make changeover to permanent locking system, transmit keys to Owner, and advise Owner's personnel of changeover in security. Accompany keys with Finish Hardware Schedule and tag each key to indicate which lock it operates.
- 10. Complete all other activities specified by the Contract Documents to be completed before Substantial Completion.
- C. Prior to requesting Architect's inspections for Substantial Completion, complete the following submittals (in triplicate unless specified otherwise):
 - 1. List of incomplete work.
 - 2. Reports on operations and maintenance training for Owner's personnel.
 - 3. Final report on testing, adjusting, and balancing of the HVAC system.
 - 4. All submittals specified in the Contract Documents to be completed before Substantial Completion.
- D. On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following the inspection or advise the Contractor of construction that must be completed or corrected before the Certificate will be issued. In the latter case, any follow-up inspections that must occur prior to granting Substantial Completion will be considered additional services by the Architect and will be compensated by the Contractor. The Certificate of Substantial Completion will be accompanied as necessary by a list of deficient work items (a Punch list) that must be completed or corrected by the Contractor prior to his requesting an inspection by the Architect for final acceptance and final completion of the Project.
- E. Upon completion of the inspection and determination that the Work is substantially complete; the Architect's shall prepare a Certificate of Substantial Completion (on AIA Form No. G704, 2000 edition, or its equivalent) establishing a date when the Project is sufficiently complete and suitable for the use it is intended, and identifying a Punch list. The Architect and County shall execute said Certificate.

1.05 FINAL COMPLETION PROCEDURES

- A. The Contractor's request for final inspection and final application for payment may coincide. The Architect will perform only one inspection for Final Completion, upon the request of the Contractor. The Contractor should take care that all requirements for Final Completion as indicated in the paragraphs below have been completed prior to submitting their request. If the Architect is unable to issue the certificate for final payment because the Work is not complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Architect's services.
- B. Prior to requesting Architect's final inspection for certificate of Final Completion and Final Payment, complete the following items and list any known exceptions in the request:
 - 1. Submit a copy of the Punch list of itemized work to be completed or corrected, stating that each item has been completed, corrected or otherwise resolved for acceptance.
 - 2. Submit final pay application accounting for all changes in Contract Sum, with final releases and support not previously submitted and accepted, including Consent of Surety to Final Payment.
 - 3. Submit special warranties, workmanship bonds, maintenance agreements, final certifications and similar documents required by Contract Documents or related to installed equipment and materials. Submit required closeout submittals listed herein.

C. Closeout Submittals:

- 1. Warranties: In accordance with Contract Documents, Contractor shall furnish his one-year warranty in writing, on the form bound hereinafter. Warranties for a longer period of time may be required by the Specifications. These warranties of a longer period also shall be assembled and submitted. Unless otherwise specified, all warranties shall commence on the Date of Substantial Completion. The warranties shall state the date on which they expire.
- 2. <u>Statutory Affidavit</u>: Before final closeout of the Work, the Contractor and Subcontractors shall furnish a Statutory Affidavit in the form attached to this section.
- 3. <u>Inspection Reports</u>: Secure and submit to the Owner, through the Architect, a certification from the local government agency or agencies having jurisdiction that the construction has been inspected as required by laws or ordinances, and that the Project is acceptable to the following authorities:

Local Building Inspector Local HVAC Inspector Local Plumbing Inspector Local Electrical Inspector Local Dept. of Public Utilities Local Development Inspector Fire Marshal

- 4. <u>Certificate of Substantial Completion and Certificate of Final Completion</u>: A Certificate of Substantial Completion including an accompanying Punch list for the Project will be prepared by the Architect for the purpose of establishing a date when the Project is sufficiently complete and suitable for the use it is intended. On final inspection of the Project, submit a Certificate of Final Completion verifying that Punch list items are complete and that all closing Documents and payments are in order (as shown by the accompanying Project Close-Out Check-Off List), and establishing a Date of Final Acceptance.
- 5. <u>Project Record Documents:</u> Submit to the Owner through the Architect the Project Record Documents (Drawings and Project Manual) specified elsewhere in these Specifications.
- 6. <u>Maintenance & Operations Manuals:</u> Submit to the Owner through the Architect the Operations and Maintenance Manuals specified elsewhere in these Specifications.
- 7. <u>Materials and Services List</u>: In addition to the Maintenance and Operations Manuals, prepare and submit to the Owner through Architect a list of all subcontractors and major suppliers who provided products, materials and services for the Project. Indicate company names, addresses, phone numbers, and personnel to contact for information or in case of problems. The list shall be typed in legible and organized format.
- 8. <u>Close Out Doc</u>uments:
 - 1. Special Warranties, in excess of one (1) year, Divisions 2 to 33
 - 2. Attic Stock
 - 3. Operations and Maintenance Data
 - 4. Project Record Documents

PROJECT CLOSE-OUT

CHECK-OFF LIST

| DOCUMENTS | NO. OF <u>COPIES</u> | DATE <u>RECEIVED</u> |
|---|-------------------------|-------------------------|
| Contractor's Warranty | | |
| Statutory Affidavit (Contractor's) | | |
| Statutory Affidavit (Sub-contractors') | | |
| Inspection Reports: | | |
| County Building Inspector County Plumbing Inspector County HVAC Inspector County Electrical Inspector County Dept. of Public Utilities County Development Inspector | | |
| Fire Marshal Occupancy Certificate | · | |
| Record Drawings and Specifications | | |
| Operations and Maintenance Manuals & related Submittals | | |
| Certificate of Receipt of Keys and Schedule | | |

CLOSE-OUT CHECK-OFF LIST (Continued)

| Special Warranties (beyond one-year limit): (List appropriate warranties) | NO. OF <u>COPIES</u> | DATE <u>RECEIVED</u> |
|--|-------------------------|-------------------------|
| | | |
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PROJECT CLOSE-OUT

CHECK-OFF LIST (Continued)

| Contractor: | Architect: Pred | cision Planning | , Inc. | |
|---|-----------------|------------------|-------------------------|---------|
| | | | | |
| Date Submitted to the Owner: | | | | |
| Date Submitted to the Architect: | | | | |
| I certify that, being familiar with the Contract Doc checked off hereinabove constitute all that are applied | | | est of my knowledge, th | ne item |
| Consent of Surety of Final Payment | | | | |
| Certificate of Final Completion | | | | |
| Certificate of Substantial Completion | | | | |
| Punchlist Items Completed | | | | |
| <u>DOCUMENTS</u> | | | | |
| | | NO. OF COPIES | DATE <u>RECEIVED</u> | |

STATUTORY AFFIDAVIT

| STATE | E OF | | |
|--------------------|---|--|--|
| COUN | TY OF | | |
| FROM | : | | |
| TO: | | | |
| mention | ontract entered into the day of 20, between the above-ned parties for the construction of at | | |
| KNOW | ALL MEN BY THESE PRESENTS: | | |
| 1. | The Undersigned hereby certifies that all work required under the above contract has been performed in accordance with the terms thereof, that all material, men, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character arising out of the performance of the contract which have not been paid and satisfied in full. | | |
| 2. | The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the County. | | |
| | The undersigned makes this affidavit as provided by law and for the purpose of receiving final payment in full settlement of all claims arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the County from any and all claims under or by virtue of the contract. | | |
| | TNESS WHEREOF, the undersigned has signed and sealed this instrument this, 20 | | |
| Persona who, af | ally appeared before the undersigned, | | |
| Notary | Public | | |
| This | date of, 20 | | |
| Mv cor | nmission expires | | |

CERTIFICATE OF FINAL COMPLETION

| OWNER: HART COUNTY BOA | RD OF COMMISSIONERS | |
|---|---|--|
| CONTRACTOR: | BONDING CO.:_ | |
| ARCHITECT: PRECISION PLA | NNING, INC. | |
| PROJECT NAME: HART COUNT | TY WASTE TRANSFER STATION | |
| CONTRACTOR: | | |
| (Name, Address) | | |
| TO (OWNER): | | |
| THIS CERTIFICATE COVERS TH | IE ENTIRE PROJECT | |
| this Contract has been reviewed at a verified by the attached Project Clo on the last date of this Certificate. F | e Contractor and Architect each certify the final inspection on | _, and found to be complete as accepts the Project as complete ted. Execution and acceptance |
| | tion has been issued establishing mencement of all Warranties and Guarar | |
| ARCHITECT | ВҮ | DATE |
| CONTRACTOR | BY | DATE |
| OWNER | BY | DATE |

END OF SECTION 01 77 00

SECTION 01 78 40

WARRANTIES

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Contract Closeout", specifies contract closeout procedures.
 - 2. Divisions 2 through 33, Specification Sections for specific requirements for warranties on products and installations specified to be warranted.
 - 3. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.03 DEFINITIONS

- A. Contractor's Warranty: Contractor shall provide a warranty on the Project that warrants that all labor and materials furnished and work performed are in accordance with the Contract Documents and will be free from defects due to defective materials and/or workmanship for a period of one year from the Date of Substantial Completion. Warranty shall be provided on the form provided in this Specification Section.
- B. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- C. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.04 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the work or part of the work, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.05 SUBMITTALS

- A. Submit written warranties to the Architect effective on the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution. Refer to Specifications Divisions 2 through 33 for specific Contract requirements and particular requirements for submitting special warranties.
- C. Form of Submittal: Compile two (2) copies of each required warranty properly executed by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the installer.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 - 3. Provide additional copies of each required warranty, as necessary, for inclusion in each required Operations and Maintenance Manual.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION

3.01 LIST OF WARRANTIES

A. Schedule: Provide warranties on products and installations as specified in the following Sections:

All utilized Divisions 1 through 33 Specification Sections as indicated.

3.02 CONTRACTOR'S WARRANTY

A. The format of submission of the Contractor's Warranty is included on the subsequent page in this Specification Section.

CONTRACTOR WARRANTY FORM

| PROJECT: | |
|---|---|
| LOCATION: | |
| OWNER: | |
| We,(Contractor's Name) | , Contractor |
| for the above referenced Project, do hereby warran performed are in accordance with the Contract Docur be free from defects due to defective materials and/or of Substantial Completion. This Warranty commences | ments and authorized modifications thereto, and will workmanship for a period of one year from the Date |
| (Date of Substantial Completion) | |
| and expires on: | |
| (One Year from Commencement Date) | |
| Should any defect develop during the warranty per arrangement; the same, including adjacent work displexpense to the Owner. | |
| The Owner will give the Contractor written notice of defective work within sixty (60) days after receiving and charge Contractor costs for such correction. Contractor | notice, the Owner may at its option, correct defects |
| Nothing in the above shall be deemed to apply to worthat was installed by another contractor. | k that has been abused or neglected by the Owner or |
| | For:(Company Name) |
| | By: |
| | Title: |
| | Date: |

END OF SECTION 01 78 40

SECTION 01 81 00

PROJECT RECORD DOCUMENTS

PART 1 – GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Maintenance of project record documents
 - 2. Record drawings or "as-builts"
 - 3. Record specifications
 - 4. Operations and Maintenance manuals

1.02 SUBMITTALS

- A. Project Record Documents: Project record documents consist of three (3) submittals: Record Drawings, Record Specifications, and Operations and Maintenance Manuals. These submittals shall be provided to the Owner through the Architect after the Date of Substantial Completion inspection.
 - 1. For Record Drawings, submit one (1) set to the Architect in form of opaque prints, marked and altered as required in this Section. Submit all Drawings, whether or not they have been modified.
 - 2. For Record Specifications, submit to Architect one (1) legible set marked or altered as required in this Section.
 - 3. For Operations and Maintenance Manuals, submit to Architect three (3) complete sets prepared in the manner described herein.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.01 MAINTENANCE OF PRODUCT RECORD DOCUMENTS

- A. Assign a person responsible for preparing and maintaining all record documents. Maintain the record documents in a secure location at the Project site but ensure that they are accessible to Contractor and Architect during normal working hours. Do not use the record documents for any type of construction purposes in the field.
- B. Record information on record documents as soon as possible after it is obtained. Mark Drawings and Specifications with a red pencil; make certain all notations are clearly legible. Incorporate into existing sets all new Drawings or Specifications issued by Architect. Mark shop Drawings if better suited to show the actual work.

3.02 RECORD DRAWINGS

- A. Maintain a complete set of opaque prints of the Drawings, including all sheets issued by Architect for addenda, clarifications or modifications. Record all information that indicates how the actual work differs from the Drawings and shows the details of installation that will not be obvious upon completion of construction, including:
 - 1. Existing conditions in variance with Contract Documents.
 - 2. Locations and depths of underground utilities.
 - 3. Actual equipment locations.
 - 4. Actual duct size and routing.
 - 5. Changes made by Change Order.

- 6. Changes made following the Architect's written order or directives.
- 7. Details not on original Contract Drawings.
- 8. Dimensional or location changes.
- 9. Finish changes.
- 10. New and revised details for assemblies, attachments, fittings, adjacencies, etc.
- 11. Actual routings of plumbing piping and electrical conduits.
- 12. Revisions to electrical circuits.
- 13. Sizes and routings of HVAC equipment.
- 14. Locations particular on other critical system elements concealed in construction.
- 15. Changes made by Contract modifications, cross-referenced to applicable modification.
- 16. New information that may be useful to the Owner, which was not shown in Contract Documents or subsequent product submittals, including details or clarifications issued by Architect as responses to Contractor's requests.
- B. Where a record drawing also is required as part of Operations and Maintenance Manuals, copy notations and marks to another copy of applicable Drawings for said purpose. Also mark shop Drawings as may be necessary for use in such manuals.
- C. Responsibility for Markup: The individual or entity who obtained record data, whether the individual or entity is the installer, subcontractor, or similar entity, shall prepare the markup on Record Drawings. Contractor has responsibility to ensure that this record is maintained.
 - 1. Accurately record information in an understandable drawing technique.
 - 2. Record data as soon as possible after obtaining it. Record and check the markup prior to enclosing concealed installations.
 - At time of Final Completion, submit Record Drawings to the Architect for the Owner's records.

3.03 RECORD SPECIFICATIONS

- A. Maintain a complete set of Specifications, including all pages issued by Architect for addenda, clarifications, and modifications. Record all information that indicates how the actual work differs from the Specifications, including:
 - 1. Product substitutions.
 - 2. Changes made by Contract modifications, cross-referenced to applicable modifications.
 - 3. New information that may be useful to the Owner, which was not shown in Contract Documents or subsequent product submittals, including details or clarifications issued by Architect as responses to Contractor's requests.

3.04 RECORD PRODUCT DATA

- A. During the construction period, maintain one (1) copy of each Product Data submittal for Project Record Document purposes.
 - 1. Mark Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Product Data submitted. Include significant changes in the product delivered to the site and changes in manufacturer's instructions and recommendations for installation.
 - 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 3. Note related Change Orders and markup of Record Drawings, where applicable.
 - 4. Upon Final Completion, submit a complete set of Record product Data to the Architect for the Owner's records.
 - 5. Where Record Product Data is required as part of maintenance manual, submit marked-up Product Data as an insert in the manual instead of submitting as Record Product Data.

3.05 MISCELLANEOUS RECORD SUBMITALS

- A. Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to Final Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Architect for the Owner's records.
 - 1. Categories of requirements resulting miscellaneous records include, but are not limited to, the following:
 - a. Field records on excavations and foundations.
 - b. Field records on underground construction in similar work.
 - c. Survey showing locations and elevations of underground lines.
 - d. Survey showing invert elevations of drainage piping.
 - e. Surveys establishing building lines and levels.
 - f. Ambient and substrate condition tests.
 - g. Certifications received in lieu of labels on bulk products.
 - h. Batch mixing and bulk delivery records.
 - i. Testing and qualification of tradesmen.
 - j. Documented qualification of installation firms.
 - k. Load and performance testing.
 - 1. Inspections and certifications by governing authorities.
 - m. Leakage and water-penetration tests.
 - n. Fire-resistance and flame-spread test results.
 - o. Final inspection and correction procedures.

3.06 OPERATIONS AND MAINTENANCE MANUALS

- A. Assemble and submit three (3) sets of hard bound, loose-leaf operations and maintenance manuals for the systems, equipment, finishes and other building components listed below in this section and otherwise provided for in the Specifications. Bind in individual heavy-duty, two -inch, three-ring binders, with pocket folders for folded sheet information and dividers with labeled index tabs. Label each manual on front and spine, indicating the project name and the nature of the information included in the manual. All text, Drawings and diagrams shall be legible and presented in an organized and coherent fashion.
- B. The Operations and Maintenance Manuals shall include information on the following building components:
 - 1. HVAC system, including equipment, distribution and controls.
 - 2. Electrical power system, including equipment, distribution, receptacles and connections.
 - 3. Electrical lighting.
 - 4. Electrical-powered equipment purchased and installed by Contractor.
 - 5. Plumbing system and fixtures.
 - 6. Miscellaneous equipment purchased and installed by Contractor.
 - 7. Building accessories.
 - 8. Interior finishes, including floor coverings, ceiling tile, paints and wallcoverings and any other finishes requiring special treatment.
 - 9. Finish hardware.
 - 10. Doors.
- C. For each of these components provide the following information as applicable to the component:
 - 1. Responsible subcontractor with address and phone number.
 - 2. Local supplier(s) with address and phone number.
 - 3. Nearest service organization (if applicable) with address and phone number.
 - 4. Operating instructions.
 - 5. Emergency instructions.
 - 6. Spare parts/stock list.

- 7. Warranties
- 8. Preventive maintenance requirements.
- 9. Cleaning requirements and instructions.
- 10. Product data and shop Drawings (referenced if maintained elsewhere).
- 11. Wiring diagrams.
- 12. Fixture schedule.

END OF SECTION 01 81 00

SECTION 01 81 50

SYSTEM DEMONSTRATION AND TRAINING

PART 1 – GENERAL

1.01 The work of this section consists of demonstrating systems and equipment to operating personnel. It also includes training of personnel.

1.02 COORDINATION

- A. Schedule demonstrations and training periods with Owner. Conduct training sessions after the equipment or system has been fully completed and operational, approved by inspections of manufacturer and/or authorities having jurisdiction as required. Schedule and provide training by manufacturer's representatives where required and as requested at no additional cost to the Owner.
- B. Training Schedule: This schedule lists the minimum system requirements for training and demonstration.
 - 1. Electrical and Lighting Equipment and Controls Systems

1.03 CLOSEOUT SUBMITTALS

- A. As specified in Specification Section 01 77 00.
- B. For each training session, the Contractor shall submit for approval a proposed outline of the subjects to be covered. The training shall not be conducted until the outline is approved.

PART 2 – PRODUCTS

PART 3 - EXECUTION

3.01 TRAINING

- A. As specified herein and in individual sections, furnish the services of instructors to train designated personnel in adjustment, operation, including seasonal and emergency operations, if applicable, maintenance, and safety requirements of equipment and systems. Instructors shall be thoroughly trained in operating theory as well as practical operation and maintenance work for each type of equipment or system. The sequence of the training shall follow the approved training outline.
- B. Individual sections specify the duration of training required. If no duration is listed, provide training of sufficient duration to adequately cover the subjects.
- C. Use Operating and Maintenance Data as a training guide.

END OF SECTION 01 81 50

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of existing site elements.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities, Controls and Services" for temporary construction and environmental-protection measures for selective demolition operations.
 - 2. Division 1 Section "Cutting and Patching" for cutting and patching procedures.
 - 3. Division 1 Section "Project Record Documents" for record document requirements.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled. Protect against damage and soiling during demolition and construction activities.

1.04 SUBMITTALS

- A. Qualification Data: For demolition firm.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, and continuation of utility services.
 - 4. Coordination of Owner's continuous use of adjacent drives on property.
- C. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations. Show locations on plan where photographs were taken. Submit before Work begins. All non-documented damage shall be replaced or repaired at no expense to the Owner.
- D. As-built drawings: Identify and accurately locate active subsurface utility lines at areas of work relating to this project. All below-grade <u>non-active</u> utility lines encountered within area of work shall be completely removed.

E. If hazardous materials are encountered and disposed of, provide landfill records indicating receipt and acceptance of hazardous waste by a landfill facility licensed to accept hazardous waste.

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Division 1, Section 01 31 20 Project Meetings.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review areas where existing construction is to remain and requires protection.
 - 4. Coordinate and receive approval from Owner for demolition schedule.

1.06 PROJECT CONDITIONS

- A. The existing drives will be used during construction. Contractor shall take extreme care not to damage or block existing drives. Scheduling work near or on existing drives will have to be coordinated with Owner's operations. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for proposal purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Adjacent sites, sidewalks and roadways will be occupied and used by the general public. Conduct selective demolition activities so that these operations will have minimum disruptions. Provide not less than 48 hours' notice to Owner of activities that will affect operations and traffic flow.
- F. Owner assumes no responsibility for actual condition of items to be demolished.
- G. Existing Items: Remove, replace, patch, and repair materials and surfaces cut or damaged during demolition and new construction activities, by methods and with materials that are equal or better in quality and quantity.
- H. Hazardous Materials: It is not expected that hazardous materials will be encountered, do not disturb; immediately notify Owner and Architect.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that all utilities in nearby area have been properly marked and disconnected and capped as required in areas to be demolished.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Perform surveys as the Work progresses to detect hazards resulting from demolition activities. Take immediate action to protect all personnel working in and around the project site.

3.02 PREPARATION

- A. Site Access: Conduct selective demolition and debris-removal operations to ensure minimum interference with and damage to trees, roads, streets, curbs, curb inlets, drains, walks, walkways, landscaping and other adjacent occupied and used facilities. All damage shall be repaired at Contractor's expense.
 - Do not close or obstruct streets, walks or other adjacent occupied or utilized facilities without permission from Owner. Provide alternate routes around closed or obstructed traffic ways if required.
- B. Temporary Facilities: Provide temporary fencing and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain for all phases of construction.
 - 1. Provide protection to ensure safe passage of people around selective demolition area.
- C. Conduct selective demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
 - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 3. Fencing/barriers shall be provided around all areas of demolition as required to prevent entry to area and injury to people.

3.03 POLLUTION CONTROLS

A. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3.04 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 - 1. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 - 2. Return elements of construction and surfaces to remain to condition before start of selective demolition operations.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - 1. Do not allow demolished materials to accumulate on-site.

- 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.06 CLEANING

A. Maintain a clean site on a daily basis to avoid blowing debris from the selective demolition activities. Upon completion of the project, the site and surrounding area shall be cleaned.

END OF SECTION 02 41 19

SECTION 10 44 00

FIRE EXTINGUISHERS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Fire extinguishers.
 - 2. Fire extinguisher brackets.

1.03 SUBMITTALS

- A. General: Submittals shall be in accordance with Specification Section 01 33 00.
- B. Product data for fire extinguishers.
- C. Warranty: Sample of warranty.

1.04 QUALITY ASSURANCE

- A. Single-Source Responsibility: Obtain extinguishers from one source from a single manufacturer.
- B. UL-Listed Products: Fire extinguishers shall be UL listed with UL listing mark for type, rating, and classification of extinguisher.
- C. Conform to NFPA 10 requirements for portable fire extinguishers.

1.05 COORDINATION

A. Coordinate actual quantities of fire extinguishers required with local authorities having jurisdiction.

1.06 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace fire extinguishers that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - i. Failure of hydrostatic test according to NFPA 10.
 - ii. Faulty operation of valves or release levers.
 - 2. Warranty Period: Six (6) years.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one (1) of the following:
 - 1. Amerex Corporation, Trussville, Alabama. www.amerex-fire.com (Basis of Design)
 - 2. Architect approved equal prior to proposal process.

2.02 FIRE EXTINGUISHERS

- A. General: Provide fire extinguishers at locations indicated on Drawings that comply with authorities having jurisdiction.
- B. Multipurpose Dry Chemical Type: UL-rated 4A -80BC, 10-lb nominal capacity, in enameled steel container. Basis of Design is Amerex Corporation Model B441.

2.03 MOUNTING BRACKETS

A. Mounting Brackets: Amerex Corporation model 809 heavy duty wall bracket.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Follow manufacturer's instructions for installation.
- B. Install in locations and at mounting heights indicated or, if not indicated, at heights to comply with applicable regulations of governing authorities.
 - 1. Fasten mounting brackets and cabinets to structure, square and plumb.

END OF SECTION 10 44 00

SECTION 13 34 00

PRE-ENGINEERED BUILDING

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Pre-engineered building and components including the following:
 - 1. Structural steel frame.
 - 2. Roof covering system including exterior roof panels, panel attachments, gutters, downspouts, sealants, mastics, trim and flashings.
 - 3. Exterior wall system including wall panels, panel attachments, sealants, mastics, trim and flashings.

1.02 RELATED SECTIONS

A. Structural Drawings – Cast-in-Place Concrete: Foundations and anchor bolts.

1.03 REFERENCES

- A. ASTM International (ASTM):
 - 1. ASTM A 36/ASTM A 36M Standard Specification for Carbon Structural Steel.
 - 2. ASTM A 325 Standard Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength.
 - 3. ASTM A 490 Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength.
 - 4. ASTM A 500 Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
 - 5. ASTM A 529/A 529M Standard Specification for High-Strength Carbon-Manganese Steel of Structural Quality.
 - 6. ASTM A 563 Standard Specification for Carbon and Alloy Steel Nuts.
 - 7. ASTM A 572/A 572M Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Steel.
 - 8. ASTM A 653/A 653M Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 - 9. ASTM A 792/A 792M Standard Specification for Steel Sheet, 55 percent Aluminum-Zinc Alloy-Coated by the Hot-Dip Process.
 - 10. ASTM A 1011 Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low Alloy with Improved Formability.
 - 11. ASTM B 117 Standard Practice for Operating Salt Spray (Fog) Apparatus.
 - 12. ASTM D 635 Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Self-Supporting Plastics in a Horizontal Position.
 - 13. ASTM D 870 Standard Practice for Testing Water Resistance of Coatings Using Water Immersion.
 - 14. ASTM D 1737 Method of Test for Elongation of Attached Organic Coatings with Cylindrical Mandrel Apparatus.
 - 15. ASTM D 1929 Standard Test Method for Ignition Properties of Plastics.
 - 16. ASTM D 2244 Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
 - 17. ASTM D 2794 Standard Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
 - 18. ASTM D 2843 Standard Test Method for Smoke from the Burning or Decomposition of Plastics.
 - ASTM D 4214 Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films.

- 20. ASTM E 72 Standard Test Methods of Conducting Strength Tests of Panels for Building Construction.
- 21. ASTM E 84 Standard Test Method for Surface Burning Characteristics of Building Materials.
- 22. ASTM E 96 Standard Test Methods for Water Vapor Transmission of Materials.
- 23. ASTM E 283 Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- 24. ASTM E 331 Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
- 25. ASTM E 1592 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
- B. AWS D1.1 Structural Welding Code; American Welding Society.
- C. Factory Mutual (FM): Wind classification rating system.
- D. IAS AC472 International Accreditation Services.
- E. NAIMA 202 Standard for Flexible Fiber Glass Insulation Used in Metal Buildings; North American Insulation Manufacturers Association.
- F. UL 580 Tests for Wind Uplift Resistance of Roof Assemblies; Underwriters Laboratories Inc.
- G. UL 723 Standard for Test for Surface Burning Characteristics of Building Materials; Underwriters Laboratories Inc.
- H. MBMA Metal Building Manufacturers Association.

1.04 DEFINITIONS

- A. Building Width: Measured from outside to outside of sidewall girts. Typically edge to edge of concrete.
- Building Length: Measured from outside to outside of end wall girts. Typically edge to edge of concrete.
- C. Building Line: Outside face of steel/girt.
- D. Building Eave Height: Measured from the top of the eave member at the outside of the sidewall girt line to the bottom of the sidewall column base plate or to finished floor if columns are on grout or recessed below finished floor.
- E. Bay Spacing: Measured from centerline to centerline of primary frames for interior bays and from centerline of the first interior frame to outside of end wall girts for end bays.
- F. Roof Pitch: The ratio of the vertical rise to the horizontal run (i.e., 1:12 = 1 inch of rise for every foot of horizontal dimension).

1.05 SYSTEM DESCRIPTION

- A. General:
 - 1. Provide metal building frame, metal wall panels, metal roof panels, accessories and miscellaneous materials for a complete enclosure including supports for building components specified in other sections.
 - 2. Design structural systems according to professionally recognized methods and standards and legally adopted building codes.
 - 3. Design under supervision of professional engineer licensed in the jurisdiction of the Project.

- B. Design Requirements:
 - 1. Bay size: Refer to Drawings.
 - 2. Roof pitch: Refer to Drawings.
 - 3. Design Loads: Refer to Drawings.
 - 4. Roof panels shall be TS-324, 24-gauge galvalume UL-90 rated.

C. Performance Requirements:

- 1. System to withstand gravity and lateral loads in compliance with contract documents and International Building Code requirements.
- 2. Refer to contract drawings for additional concentrated loads applied to pre-engineered building.
- 3. Design shall follow recommendations outlined in AISC's Specification for the Design, Fabrication and Erection of Structural Steel for Buildings".
- 4. Comply with MBMA recommendations.
- 5. Metal wall panels shall not to be used as shear elements.
- 6. Construct assembly to permit movement of components without buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subject to temperature range of 100 degrees F in a 24-hour period.
- 7. Design and fabricate wall and roof systems free of distortion or defects detrimental to appearance or performance.

1.06 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Design Data: Provide detailed design criteria and calculations prepared by a structural engineer licensed in the State of Georgia.
- C. Certification: Manufacturer certification that the building conforms to the contract documents and manufacturer's standard design procedures.
- D. Shop Drawings: Show building layout, primary and secondary framing member sizes and locations, cross-sections, and product and connection details.
 - 1. Anchor Bolt Installation Drawings: Layouts with minimum bolt diameters.
- E. Product Data: Information on manufactured products to be incorporated into the project.
- F. Selection Samples: For each finish product specified, two (2) complete sets of color chips representing manufacturer's full range of available colors and patterns.
- G. Verification Samples: For each finish product specified, two samples, minimum size 6 inches square, representing actual product, color, and patterns.
- H. Certificates: Welder certifications.

1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Not less than 5 years of experience in the actual production of specified products.
 - 1. Member of the Metal Building Manufacturer's Association (MBMA).
 - 2. Primary manufacturer of frames, secondary steel, roof and wall sheeting, and trim.
- B. Installer Qualifications: Firm experienced in application or installation of systems similar in complexity to those required for this project, plus the following:
 - 1. Acceptable to or licensed by manufacturer.
 - 2. 3 years of experience with systems.
 - 3. Successfully completed not less than 5 comparable scale projects using this system.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.09 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 WARRANTY

- A. Manufacturer shall warranty installed system for the periods described herein, starting from Date of Substantial Completion against all the conditions indicated below. When notified in writing from Owner, manufacturer/installer shall, promptly and without inconvenience and cost to Owner, correct said deficiencies.
 - 1. Materials and Workmanship Warranty:
 - a. Warranty Period: 1 year.
 - 2. TS-324 Standing Seam Roof Weathertightness Warranty:
 - a. Premium III No Dollar Limit, 20 years.
 - 3. Panel Finish Warranty:
 - a. Finish coating shall not peel, blister, chip, flake, crack or check in finish, and shall not chalk in excess of 6 No. ratings when measured in accordance with ASTM D-659-80.
 - b. Finish coating shall not change color or fade no more than 6 NBS units in accordance with ASTM D-659-80.
 - c. Panel finish: 20 years.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Acceptable Manufacturer: Inland Building Systems, 2141 Second Avenue S.W., Cullman, Alabama 35055, telephone: 800-438-1606, Web: www.inlandbuildings.com, Contact: Adam Posey.
- B. If a different manufacturer is proposed, the Contractor shall be fully responsible for all engineering costs associated with column reactions and redesign of foundations and footing systems. Contractor shall also be fully responsible for coordinating all items affected by change with no additional cost to Owner or delay in contract time.
- C. Requests for substitutions prior to proposal process will be considered in strict accordance with provisions of Section 01 63 00.

2.02 STRUCTURAL STEEL FRAMING

- A. Primary Framing: Solid web framing consisting of tapered or uniform depth rafters rigidly connected to tapered or uniform depth columns. Provide a clear span that supports the loads at bay spacing indicated. Steel for hot rolled shapes shall conform to the requirements of ASTM specifications A-36, A572 or A992, with a minimum yield of 36 or 50 KSI.
- B. Steel for built-up sections shall generally conform to the physical requirements of ASTM A1011, A1018 and A572 as applicable, with minimum yield of 50 or 55 KSI as indicated by the design requirements.

C. Steel for end-wall "C" sections shall generally conform to the physical requirements of ASTM A1011 Grade 55.

2.03 SECONDARY FRAMING

- A. Steel used to form purlins, girts and eave struts shall meet the requirements of ASTM A1011 Grade 55.
- B. Wind Bracing: Portal, torsional, diagonal bracing or diaphragm in accordance with manufacturer's standard design practices; utilizing rods, angles, and other members, with minimum yield strengths as required for design.
- C. Primary Frame Flange Bracing: Attached from purlins or girts to the primary framing, minimum yield strength as required for design.

2.04 BRACING

- A. Diagonal Bracing: Diagonal bracing in the roof and sideways shall be used to resist longitudinal loads (wind, seismic, etc.) in the structure.
- B. Flange Braces: The compression flange of all primary framing shall be braced laterally with angles connecting to the webs of purlins or girts so that the flange compressive stress is within allowable limits by any combination of loading.
- C. Special Bracing: When diagonal bracing is not permitted in the sidewall, a rigid frame type portal or fixed base column will be used. Wind bracing in the roof and/or walls need not be furnished where it can be shown that the diaphragm strength of the roof and/or wall covering is adequate to resist the applied wind forces.

2.05 ROOF COVERING SYSTEM

- A. Basis of Design Roof Panels shall be TS-324 Standing Seam: 24" panel width with 3 minor ribs in between seams. Panel seam shall be 3 inches tall.
 - 1. Material: Galvalume.
 - 2. Thickness: 24 gauge.
 - 3. UL-90 rated.
 - 4. Galvalume sheet shall have a minimum yield of 50 ksi and conform to ASTM 792-99a.
 - 5. One side of the panel shall be female in configuration, which will have factory applied mastic inside the female seam. The male and female seams will be continuously locked together by an electrically powered mechanical seamer.
 - 6. Length: Refer to roof plan.

2.06 WALL COVERING SYSTEM

- A. Wall Panels: PBR Panel, 36-inch coverage with 1-1/4-inch-high major ribs at 12 inches on center with minor ribs spaced between the major ribs.
 - 1. Refer to Elevation Drawings for locations.
 - 2. Thickness: 26 gauge.
 - 3. Side laps: Two fully overlapping major ribs secured together with 1/4-inch (6 mm) diameter color-matched carbon steel fasteners.
 - 4. Length: Continuous from sill to roof line.
 - 5. End laps, where required: 4 inches wide, located at a support member.
 - 6. Crimp panels at the base to achieve no gaps against the foundation greater than 1/16 inch and notch to match roof panel configuration at the eave.

2.07 ROOF ACCESSORIES

- A. Eave Gutters: Roll-formed 26-gauge steel sheet, with gutter straps, fasteners and joint sealant; manufacturer's standard color.
 - 1. Downspouts: Refer to Drawings for locations and sizes.

2.09 MATERIALS

- A. Structural Steel Plate, Bar, Sheet, and Strip for Use in Bolted and Welded Constructions: ASTM A 572/A 572M, A 529/A 529M, A 1011 or A 36/A 36M Modified 50, with minimum yield strength of 55,000 psi (380 MPa).
- B. Galvanized Structural Steel Material for Use in Roll Formed or Press Broken Secondary Structural Members: ASTM A 563, with minimum yield strength of 60,000 psi (410 MPa).
- C. Galvanized Steel Sheet for Roll Formed or Press Broken Roof and Wall Coverings, Trim and Flashing: ÅSTM A 653/A 653M, with minimum yield strength of 50,000 psi (345 MPa).
- D. Galvalume Steel Sheet Used in Roll Formed or Press Broken Roof Covering: Aluminum-zinc alloy-coated steel sheet, ASTM A 792/A 792M, with minimum yield strength of 50,000 psi (345 MPa); nominal coating weight of 0.5 oz per sq ft (152 kg/sq m) both sides, equivalent to an approximate coating thickness of 0.0018 inch (0.05 mm) both sides.
- E. Hot Rolled Steel Shapes: W, M and S shapes, angles, rods, channels and other shapes; ASTM A 500, ASTM A 572/A 572M or ASTM A 36/A 36M as applicable; with minimum yield strengths required for the design.
- F. Structural Bolts and Nuts Used with Primary Framing: High strength, ASTM A 325 bolts and ASTM A 563 Grade C nuts.
- G. Bolts and Nuts Used with Secondary Framing Members: High Strength ASTM A 325 Bolts and ASTM A 563 Grade C nuts.
- H. Panel Fasteners:
 - 1. For Galvalume and KXL finished roof panels: Stainless steel-capped carbon steel fasteners with integral sealing washer.
 - 2. For wall panels: Coated carbon steel.
 - 3. Color of exposed fastener heads to match the wall panel finish.
 - 4. Concealed Fasteners: Self-drilling type, of size as required.
 - 5. Provide fasteners in quantities and location as required by the manufacturer.
- I. Flashing and Trim: Match material, finish, and color of adjacent components. Provide trim at rakes, including peak and corner assemblies, high and low eaves, corners, bases, framed openings and as required or specified to provide weathertightness and a finished appearance.
- J. Sealants, Mastics and Closures: Manufacturer's standard type.
 - 1. Provide at roof panel end laps, side laps, rake, eave, transitions and accessories as required to provide a weather resistant roof system; use tape mastic or gun grade sealant at side laps and end laps.
 - 2. Provide at wall panel rakes, eaves, transitions and accessories.
 - Closures: Formed to match panel profiles; closed cell elastic material, manufacturer's standard color.
 - 4. Tape mastic: Pre-formed butyl rubber-based, non-hardening, non-corrosive to metal; white or light gray.
 - 5. Gun grade sealant: Non-skinning synthetic Elastomeric based material; gray or bronze.

2.10 **FABRICATION**

- A. Fabrication: Fabricate according to manufacturer's standard practice.
 - Fabricate structural members made of welded plate sections by jointing the flanges and webs by continuous automatic submerged arc welding process.
 - 2. Welding operators and processes: Qualified in accordance with AWS D1.1.
 - 3. Field connections: Prepare members for bolted field connection by making punched, drilled, or reamed holes in the shop.
- B. Component Identification: Mark all fabricated parts, either individually or by lot or group, using an identification marking corresponding to the marking shown on the shop drawings, using a method that remains visible after shop painting.

2.11 **FINISH**

- Schedule of Finishes: A.
 - Roof color shall be Galvalume.
 - Wall color shall match adjacent building. Seek approval prior to ordering. 2.
 - 3. Gutters and Downspouts shall match wall color. Seek approval prior to ordering.
- B. Shop Coat: Manufacturer's standard rust inhibitive primer paint; manufacturer's standard color.
 - Finish all structural steel members using manufacturer's standard shop coat, after cleaning of oil, dirt, loose scale and foreign matter.

PART 3-EXECUTION

3.01 **EXAMINATION**

- A. Verification of Conditions: Examine areas and conditions under which work is to be performed and identify conditions detrimental to proper and or timely completion.
 - Verify foundations are properly installed, to correct dimensions and within acceptable tolerances.
 - 2. Verify location of covered or built-in work.
 - 3. Do not proceed until unsatisfactory conditions have been corrected.

3.02 **PREPARATION**

- A. Framing Erection: Erect framing in compliance with AIS Specification and the latest edition of the MBMA metal building systems manual.
- B. Provide for erection and wind loads. Provide temporary bracing to maintain structure plumb and in alignment until completion of erection and installation of permanent bracing. Locate braced bays as required by manufacturer.

3.03 **ERECTION OF FRAME**

- Install in accordance with manufacturer's instructions. A.
- B. Do not erect frames without complete installation of tie beams and anchorages.
- C. Set column base plates with non-shrink grout to full plate bearing.
- D. Do not field cut or alter structural members without written approval.
- E. After erection, prime bolts, welds, abrasions, and surfaces not primed with primer used in shop painting.

3.04 INSTALLATION OF WALL AND ROOF SYSTEM

- A. Install in compliance with manufacturer's instructions.
- B. Exercise care when cutting prefinished material to ensure cuttings do not remain on finish surface.
- C. Fasten cladding system to structural supports, aligned level and plumb.
- D. Locate end laps over supports. End lap panels according to manufacturer's recommendations. Place side laps over adjacent panel and mechanically seam or stitch fastener per erection guidelines.
- E. Provide expansion joints as required.
- F. Use concealed fasteners.
- G. Install sealant and gaskets to prevent weather penetration.
- H. Install system free of rattles, noise due to thermal movement, and wind whistles.
- I. Install gutter system in compliance with manufacturer's instructions.
- J. Seal wall and roof accessories watertight and weathertight with sealant in compliance with building manufacturer's standard procedures.
- K. Rigidly support and secure gutters and downspouts. Joint lengths with formed seams sealed watertight. Flash and seal gutters to downspouts.
- L. Tolerances:
 - 1. Framing Members: 1/4 inch from level; 1/8 inch from plumb.
 - 2. Racking: 1/8 inch from true position. Provide shoring to maintain position prior to cladding installation.

3.05 FIELD QUALITY CONTROL

- A. Testing by Contractor:
 - 1. Roof installation inspection by roof manufacturer's representative; as required as part of warranty provision.
- B. Testing by Owner:
 - 1. High Strength Bolted Connections: Specification for Structural Joints Using ASTM A 325 or A 490 Bolts, with minimum testing of bolted connections per the arbitration inspection procedure.
 - 2. Welded Connections: AWS. Visual inspection of 100 percent of welds. Ultrasonic inspection of 50 percent of full and partial penetration welds. A rejection rate greater than 5 percent will increase the inspection to 100 percent.
 - 3. General Testing: For materials and installed tolerances.

END OF SECTION 13 34 00

SECTION 31 11 00

CLEARING AND GRUBBING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This section covers all clearing and grubbing together with the removal and disposal of items.
- B. Related Work Specified Elsewhere: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.
 - 1. Division 31 Section "Earthworks" for site excavating, filling, disposal of surplus earth and debris and finishing grading.
 - 2. Division 31 Section "Earthworks" for excavating, filling, and backfilling for building construction.
 - 3. Division 31 Section "Earthworks" for erosion, sedimentation and pollution control measures.

1.02 JOB CONDITIONS

A. Condition of Premises:

- 1. Accept the premises as found and clear the site as specified. The Owner assumes no responsibility for condition of site nor continuation in condition existing at time of proposal or thereafter. Assume risk regarding damage or loss, whether by reason of fire, theft, or other casualty or happening.
- Assume all risk for downstream adjoiners from damage due to erosion, sediment or pollution.

B. Protection:

- 1. Existing Vegetation. Thoroughly protect from damage, existing individual trees, groups of trees, shrubbery, lawns and other vegetation to remain. Replace at no cost to the Owner, any trees, shrubs or sod in the same quantity and size as existing to remain which are severely damaged or destroyed.
- 2. Public and Property. Accomplish all Work in a manner that provides for the safety of the public and all workmen and provide for the protection of all property.
- 3. Protect all downstream adjoiners from erosion, sediment and pollution.
- 4. Contact the Utility Protection at (811) in ample time to have all existing utilities located. Field verify the horizontal and vertical location of all utilities prior to construction operations. Protect all utilities from damage or interruption. Contractor is solely responsible for any damages occasioned due to his failure to verify the location or protection of utilities.

C. Access:

1. Maintain vehicular access throughout the duration of the project to all adjacent or nearby properties.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 INSTALLATION/APPLICATION/PERFORMANCE/ERECTION

A. Clearing and Grubbing:

- Clearing. Fell trees, dispose of trees and other vegetation designated for removal, together with the downed timber, snags, brush and rubbish, occurring within the construction limits. Trim individual trees and groups of trees designated to be left standing within the cleared areas of all dead branches and of all live branches to such heights and in such manner as are indicated on the Drawings or directed by the Architect. All limbs, branches and roots damaged during construction, together with those required to be trimmed, shall be neatly cut next to the bole of the tree or main branch or root. Cuts more than 2 inches in diameter thus made and any injury to the tree trunk or main branches shall be immediately painted with tree wound paint.
- 2. Grubbing. Remove and dispose of all stumps, all matted roots and all roots larger than 3 inches in diameter in all construction areas.
- 3. Removal. Remove all cleared and grubbed materials completely away from the site. Do not store or permit debris to accumulate on the site. If the Contractor fails to remove excess debris promptly, the Owner reserves the right to cause same to be removed at Contractor's expense.
 - Remove all temporary structures when they are no longer required. a.
 - Legally dispose of all cleared and grubbed materials removed from site. b.

END OF SECTION 31 11 00

SECTION 31 22 00

GRADING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section covers excavation, fill, disposal of surplus earth and debris and finished grading. Also included are wrecking, demolition and removal of on-grade or below-grade obstructions.
- B. Related Work Specified Elsewhere: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Section, apply to this Section.
 - 1. Division 31 Section "Earthwork" for clearing and grubbing.
 - 2. Division 31 Section "Earthwork" for excavating, filling and backfilling for building construction.
 - 3. Division 31 Section "Earthwork" for erosion, sedimentation and pollution control measures.

1.02 QUALITY ASSURANCE

- A. Workmanship:
 - 1. Perform all Work in accordance with requirements of the Drawings and Specifications and in a manner which will ensure reasonable accuracy in preserving lines and levels shown.
- B. Tests:
 - Sufficient tests to ascertain that the specified density is being obtained, throughout the fill
 and backfill, will be made by a Geotechnical Engineer selected by the Owner and paid by the
 Owner.
- C. Observations & Instruction:
 - 1. Removal of unsuitable material shall be made at the direction and under the observation of the Geotechnical Engineer.
- D. Conform to applicable Local, State and Federal (OSHA) rules and regulations.
- E. A Georgia Registered Land Surveyor employed by the Contractor shall lay out all work and survey and maintain all property lines and bench marks throughout construction.

1.03 SUBMITTALS

- A. General: Submittals shall be in accordance with Specification Section 01 33 00.
- B. Contractor shall submit a detailed time schedule of all earthwork operations to the Architect/Geotechnical Engineer for review prior to commencing work.
- C. Any deviations from earthwork design concept shall be represented by the submittal of detailed engineered Shop Drawings which clearly illustrate the intent and scope of said deviation(s) for review and approval prior to proceeding with same.

1.04 NOTIFICATION

A. Contractor shall coordinate activities with Geotechnical Engineer and notify Geotechnical Engineer 24 hours minimum prior to commencing grading, excavation, land clearing and removal operations.

B. Contractor shall notify all utilities in ample time for necessary measures to be taken to prevent interruption of service when utility lines which are to be removed, relocated and/or severed are encountered.

1.05 JOB CONDITIONS

- A. Contractor shall survey and establish all property lines, property documentation, clearing boundaries, and existing grades and lay out grade stakes for structures and appurtenances. If existing grades are at variance with Drawings, Contractor shall promptly notify Architect and receive instructions prior to proceeding further with the Work. Contractor shall be fully responsible for conditions resulting from his failure to do so. Contractor shall utilize a Registered Land Surveyor currently registered to practice land surveying in the State of Georgia.
- B. Contractor, upon becoming aware of subsurface conditions such as trash or unsuitable soils, shall notify Owner and the Architect as soon as possible. No claim by Contractor for any conditions differing from those anticipated in the Drawings and Specifications shall be allowed, unless Contractor has so notified Owner as required above of conditions.
- C. Contractor is solely responsible for all earth quantities and to render the finished grade elevations of the Project as indicated on the Drawings. Exportation (i.e., "haul off") of "excess" soil materials to achieve final design grade shall be included in the Contract Sum.
- D. Environmental Requirements:
 - 1. Burning. No burning of waste from clearing or grubbing will be permitted.
 - Newly Graded Areas. Take every precaution and temporary measure necessary, such as temporary seeding, to prevent damage from erosion of freshly graded areas. Repair any settlement or washing that may occur prior to completion of the work and re-establish the grades to the required elevations and slopes at no additional cost to the Owner. This shall apply to damage to the newly graded areas within the construction limits and damage to adjacent properties by eroded materials.
 - 3. Any underground utilities found to exist within the earthwork and not shown on the Drawings shall be removed and/or relocated in accordance with the General Requirements.

E. Utility Location:

- 1. Notify all utility companies by calling the Utility Protection Center at 811 in ample time for necessary measures to be taken to prevent interruption of service when utility lines which are to be removed are encountered.
- 2. Move, relocate, reroute any and all said utilities, poles, guys, appliances or appurtenances as required or coordinate said relocation as part of the base bid.

F. Protection:

- 1. Trees.
 - a. General Protection. The Contractor shall be responsible for the protection of tops, trunks and roots of existing trees on project site that are to remain. Box, fence or protect existing trees subject to construction damage before any work is started, remove boxing when directed. Do not permit heavy equipment or stockpiles within branch spread. Remove interfering branches without injury to trunks and cover scars with tree paint.
 - b. Grading Around Trees. Where excavating, fill or grading is required within the branch spread of trees that are to remain, the Work shall be performed as follows:
 - (1) Trenching. When trenching occurs around trees to remain, do not cut the tree roots but tunnel the trench under or around the roots by careful hand digging and without injury to the roots.
 - (2) Raising Grades. When the existing grade at tree is below the new finished grade, and fill not exceeding 6 inches is required, place clean washed gravel graded from 1- to 2-inch size directly around the tree trunk. The

- gravel shall extend out from trunk on all sides a minimum of 18 inches (450 mm) and finish approximately 2 inches above the finished grade at tree. Install gravel before any earth fill is placed. New earth fill shall not be left in contact with the trunks of any trees requiring fill.
- (3) Trees marked for preservation that are buried in fills over 6 inches deep shall have an open dry well of durable masonry (without mortar) situated at least 12 inches from the tree trunk. Drain all wells properly. Before fills of over 6 inches are made upon the tree root areas, spread at least a 6-inch layer of broken stone or coarse gravel covered by inverted sods to facilitate proper drainage and aeration.
- (4) Lowering Grades. Under the drip-line of existing trees in areas where the new finished grade is to be lowered, regrading Work shall be done by hand to elevation as indicated. Cut roots as required cleanly 3 inches below finished grade and cover scars with tree paint.
- (5) Trees marked for preservation that are located more than 6 inches above proposed grades shall stand on broad rounded mounds and be graded smoothly into the lower level. Cut exposed or broken roots clean and cover with topsoil.
- G. Maintain vehicular access to all properties nearby and adjacent throughout the duration of the project.
- H. Contractor shall provide dewatering and drainage as required to accomplish the Work. No excavation may proceed until a suitable dewatering plan has been provided and approved by the Owner, Architect and Geotechnical Engineer. Contractor shall take care to ensure that ponding of water does not occur. In the event that ponding of water does occur, Contractor shall immediately take the necessary measures to eliminate said ponding. Submit dewatering procedures to Owner and Architect for review. All dewatering shall be included in the Contract.
- I. All expenses related to removal, relocation, replacement and/or rerouting of any and all existing utilities or other built, stored, stockpiled items of any kind, surface or subsurface is the responsibility of Contractor and shall be included in the Contract Sum.

PART 2 - PRODUCTS

2.01 TOPSOIL

A. Topsoil shall consist of local, fertile, friable, natural soil of loamy character, free of clay lumps, stones in excess of 3" in greatest dimension, typical of project locality, and containing no chemicals harmful to plant growth.

2.02 UNSUITABLE SOIL

- A. Unsuitable soil materials shall consist of materials not capable of being compacted to density required; rock, debris and organic material including muck, which is a wet organic material which cannot support rolling or light trawler tractor type of equipment and requires removal by power shovels or draglines; or material otherwise identified, classified and quantified as unsuitable by the Geotechnical Engineer.
- B. Non-organic materials are considered as unsuitable include non-organic debris not capable of being compacted to density required including, but not limited to, metal objects such as appliances, metal fencing, tires, etc.
- C. Wet soil is not considered unsuitable soil; Contractor must dry wet soil out to render it usable and must be capable of being compacted to the density requirements.

D. Suitability of materials encountered on site relates only to the utility of said materials within the context of this project, on the subject site. Suitability to be determined by the Geotechnical Engineer.

2.03 FILL

- A. Suitable fill material shall consist of local, clean, non-active, organic free subsoil, free from debris, roots, topsoil, frozen material and rock fragments equal to or less than 3". In areas of massive fills or disposal pits, the Geotechnical Engineer shall determine the maximum size of rock. The soil should exhibit a plasticity index of 30 or less and a dry unit weight of at least 90 PCF. Residual material to be used as fill material shall be tested and approved by Geotechnical Engineer for degree of compaction specified for its intended use.
- B. For fill soils to be imported, the Contractor is responsible to provide samples of same for laboratory testing by the Geotechnical Engineer to determine moisture/density relationship (Proctor value). Additionally, the Contractor shall identify the location of any "borrow pits" so that the Geotechnical Engineer may inspect same to determine suitability of the general soils which the Contractor intends to import to the project site.

2.04 GRAVEL

A. Gravel fill shall consist of crushed stone or gravel, graded so that 100% passes 1-1/2" sieve, meeting ASTM C33 specification for #57 stone.

2.05 CRUSHED STONE (CRUSHER RUN)

A. Crushed stone shall consist of sound durable particles of crusher run rock, passing a two-inch sieve and not more than seven percent passing a No. 200 sieve and free from unsuitable materials.

2.06 GRANULAR BEDDING

A. Granular bedding and backfill material shall consist of a granular soil, sand, chert, crushed stone or mixture of these, all of which passes a ¾-inch sieve, 80% passing a 3/8-inch sieve and not more than 12% passing a No. 200 sieve. Material shall be free of organic matter and debris.

2.07 ROCK

- A. Rock consists of three (3) types: Rippable Weathered Rock, Mass Rock and Trench Rock. Rippable Weathered Rock is part of the Work and shall be included in the Contract Sum. Mass Rock and Trench Rock removal shall be paid for at the unit price in the Unit Price Schedule as classified, qualified and quantified by Geotechnical Engineer.
 - 1. Rippable Weathered Rock is defined as residual material having a volume greater than one cubic yard that, in the opinion of the Geotechnical Engineer, can be effectively plowed, spaded, or removed with power driven excavating equipment having been first loosened with a track-mounted bulldozer equipped with a ripper shank.
 - 2. Mass Rock and Trench Rock are defined as residual material having a volume greater than 1 cubic yard for mass excavation or ¾ cubic yard for trench or pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, or blasting.
 - a. Mass Rock Mass Excavation: Late-model, track mounted bulldozer equipped with single-tooth ripper shank; rated at not less than 230 HP flywheel power and developing a min. of 50,000-lbf pryout force; measured according to SAEJ-732.
 - b. Trench Rock Excavation of Trenches and Pits: Late-model., track-mounted hydraulic excavator; equipped with a 42-inch wide, short-tip-radius rock bucket; rated at not less than 120-hp flywheel power with bucket-curling force of not less than 25,000 lbf and stick-crown force of not less than 18,700 lbf; measures according to SAEJ-1179.

3.01 INSTALLATION/APPLICATION/PERFORMANCE/ERECTION

A. Grading.

- 1. When fills are to be constructed over cultivated or fallowed land, the entire area upon which the fill is to be constructed shall first be cleared of vegetation and then smoothed with a blade grader. When fills are to be constructed over sodded surfaces, strip the sod to a depth of 2 inches. Then roll these smoothed or stripped surfaces to the specified density required for fill prior to the fill material placement. Dispose of stripped material as waste and completely remove from the site.
- 2. Conservation of Topsoil. Excavate the topsoil as necessary to reach underlying non-organic soils and spread on areas already graded and prepared for topsoil or deposit in storage piles convenient to the areas which are subsequently to receive application of topsoil. All landscape areas to receive 4 inches of topsoil. Stockpile topsoil free of roots, stones and other undesirable material. Keep topsoil, when stored, separate from other excavated materials. Cover storage piles as required to prevent wind blown dust. Topsoil stockpiles are to be contained with at least one row of type 'A' silt fence and are to be seeded and mulched to prevent erosion.
- 3. Proof-rolling. After the site has been properly drained, and all organic surface soils have been removed, the site shall be inspected by a Geotechnical Engineer and proofrolled at that time. Proofrolling shall consist of several overlapping passes of a loaded 25-ton dump truck. The purposes of the proofrolling will be to detect any areas where soft or unstable soils are present, as well as to improve the density of the loose near-surface soils. Proofrolling shall be performed in the presence of the Geotechnical Engineer who can observe any areas where remedial action may be required. Any soft or yielding area shall be thoroughly undercut and replaced with structural fill compacted to meet the requirements of the area being undercut as directed by a Geotechnical Engineer. The groundwater level should be maintained at a depth of at least 2 feet below the depth of vibratory rolling operations. This work should be anticipated. A minimum of four complete overlapping passes shall be made in each of two perpendicular directions.
- 4. Excavation. Perform excavation of material of every description and of whatever substances encountered within the grading limits of the project to the lines and grades indicated on the Drawings. Any material excavated that is not required to achieve final grade elevations shall be considered excess and is the responsibility of the Contractor. Perform excavation and filling in a manner and sequence that will provide drainage at all times.
 - a. Rock: If rock is encountered, as described in Article 2.7, clear away earth and expose materials. Notify Architect/Geotechnical Engineer and receive written instructions prior to excavations. Geotechnical Engineer shall identify, qualify and verify quantity and extent of rock to be excavated. Only rock excavation done in accordance with Architect/Geotechnical Engineer's instructions will be paid for by Owner in accordance with Specification Section 01 27 00 Unit Prices of the Contract. Contractor shall remove rock in accordance with the following:
 - i. To a depth of six inches (6") below proposed slabs and pavement.
 - ii. Twenty-four inches (24") on each side of and below footings of the proposed building walls.
 - iii. Six inches (6") below and eight inches (8") to each side, conduits, ducts and pipes installed in utility trenches, with minimum width of thirty-six inches (36").
 - iv. Twelve inches (12") below finished design level in areas to receive landscaping and seeding.
 - b. Suitable Material: Transport to and place all suitable excavated material in the fill areas within the limits of the work as specified and as shown on the Drawings.
 - c. Unsuitable Material: All excavated materials to achieve designed subgrades, such as weeds, sod, trash, construction debris, perishable materials, logs, stumps, and

- any surplus or excess of excavated material which is not required for fill, shall be removed from project site and legally disposed of by the Contractor at no additional cost to the Owner.
- 5. Preparation of Ground Surface for Fill. Sloped ground surfaces steeper than 5 to 1 upon which fill is to be placed shall be plowed, stepped or broken up in such a manner that fill material will bond with the existing surfaces. Wet and compact prepared surfaces as specified.
- 6. Fills. Construct fills at the locations and to the lines and grades indicated on the Drawings. Make sure that the completed fill corresponds to the shapes shown on the Drawings or meets the requirements of the particular case. Use all suitable material removed from the excavation in forming the necessary fill. All fill material shall be reasonably free from logs, stumps, sod, weeds, or other perishable material, trash, frozen material and from all stones having a maximum dimension greater than 6 inches. No stones shall be permitted in the top 12 inches of fills. Place the material in successive horizontal layers to a depth that will allow required compaction to be achieved throughout the full depth of the lift and in no case exceeding 12 inches in loose depth. Keep fill material spread uniformly. Remove any soft sections, and fill holes or depressions to required grades with approved material and shape the entire area to line, grade, and cross section and thoroughly compact as specified. The Contractor is responsible for adjustment of the moisture content of the fill material if necessary, so that the specified compaction can be obtained. The rough grade for the entire site or portion thereof shall be approved by the Architect before placement of any topsoil.
 - a. Subgrade Preparation. Shape, dress, moisten and compact as specified subgrades for all drives, parking areas, sidewalks and other structures. Test the subgrade for crown, elevation and density in advance of placing pavement.
 - b. Spreading of Topsoil. Upon completion of rough grading, spread the stockpiled topsoil for a uniform depth of 4 inches, after settlement, over all areas graded under this Contract not receiving other surfacing, just prior to the seeding or landscaping operation. Before spreading the topsoil, scarify the graded areas for a depth of 3 inches and repair all settlements and washes.
- 7. Finished Grading. Accomplish uniformly smooth grading of all areas covered by the Project, including excavated and filled sections and adjacent transition areas so that the finished surface is smooth, compacted and free from irregular surfaces changes. The degree of finish shall be that ordinarily obtainable from blade-grader operations except as otherwise specified. The finished surface shall be not more than 2 inches above or below the established grade or approved cross section. Finish all swales so as to drain readily.
- 8. Backfill material shall be the same as specified for fill and shall be placed and compacted as specified for fill unless otherwise noted.
- 9. Granular Fill.
 - a. Construct granular fill material when called for on the Drawings on the previously prepared subgrade to the lines and grades and thicknesses and dimensions shown on the Drawings.
 - b. Place and spread materials on previously prepared subgrade that has been moistened sufficiently to prevent moisture loss in foundation materials but not enough to cause soft spots. Place sufficient material so that when spread, struck off by an approved template and compacted as required herein, the resulting granular fill shall be of the required thickness and shape.
 - c. After compaction, check the surface with template and straightedge and correct and recompact all high or low spots.
- 10. Controlled Blasting
 - a. All blasting operations shall be conducted in full compliance with all the laws of the State of Georgia, all local ordinances and with all possible care so as to avoid injury to persons and property. The rock shall be well covered and sufficient warning shall be given to all persons in the vicinity of the work before blasting. Care shall be taken to avoid damage to all water pipes, gas pipes, or other structures and to private property. In addition, to observing all municipal and other ordinances relating to the storage and handling of explosives, conform to any further

- regulations which the Owner/Geotechnical Engineer shall deem necessary.
- b. If rock below design limits as indicated on the Drawings is shattered on account of holes having been drilled too deep or too heavy charges of explosives used or for any other reasons due to blasting, and if, in the opinion of the Architect/ Geotechnical Engineer, said shattered rock is unfit for foundation, the shattered rock shall be removed and the excavation refilled as required by the Architect/Geotechnical Engineer at the expense of the Contractor.
- c. Contractor shall perform blasting only after receiving written approval from Architect/Owner and notifying Owner's insurance company of intent. Engage skilled mechanics to perform blasting. Provide heavy mats to minimize concussion. Handle, store and use explosives in accordance with the "Manual of Accident Prevention in Construction of the Associated General Contractors of America, Inc.", latest edition, with amendments.
- d. Adequate and timely notification to all residents within a one-half mile (½) radius of the site of intent to conduct blasting operations.

3.02 FIELD QUALITY CONTROL

- A. Compaction.
 - Compact each layer of fill by rolling with approved rollers. All compaction operations shall be monitored and approved by Geotechnical Engineer. Refer to Structural Drawings and Geotechnical soils report for requirements.
 - 2. Crushed stone is to be placed in maximum 18" lifts and consolidated with hand compaction equipment.
- B. Testing. A Geotechnical Engineer selected by the Owner shall make the following tests. All costs for tests shall be covered by Owner.
 - 1. Soil compaction testing frequencies as follows:
 - a. (1) test per 2' depth per 2000 sf. under building pads.
 - b. (1) test per 2' depth per 5000 sf. under paved areas.
 - c. (1) test per 2' depth per 10000 sf. elsewhere.
 - d. (1) test per 2' depth per 50 lf. of trench backfill.

END OF SECTION 31 22 00

SECTION 31 23 00

EXCAVATING AND FILL

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section covers the excavation, filling and backfilling complete.
- B. Related Work Specified Elsewhere: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Section, apply to this Section.
 - 1. Division 31 Section "Earthwork" for clearing and grubbing.
 - 2. Division 31 Section "Earthwork" for site excavating, filling, disposal of surplus earth and debris and finished grading.
 - 3. Division 31 Section "Earthwork" for erosion, sedimentation and pollution control measures.

1.02 QUALITY ASSURANCE

- A. Tests:
 - Sufficient tests to ascertain that the specified density is being obtained, throughout the fill
 and backfill, will be made by a Geotechnical Engineer selected by the Owner and paid by the
 Owner.
- B. Observation and Instruction:
 - 1. Remove unsuitable material at the direction and under the observation of the Geotechnical Engineer.
- C. Contractor shall maintain a Survey of all property lines and bench marks by a Georgia Registered Land Surveyor. Maintain same throughout the duration of the project.

1.03 SUBMITTALS

- A. General: Submittals shall be in accordance with Specification Section 01 33 00.
- B. Test Reports:
 - 1. Submit all field test results to Architect and Owner for review.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Storage of Materials, Equipment, and Fixtures:
 - 1. Material Storage. Stockpile suitable excavated materials, until required for backfill or fill. Place, grade, and shape stockpiles for proper drainage. Do not stockpile on edge of excavations.

1.05 JOB CONDITIONS

- A. Environmental Requirements:
 - 1. Water.
 - a. Ground Water. Keep the building excavation free of seepage and ground water at all times. The Contractor shall be responsible for the lowering of the ground water level to at least three feet below the proposed foundation bearing elevation.
 - b. Surface Water. Prevent surface water from running into the excavated areas. Water which accumulates in the excavation shall be removed promptly. Furnish and maintain all necessary bailing, draining, pumping and sheathing.
 - c. The Contractor shall be responsible for all additional work required if ingress of ground and/or surface water softens excavated areas.

B. Protection:

- 1. Repair damage done to Owner's property or any other property on or off premises by reason of required Work.
- 2. Existing Underground Utilities. Have all utilities marked and verify horizontal and vertical locations of all utilities. Contact the Utility Protection Center at 811. Any underground utilities found to exist within the building excavation and not shown on the Drawings shall be removed and/or relocated in accordance with the terms of the Contract.
- 3. Temporary Protective Fence. Erect and maintain a temporary fence around any excavations for public safety in accordance with local ordinances.

C. Access:

 Maintain vehicular access throughout the duration of the project to all adjacent or nearby properties.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Use fill and backfill material consisting of suitable soil excavated from the excavation, select borrow material or granular material, all subject to approval. Reference Specification Section 31 22 00 PART 2 PRODUCTS, 2.3 FILL. If the Contractor elects to use other sources for fill material instead of natural excavation he shall do so at his own expense. Use material free of organic soil, trash, lumber, frozen material, chunks of concrete or other debris.
 - Structural Fill Material. Reference Specification Section 31 22 00 PART 2 PRODUCTS, 2.3
 FILL.
- B. Granular Material: When called for on the Drawings, use the material specified herein, placed and compacted as specified under "PART 3. EXECUTION."
 - 1. Granular Fill or GAB Beneath Slabs-On-Grade. Use free draining gravel or GAB conforming to GA DOT specifications.
 - 2. Free Draining Granular Fill for Backfill. Use sand-gravel conforming to the gradation for granular fill beneath slabs-on-grade if noted on plans.
- C. Unsuitable Soils: Reference Specification Section 31 22 00 PART 2 PRODUCTS 2.02.
- D. Definition of Rock: Reference Specification Section 31 22 00 Part 2 PRODUCTS 2.07 ROCK.
 - 1. The contractor should exercise extreme caution when blasting near the proposed finished grade or in localized blasting for individual footings. If blasting damages soil, partially weathered rock, or rock which is to support foundations or slabs, the damaged material shall be removed.

PART 3 - EXECUTION

3.01 INSTALLATION/APPLICATION/PERFORMANCE/ERECTION

- A. The Contractor accepts full responsibility for all excavations. Protect all excavations from collapse. Where possible, embankments over 5' shall have a slope no greater than 1-1/2 horizontal to 1' vertical.
- B. Excavation, General Requirements:
 - General Excavation. Excavation shall conform to the dimensions and elevations indicated
 on the Drawings for each building and structure and all work incidental thereto. Excavation
 shall be carried far enough beyond the wall line to permit removal of forms and application
 of damp-proofing or waterproofing as specified. The bottom surface of all excavations shall
 be leveled off at the depth required.
 - a. All material shall be unclassified, and is to be excavated by normal excavation

- methods, including ripping, blasting, etc.
- b. All excavated material required for grading around buildings shall be placed as specified under Section 31 22 00 GRADING.
- Excavated materials which are considered unsuitable and surplus of excavated material not required for fill shall be known as waste and shall be legally disposed of offsite.
- d. Additional costs of labor and materials due to careless excavation beyond the lines and depths shown by the Drawings shall be borne by the Contractor.
- 2. Footing Excavation. Excavation for footings shall be cut vertically from the widest part of the footing. Undercutting for footing projections will not be permitted.
 - a. In conditions where suitable bearings are encountered at different elevations from those indicated on the Drawings, the Architect shall direct in writing that the excavation be carried to elevations above or below those indicated on the Drawings.
- 3. Trench Excavation. Carefully excavate trenches included in the building maintaining a minimum width and in no way impairing the bearing value of any footing or foundation.
- 4. Slabs-on-grade. Where excavation is made below the elevations indicated on the Drawings, restore to the proper elevation in accordance with the procedure hereinafter specified for filling.
- 5. Employ bracing designed by a Georgia Registered Structural Engineer as needed.

C. Filling and Backfilling.

- 1. Placement. Prior to filling or backfilling, clean area of all trash and debris. Remove forms prior to any backfilling. When subgrade is of less than the specified density, bring to proper moisture content and compact as herein specified. This may include scarifying the top 6 inches of subgrade surface. Place earth or friable materials in successive horizontal layers of material of not more than 6 inches (compacted thickness). Hand tamp or vibrate backfill adjacent to foundation walls and around piers. Wet or dry by aeration each layer and then compact as specified. Methods of compacting shall be subject to review. Do not damage or endanger adjacent construction or facilities.
 - a. Fill shall be brought to the grades indicated on the Drawings.
 - b. Backfill shall be brought to a suitable elevation above grade to provide for anticipated settlement and shrinkage thereof. Work to the final grades established immediately around the building.
 - c. Construct granular fill beneath slabs-on-grade on the previously prepared subgrade to the lines, grades, thicknesses and dimensions shown on the Drawings at the locations indicated. Place and spread material on previously prepared subgrade that has been moistened sufficiently to prevent moisture loss in foundation materials but not enough to cause soft spots. Place sufficient material so that when spread, struck off by an approved template and compacted as required herein, the resulting granular fill is of the required thickness and shape. After compaction, check the surface with template and straight edge, and correct and recompact all high or low spots.

2. Compaction.

- a. Compact each layer of fill by rolling with approved rollers. All compaction operations shall be monitored and approved by Geotechnical Engineer. Refer to Structural Drawings and Geotechnical soils report for requirements.
- b. Contractor shall be responsible for wetting soils or drying as required with no additional cost to Owner.

D. Performance:

- 1. Perform all Work in accordance with the requirements of the Drawings, specifications, and applicable local codes and in a manner which will ensure reasonable accuracy in preserving lines and levels shown on the Drawings.
- 2. Filling and compaction shall be monitored by the Geotechnical Engineer.
- 3. The Contractor shall be responsible for the documentation of the quantities of mass or trench

to be removed from the site. Measurements of the elevations of rock (prior to blasting) shall be made by the Contractor's blasting subcontractor by drilling test holes in the presence of the Geotechnical Engineer. The actual volume of rock removed from the project will be calculated from the comparison of before-blast rock elevations and the elevations of excavation as required by the Construction Documents.

3.02 FIELD QUALITY CONTROL

A. Field Tests:

- 1. Compaction Tests. Soil compaction testing frequencies as follows:
 - a. (1) test per 2' depth per 2000 sf. under building pads.
 - b. (1) test per 2' depth per 5000 sf. under paved areas.
 - c. (1) test per 2' depth per 10000 sf. elsewhere.
 - d. (1) test per 2' depth per 50 lf. of trench backfill.
- 2. Areas which do not meet the compaction specifications should be re-compacted to achieve compliance. In confined areas, such as utility trenches, the use of portable compaction equipment and thin lifts of 3 to 4 inches may be required to achieve compaction. Where full-time inspection by a Geotechnical Engineer is required, the number of tests shall be as required by the Geotechnical Engineer.
 - a. Test Failure. When fill or backfill does not meet the required compaction, remove, re-compact and retest at no expense to the Owner or Architect.
 - b. Inspection. The Contractor shall notify the Geotechnical Engineer at least two (2) days prior to the Work to be inspected. Cooperate with the Geotechnical Engineer to facilitate the keeping of records specified herein and as required by the Geotechnical Engineer. The Geotechnical Engineer is a representative of the Owner and the Contractor shall assume toward him all the obligations and responsibilities that he assumes toward the Architect.

END OF SECTION 31 23 00

SECTION 31 25 00

EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.01 SCOPE

A. Submittals and Permits:

- 1. General: Submittals shall be in accordance with Specification Section 01 33 00.
- All fines imposed for improper erosion, sedimentation and pollution control shall be paid by the Contractor.
- 3. Land disturbance activity shall not commence until the Land Disturbance Permit is issued.
- 4. Submit with the required Schedule of Values a monthly monetary figure for maintenance of all erosion, sediment and erosion controls and Best Management Practices (BMP's) controls.
- 5. Include within the overall project schedule all erosion, sediment and pollution control operations. Illustrate understanding that all said measures are to be continuously maintained throughout the duration of the project until vegetation is stabilized and all sources of pollution are rendered non-active.
- 6. All replacement of measures as operations progress or are sequenced are part of the scope of this contract.
- 7. The Contractor shall adhere to all NPDES measures and requirements.
- 8. The extent of all erosion, sediment, and pollution control measures are the Contractor's responsibility.

B. Basic Principles:

- 1. Contain all erosion, sediment and pollution on the project site.
- Conduct the earthwork and excavation activities in such a manner to fit the topography, soil type and condition.
- 3. Minimize the disturbed area and the duration of exposure to erosive elements.
- 4. Stabilize disturbed areas immediately.
- 5. Safely convey run-off from the site to an outlet such that erosion will not be increased off site.
- 6. Do not encroach upon watercourses or any downstream properties.
- 7. Comply with all required Best Management Practices (BMP's) for this site.
- 8. Install and/or replace erosion, sediment and pollution control measures concurrent with or prior to any land disturbance activities.
- C. Temporary Erosion and Sedimentation Control: In general, temporary erosion and sedimentation control procedures shall be directed toward:
 - 1. Preventing soil erosion at the source.
 - 2. Preventing silt and sediment from entering any waterway if soil erosion cannot be prevented.
 - 3. Preventing silt and sediment from migrating downstream in the event it cannot be prevented from entering the waterway.
- D. Permanent Erosion Control: Permanent vegetative cover shall be established on all non-paved disturbed areas and permanent erosion control measures shall be implemented to prevent sedimentation of the waterways and to prevent erosion of the Project site.

1.02 QUALITY ASSURANCE

A. General: Perform all work under this Section in accordance with all pertinent rules and regulations including, but not necessarily limited to, those stated herein and these Specifications.

- B. All work shall conform to the "Manual for Erosion and Sediment Control in Georgia published by the Georgia Soil and Water Conservation Commission.
- C. Acquire a copy of "Field Manual for Erosion and Sediment Control in Georgia, Vegetation and Structural Best Management Practices (BMP's) for Land Disturbing Activities" as published by the Georgia Soil and Water Commission, latest edition.
- D. Conflicts: Where provisions of pertinent rules and regulations conflict with these Specifications, the more stringent provisions shall govern.

PART 2 – PRODUCTS

2.01 TEMPORARY EROSION AND SEDIMENTATION CONTROL MATERIALS

- A. Silt Fence: Silt fence shall meet the requirements of Section 171 Temporary Silt Fence of the Department of Transportation, State of Georgia, Standard Specification, latest edition. Silt fence fabric must be on the Georgia DOT qualified Product List.
- B. Erosion Control Blanket:
 - 1. Slopes > 3:1 (33% or greater) as shown on the Drawings:
 - a. Biodegradable netting impregnated with excelsior woodfiber such as manufactured by "Curlex".
 - b. "Ero-Mat" by Verdyol
 - c. "Bon Terra CS2" (slopes > 3:1)
 - d. Or Equal as approved by Architect or Architect's Engineer
 - 2. Slopes < 3:1 (33% of less) as shown on the Drawings:
 - a. "Bon Terra CS1"
- C. Filter stone shall be crushed stone conforming to Georgia Department of Transportation Table 800.01H, Size Number 3.
- D. Colloidal Polymer applied as a liquid such as silt stop APS 600 series as manufactured by Applied Polymer Systems, Norcross, GA, or approved equal.
- E. Colloidal Polymer applied in a dry form such as Silt Stop 700 Series as manufactured by Applied Polymer Systems, Norcross, GA, or approved equal.

2.02 RIP RAP

- A. Stone Rip Rap: Use sound, tough, durable stones resistant to the action of air and water. Slabby or shaley pieces will not be acceptable. Specific gravity shall be 2.0 or greater. Rip rap shall have less than 66 percent wear when tested in accordance with AASHTO T-96. Unless shown or specified otherwise, stone rip rap shall be Type 3 rip rap.
 - 1. Type 1 Rip Rap: The largest pieces shall have a maximum volume of two cubic feet. At least 35 percent of the mass shall be comprised of pieces which weigh 125 pounds or more. The remainder shall be well graded down to the finest sizes. Rock fines shall comprise a maximum of 10 percent of the total mass. Rock fines are defined as material passing a No. 4 sieve. Rip rap size shall conform to Georgia Department of Transportation Section 805.01 Stone Dumped Rip Rap, Type 1.

2.03 FILTER FABRIC

A. The filter fabric for use under rip rap shall be a monofilament, polypropylene woven fabric meeting the specifications as established by Task Force 25 for the Federal Highway Administration. The filter fabric shall have an equivalent opening size (EOS) of 70.

- B. Filter fabric under rip rap shall be equal to Mirafi, Amoco or Exxon.
- C. Filter fabric shall not be used under rip rap at stream crossings.

2.04 CONCRETE

- A. Concrete shall have a compressive strength of not less than 3,000 psi, with not less than 5.5 bags of cement per cubic yard and a slump between 3 and 5 inches. Ready-mixed concrete shall be mixed and transported in accordance with ASTM C 94. Reinforcing steel shall conform to the requirements of ASTM A 615, Grade 60.
- B. Provide a concrete mix design for job mixed concrete for the Architect's approval.

PART 3 – EXECUTION

3.01 GENERAL

- A. Standards: Provide all materials and promptly take all actions necessary to achieve effective erosion and sedimentation control in accordance with the Georgia Erosion and Sedimentation Act of 1975 with latest amendments, local enforcing agency guidelines and these Specifications.
- B. Implementation: The work shown on the approved plans and working drawings shall be considered a minimum requirement. What is shown does not relieve the Contractor of the responsibility to actively take all steps necessary to control soil erosion, sedimentation and pollution.

3.02 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Temporary erosion and sedimentation control procedures should be initially directed toward preventing silt and sediment from departing the site boundaries or enter any drainage ways.
- B. Silt dams, silt fences, traps, barriers, rock, check dams, appurtenances and other temporary measures and devices shall be installed as indicated on the Approved Plans and Working Drawings, shall be maintained until no longer needed, and shall then be removed. Deteriorated hay bales and dislodged filter stone shall be replaced with new materials.
- C. Where permanent grassing is not appropriate, and where the Contractor's temporary erosion and sediment control practices are inadequate, the Architect may direct the Contractor to provide temporary vegetative cover. Such temporary vegetative cover shall be provided by the Contractor in accordance with the Vegetative Schedules shown on the Drawings.
- D. All erosion and sedimentation control devices, including check dams, shall be inspected by the Contractor at least weekly and after each rainfall occurrence and cleaned out and repaired by the Contractor as necessary or as directed by the Architect.
- E. Temporary erosion and sedimentation control devices shall be installed and maintained from the initial land disturbance activity until the satisfactory completion and establishment of permanent erosion control measures and permanent vegetative cover is established on all non-paved disturbed areas. At that time, temporary devices shall be removed.
- F. For all newly disturbed, graded or exposed soil surfaces, apply 1.5 gals/acre of APS 600 Series Silt Stop as manufactured by Applied Polymer Systems, Norcross, GA or equal in a hydroseeder mix of appropriate seed, fertilizer, lime, and mulch for the same acre. Follow all manufacturer's instructions and recommendations. Do not mechanically disturb treated areas after application. (This does not include foot traffic as necessary to install erosion control blanket). Contractor shall furnish and install as necessary a minimum 200 lbs. of APS 700 Series Silt Stop as manufactured by Applied Polymer Systems, Norcross, GA. or equal for incidental "touch-up" or point source erosion areas.

3.03 PERMANENT EROSION CONTROL

- A. Permanent erosion control shall include:
 - Restoring the work site to its original contours, unless shown otherwise on the Drawings or directed by the Architect.
 - Permanent vegetative cover shall be performed in accordance with Article 3.04 Grassing of this Section.
- B. Permanent erosion control measures shall be implemented as soon as practical after the completion of pipe installation or land disturbance for each segment of the Project. In no event shall implementation be postponed when no further construction activities will impact that portion or segment of the Project. Partial payment requests may be withheld for those portions of the Project not complying with this requirement.

3.04 GRASSING

A. General:

- 1. All references to grassing shall relate to establishing permanent vegetative cover as specified herein for seeding, fertilizing, mulching, etc.
- 2. When final grade has been established, all bare soil, unless otherwise required by the Contract Documents, shall be seeded, fertilized and mulched in an effort to restore to a protected condition. Critical areas shall be sodded as approved or directed by the Architect.
- 3. Specified permanent grassing shall be performed at the first appropriate moment following establishment of final grading in each section of the site.
- B. Where permanent vegetative cover (grassing) cannot be immediately established due to season or other circumstances, the Contractor shall provide temporary vegetative cover. The Contractor shall return to the site at the appropriate season to install permanent vegetation in areas that have received temporary vegetative cover, if not previously provided. If a permanent species was sown at the same time as the temporary species, the Contractor shall return to the site at the appropriate season to inspect the grassing, and if necessary, reseed those areas which are unsatisfactory.

3.05 EROSION CONTROL BLANKET

- A. Furnish and install erosion control blanket in coordination with permanent grassing on all disturbed areas.
- B. Follow manufacturer's recommendations and instructions relating to installation.

3.06 RIP RAP

- A. Rip rap shall be placed as shown on the Drawings and at all points where banks of streams or drainage ditches are disturbed by excavation, or at all points where natural vegetation is removed from banks of the streams or drainage ditches. Carefully compact backfill and place rip rap to prevent subsequent settlement and erosion. This requirement applies equally to construction along side a stream or drainage ditch as well as crossing a stream or drainage ditch.
- B. Preparation of Foundations: The ground surface upon which the rip rap is to be placed shall be brought in reasonably close conformity to the correct lines and grades before placement is commenced. Where filling of depressions is required, the new material shall be compacted with hand or mechanical tampers.
- C. Placement of Filter Fabric: The surface to receive fabric shall be prepared to a relatively smooth condition free from obstructions, depressions and debris. The fabric shall be placed with the long dimension running up the slope and shall be placed to provide a minimum number of overlaps. The strips shall be placed to provide a minimum width of one foot of overlap for each joint. The filter

fabric shall be anchored in place with securing pins of the type recommended by the fabric manufacturer. Pins shall be placed on or within 3 inches of the centerline of the overlap. The fabric shall be placed so that the upstream strip overlaps the downstream strip. The fabric shall be placed loosely so as to give and therefore avoid stretching and tearing during placement of the stones. The stones shall be dropped no more than three feet during construction. The fabric shall be protected at all times during construction from clogging due to clay, silts, chemicals or other contaminants. Any contaminated fabric or any fabric damaged during its installation or during placement of rip rap shall be removed and replaced with uncontaminated and undamaged fabric at no expense to the Owner.

- D. Placement of Rip Rap: The rip rap shall be placed on a 6-inch layer of soil, crushed stone or sand overlaying the filter fabric. This 6-inch layer shall be placed to maximize the contact between the soil beneath the filter fabric and the filter fabric. Rip rap shall be placed with its top elevation conforming with the finished grade or the natural slope of the stream bank and stream bottom.
 - 1. Stone Rip Rap: Stone rip rap shall be dumped into place to form a uniform surface and to the thickness specified on the Drawings. The thickness tolerance for the course shall be –6 inches and +12 inches. If the Drawings or the Proposal documents do not specify a thickness, the course shall be placed to a thickness of not less than 18 inches.
 - 2. Grouted Rip Rap: Reference the Drawings for grouted rip rap which is required as a minimum at the outlet headwalls.

END OF SECTION 31 25 00

SECTION 33 40 00

STORM SYSTEMS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section covers the complete installation of all storm systems.
 - 1. All storm sewer systems shall be constructed to the locations shown on the Drawings.
 - 2. All Work shall be in conformance with the requirement of local codes and ordinances.
- B. Related Work Specified Elsewhere: Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.
 - 1. Division 31 "Earthwork" for grading.
 - 2. Division 31 "Earthwork" for erosion and sedimentation control.
 - 3. Division 31 "Earthwork" for excavating and filling.
 - 4. Division 33 "Utilities" for other exterior utilities.

1.02 QUALITY ASSURANCE

- A. Testing Agency: Samples and tests, as required, are to be made by an independent testing laboratory provided by the Owner.
- B. Allowable Tolerances: The allowable dimensional alignment for gravity sewers shall be:
 - 1. Minimum 1% slope, unless otherwise shown on the Drawings.

1.03 SUBMITTALS

- A. General: Submittals shall be in accordance with Specifications Section 01 33 00.
- B. Shop Drawings: Shop Drawings shall include:
- C. Storm sewer pipe and fittings.
- D. Cast or ductile iron castings.
- E. Manholes, sand filter, and oil water separator.
- F. Outlet control structure.
- H. Certificates: Provide manufacturer's certified analysis or certificate of compliance shall be furnished for all shipments of pipe, cast iron frames, grates and covers, valves and other miscellaneous material required under this Section of the Specifications.

1.04 JOB CONDITIONS

- A. Protection of Existing Utilities Structures:
 - 1. Have all utilities marked, verify horizontal and vertical locations. Call Utility Protection Center at 811. Protect the existing utilities shown on the Drawings or the locations of which are known prior to excavation, from damage during excavation and backfilling of trenches, and if damaged, repair them at no expense to the Owner. Any existing line or utility structure which is not shown on the Drawings or the location of which is not made known in sufficient time to avoid damage, if inadvertently damaged, shall be repaired by the Contractor and adjustment in payment will be made in accordance with Specification Section 01 03 50. In any event, make repairs under the supervision of the utility concerned.

B. Removal of Utilities:

1. All utilities indicated to be removed or abandoned shall be removed or abandoned in accordance with the regulations and requirements of the governing utility or code authority.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Brick. Brick for manholes shall conform to ASTM C 32, Grade SS or SM.
- B. Concrete. All cast-in-place concrete shall have 3000 psi 28 days compressive strength, air entrained and shall conform to ASTM C 94 for ready mixed concrete.
- C. Mortar. Mortar for masonry manholes shall consist of one-part Portland cement and two parts fine sand. Lime may be added to the mortar in the amount of not more than 25 percent of the volume of cement.

2.02 FABRICATION AND MANUFACTURE

- A. Storm Sewer:
 - 1. Pipe.
 - a. Reinforced Concrete Pipe (RCP). Conform to GADOT Section 843.
 - b. Corrugated Metal Pipe (ACCMP) for bituminous coated pipe and base metal conform to AASHTO standard M36 and AASHTO designation M-190 Type A. The gage of the base metal is detailed on the Drawings, or aluminized corrugated pipe.
 - c. Polyvinyl Chloride Pipe (PVC) shall be Schedule 40 PVC.
 - d. High density plastic pipe (HDPE) as manufactured by Crumpler Pipe or Hancor Pipe See location of pipe and details as shown on the Drawings.
 - 2. Pipe Joints.
 - a. Concrete and reinforced concrete pipe joints shall be installed with rubber gaskets conforming to ASTM Standard C 443. The gaskets shall be designed specifically for the pipe being installed, i.e., tongue and groove, bell and spigot, recessed groove, etc.
 - b. Corrugated metal pipe joints shall be made with connecting bands conforming to AASHTO standard M36. In addition, the connecting bands shall be bituminous coated as specified for the pipe.
- B. Reinforcing steel. Reinforcing steel to be deformed bars except where otherwise noted on plans and conform to ASTM A 615, Grade 40.
- C. Manhole and inlet steps. Where required, provide manholes and inlets with steps equal to M.A. Ind. Inc., #PS-1 or #PS-1-PF as approved by local authorities, not less than 10 inches in width built into and thoroughly anchored in the walls and spaced uniformly approximately 12 inches apart. Steps will not be required unless the depth from cover of manhole or inlet to invert of main sewer exceeds 4 feet.
- D. Manhole and cleanout frames and covers and inlet gratings. Provide cast iron conforming to ASTM A 48, Class 30. All castings to be true to pattern, in forms and dimensions, free from faults, sponginess, cracks, blowholes and other defects affecting their strength. Bearing surfaces between frames and covers to be machined, fitted together, and match-marked to prevent rocking.
- E. Precast reinforced concrete manhole sections shall conform to ASTM C 478.

PART 3 - EXECUTION

3.01 EXCAVATION

- A. General. Perform all excavation of every description and of whatever substances encountered, to the depths indicated on the Drawings. During excavation, deposit material suitable for backfill in an orderly manner a sufficient distance from the excavation banks to avoid overloading and to prevent slides or cave-ins. Waste material unsuitable for backfill as directed by Geotechnical. Grade as necessary to prevent surface water from flowing into trenches or other excavations, and remove any water accumulating therein by pumping or by other acceptable method. Unless otherwise specified, all excavation shall be by open cut. Keep the banks of trenches and excavation for structures as nearly vertical as practicable and where required, properly sheet and brace. Fill any unauthorized excess excavation below the levels indicated for structures or pipe with sand, gravel or concrete.
- B. Trench Excavation. Excavate true to line to an elevation a minimum of 3' above the top of pipe to provide a clear space of not less than 6 inches nor more than 8 inches on either side of the pipe. Grade the bottom of the trenches accurately to provide uniform bearing and support for each section of the pipe on undisturbed soil at every point along its entire length, except for the portions of the pipe sections where it is necessary to excavate for the proper sealing of pipe joints. Bell holes and depressions for joints dug after the trench bottom has been graded, and in order that the pipe rest upon the prepared bottom for as nearly its full length as practicable, to be only of such length, depth and width as required for properly making the particular type of joint. Replace any material excavated beneath pipe entering and leaving manholes and inlets with concrete and extend such concrete fill to the center of pipe for a distance of at least 3 feet from face of manhole and inlet and terminate at a joint.
- C. Rock Excavation. Where rock is encountered, carry the excavation to a depth of at least 6 inches below the bottom of the pipe. No part of trench excavations shall be carried more than 12 inches below the bottom of the pipe. Backfill the trench with selected loose, moist earth and compact to provide proper bedding for the pipe. Rock removal is part of the work and shall not be considered for additional payment.
- D. Unsuitable Material. Where the bottom of the trench is found to be unstable or to include ashes, cinders, all types of refuse, vegetable or other organic material, or large pieces or fragments of inorganic material, which in the judgment of the Geotechnical engineer, should be removed, excavate and remove such unsuitable material to a minimum depth of 6 inches below the pipe. Backfill the trench with selected bedding material and compact to provide uniform and continuous bearing for the pipe. Dispose of the unsuitable material.
- E. Shoring Requirements. Perform all shoring and sheeting that is required to protect the excavation and to safeguard employees. Widen excavation to provide for space occupied by shoring and sheeting.

3.02 INSTALLATION/APPLICATION/PERFORMANCE/ERECTION

- A. Pipe.
 - 1. Laying Pipe. Shape the bottom of the trench by hand to give substantially uniform circumferential support to the lower fourth of each pipe. Where applicable, pipe laying shall proceed upgrade with the tongue or spigot ends pointing in the direction of the flow. Each pipe to be laid true to line and grade indicated on the Drawings and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, clean the interior of the sewer of all dirt and superfluous materials. Where cleaning after laying is difficult because of small pipe size, keep a suitable swab or drag in the pipe and pull forward past each joint immediately after the joining has been completed. If the maximum width of the trench at the top of the pipe as specified is exceeded, install, such concrete cradling, pipe encasement or other bedding as may be required by the Geotechnical Engineer to support the added load of the backfill. Keep

trenches for all sections of the sewer free from water until the pipe-jointing material has set and the trench backfilled. Do not lay pipe when the condition of the trench or the weather is unsuitable for such work. At times when the work is not in progress, keep open ends of pipes and fittings securely closed so that no trench water, earth or other substance will enter the pipe or fittings. When conditions are such that the pipe cannot be adequately supported on undisturbed earth or tamped backfill, encase the pipe in concrete or support it on a concrete cradle. Thermoplastic sewer pipes shall be installed in accordance with ASTM D 2321.

2. Pipe Joints.

- a. Cast iron pipe or ductile iron pipe. Install cast iron or ductile iron pipe in accordance with the provisions of AWWA C-600, except those provisions relating only to pipe under pressure, such as thrust restraint, hydrostatic testing etc., or to disinfection, need not be followed. Encase all cast or ductile iron pipe in 8-mil thick polyethylene film in accordance with AWWA C-105.
- b. Concrete and reinforced concrete pipe. Install the rubber gaskets in accordance with the recommendations of the joint manufacturer.
- c. Corrugated metal pipe or smooth interior corrugated metal pipe. Installation and joining or connecting shall be performed in accordance with the recommendations of the pipe manufacturer. Repair all materials on which the coating has been bruised or damaged during shipment or installation by the application of the same bituminous material used for shop coating the pipe or other suitable material.
- d. PVC Pipe. Install in strict accordance with ASTM D 2321.
- 3. Connection to existing pipe. Make connections to existing pipe by the use of one of the joints described above where possible to do so. Where the end of the existing pipe is broken or a standard joint is otherwise impracticable, install a concrete collar to make the connection.
- 4. Connection to Existing Manholes. Make pipe connections to existing manholes in such a manner that the finished work will conform as nearly as practicable to the essential applicable requirements for new manholes, including all necessary concrete work, cutting and shaping.
- 5. Wye Branches. Install commercially manufactured wye branches where indicated on the plans. Cutting into the pipe for connections will not be permitted except in special cases reviewed by the Engineer.
 - a. Pipe Plugs. Plug all open ends of wye branches with a manufactured stopper installed in accordance with provisions for jointing. Plug open ends of sewer pipe with a manufactured stopper or concrete masonry. Concrete masonry plugs shall have a minimum thickness of 4 inches. Install all plugs in such a manner that the open end of the pipe is permanently sealed but can be removed for future extensions without damaging the pipe.

B. Manholes.

- 1. General. Construct manholes of precast concrete with cast iron frames and covers, and in accordance with the Drawings. Precast reinforced concrete manholes shall conform to ASTM C 478. The invert channels shall be smooth and semicircular in shape conforming to the inside of the adjacent sewer section. Changes in direction of flow shall be made with a smooth curve of as large radius as the size of the manhole will permit. Make changes in size and grade of the channels gradually and evenly. The invert channels may be formed directly in the concrete of the manhole base, or shall be built up with brick and mortar or may be half tile laid in concrete, or may be constructed by laying full-section sewer pipe through the manhole and breaking out the top half after the surrounding concrete has hardened. The floor of the manhole outside the channels shall be smooth and shall slope toward the channels not less than 1 inch per foot nor more than 2 inches per foot. Any material excavated beneath pipe entering and leaving manholes and inlets shall be replaced with concrete. Such concrete fill shall extend to the center of pipe for a distance of at least 3 feet from face of manhole and inlet and shall terminate at a joint.
- 2. Jointing and Plastering. Fill mortar joints completely and make them smooth and free from surplus mortar on the inside of the manhole. Plaster brick manholes with half inch of mortar over the entire outside surface of walls. Lay brick radially with every sixth course laid as a stretcher course. When precast concrete manhole sections are used, set each section in a fresh

- bed of mortar to make a mortar joint with a minimum thickness of 1/8 inch. Point up all joints inside and out.
- 3. Frames and Covers. Set the cast iron manhole frame in a bed of mortar and carefully adjust to the elevations shown on the Drawings.
- 4. Inspection manholes, branch connections and elbows on large diameter pipe shall be built to conform to details indicated on the Drawings.
- C. Inlets and Junction Boxes. Construct inlets and junction boxes of the materials and to the exact dimensions and grades shown on the Drawings. Finish surfaces smooth and true. Expansion joint filler shall be preformed bituminous treated fiberboard conforming to ASTM D 994, Type III.
- D. Headwalls. Construct headwalls of the materials and to the exact dimensions and grades shown on the Drawings. Finish surfaces smooth and true.
- E. Rock Riprap. Place Riprap at the ends of pipe and in open ditches at the locations and to the lines and dimensions indicated on the Drawings. Place the riprap material on prepared areas by hand, to form a smooth surface. All pieces shall be in close contact and have a firm and even bearing on the soil and not wholly on the riprap material below. Fill the spaces between the larger stones with stones of suitable size so placed as to leave a surface capable of shedding water to the maximum degree practically obtainable.

F. Backfill.

- 1. General. Do not backfill until all required inspections are made and tests are performed. Backfill with the excavated materials specified for backfilling, consisting of earth, loam, sandy clay, sand and gravel or other materials, free from large clods or earth or stones. Broken concrete shall not be used as backfill material. No backfilling shall take place in freezing weather, and no backfill shall be made with frozen material. Adjust the moisture content of the backfill material if required for proper compaction. Reopen any trenches improperly backfilled, or where settlement occurs, to the depth required for proper compaction, refill and compact to specified density. Compact all backfill for structures to the specified density.
- 2. Around Pipe. Deposit suitable backfill material under the haunches of the pipe in 6-inch layers and thoroughly compact. Backfill to at least 90 percent of maximum density at optimum moisture content determined by ASTM D 698 until the pipe has a minimum cover of 2 feet. The moisture content of the soil at time of compaction shall be not more than 3 percent above or 3 percent below the optimum. Be careful not to disturb the pipe. Carry backfilling on simultaneously on both sides of the pipe to eliminate the possibility of lateral displacement.
- 3. Remainder of Trench. Deposit the remainder of the suitable backfill material in layers not exceeding 12 inches in loose depth and thoroughly compact them to at least 95 percent of maximum density at optimum moisture content determined by ASTM D 698, except compact the top one foot of backfill below the paving base or subgrade in areas to be paved to at least 98 percent of maximum density at optimum moisture content determined by ASTM D 698. The moisture content of the soil at the time of compaction shall be not more than 4 percent above or 4 percent below the optimum.
- 4. Crushed Rock Bedding. Where selected bedding material is required by the Drawings or by the Geotechnical during construction to replace unsuitable foundation material, crushed rock bedding shall be used. The bedding material shall consist of crushed rock mechanically or naturally combined with screenings from crusher operations or other finely divided mineral matter having similar physical properties. The composite material to be free from organic or other objectionable matter and to consist of angular, sound and durable fragments, reasonably uniform in density and quality, and reasonably free from thin and elongated pieces. The minimum depth between the bottom of the trench and the lowest point of pipe shall be 4 inches or one eighth of the outside diameter of pipe, whichever is greater.
- 5. The crushed rock shall be well graded with a maximum size of 2 inches. Not more than 20 percent by weight shall pass a No. 4 sieve and shall not contain more than 3 percent by weight of particles smaller than 20 micrometre grain size as determined by ASTM Standard

D 422.

6. Improved bedding where required by the Drawings shall consist of granular material (sand, crushed rock, etc.) or a concrete cradle as indicated by the Drawings. Granular material shall be free from organic or other objectionable material and shall conform to the grading requirements for either fine or coarse aggregate as set out in Specification Section 03 30 00, Cast-in-Place Concrete. Concrete shall conform to requirements of Specification Section 03 30 00, Cast-in-Place Concrete, except that the cement content may be reduced to 5 sacks per cubic yard and may be either Type I or Type II.

3.03 FIELD QUALITY CONTROL

A. Testing and Inspection:

1. Backfill:

- a. Maximum Density Determination. Make tests on two separate samples to determine the maximum density of optimum moisture content. Samples shall be taken where directed by the Geotechnical Engineer. Findings of these tests to be filed with the Architect
- b. Compaction Tests. Take compaction or in-place density tests at location and time requested by the Geotechnical Engineer. Backfill not meeting the requirements of Specification Section 31 23 00 Excavating and Fill shall be removed, replaced, recompacted and retested for compaction at the expense of the Contractor. Findings of these tests shall be filed with the Architect.

3.04 ADJUSTMENT AND CLEANING

A. Pavement Repair:

- 1. Where necessary to cut pavements, drives, sidewalks or other permanent surfaces, the cuts shall be made with neat lines at least 1 foot wider than the trench. Cut material shall be disposed of by the Contractor.
 - a. The surfaces that are cut shall be restored to a condition at least equivalent to the condition existing before the cut was made. The Contractor shall cooperate at all times to keep streets open for use and also shall cooperate to keep portions of driveways open for use.
- 2. Concrete for repair work shall be approved by road department. Concrete shall be finished to match surrounding surfaces as nearly as possible.
- 3. Asphaltic concrete for repair work shall be approved by road department.

3.05 RECORD DRAWINGS ("AS-BUILTS")

A. "As-Built" Record Drawings:

- 1. Contractor shall submit to the Owner two (2) sets of Certified Record Documents of the detention/BMP facilities prepared by a land surveyor currently registered in the State of Georgia and an "as-built" Hydrology Study prepared from the record detention survey and shall be prepared by an Engineer currently registered in Georgia. The following information shall be included in all detention/BMP Basin Record Documents:
 - a. All contours and elevations with an area by depth chart.
 - b. Bottom of basin elevation in front of outlet device and opposite end of basin to verify positive drainage.
 - c. Top of wall or dam elevation to verify freeboard.
 - d. Width of dam (if applicable) at top of dam.
 - e. Maximum ponding elevation and limits of ponding.
 - f. Location of pond in respect to property lines, road right-of-ways(s) and other easements.
 - g. Detail of outlet device showing all elevations and dimensions.
 - h. Date of record survey.
 - i. Registered land Surveyor's seal.

- 2. "As-Built" Hydrological Study shall contain:
 - a. Allowable release rates as indicated in the original design for all storms.
 - b. Design volumes as indicated in the original design for all storms.
 - c. Calculations showing the actual 1, 2, 5, 10, 25, 50 and 100-year release rates, ponding elevations and volumes.
 - d. Detail of outlet device showing all elevations and dimensions.
 - e. Drainage map.
 - f. Date of study.
 - g. Professional Engineer's seal.

END OF SECTION 33 40 00