

# PROJECT MANUAL

## PEACHTREE CITY WATER & SEWERAGE AUTHORITY INTERIOR ALTERATION – LEVEL 2

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*Prepared For:*



Bid Date: October 2, 2025 at 2:00pm EST

*Prepared By:*

Jefferson Browne Architecture, Inc.

John Cola – Project Manager

770-632-9545

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**END OF SECTION**

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**SECTION 00 11 13**

## ADVERTISEMENT FOR BIDS

Project Name: Peachtree City Water & Sewerage Authority Interior Alteration - Level 2

Date of Issue: September 2, 2025

Project No.: 22-3798

Bid Date: October 2, 2025 at 2:00 pm EST

Owner Contract No.: 2025-600

### Owner

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Peachtree City Water & Sewerage Authority

1127 Highway 74 South

Peachtree City, GA 30269

(phone) 770-487-7993

Contact: Larry McNeil

### Architect

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Jefferson Browne Architecture, Inc.

(phone) 770-632-9545

Contact: John Cola,  
john@jeffersonarchitecture.com

The Peachtree City Water & Sewerage Authority will be receiving separate sealed Bids for all material, labor and equipment for the interior alteration. This includes the following, with all related accessories as shown on the Construction Drawings and called for in the Contract Documents and Technical Specifications:

1. Project Manual and Technical Specifications Binder
2. Architectural Construction Documents (8 Pages)
  - A-001 Cover Index Sheet
  - A-002 ADA Accessibility Details
  - A-003 Life Safety Plan
  - A-101 Demolition Floor Plan
  - A-102 Annotated Floor Plan
  - A-300 Wall Sections
  - A-601 Finish Plan and Schedule
  - A-602 Door and Window Schedule and Details

This contract is funded.

Contract Documents may be examined at the following locations:

- Peachtree City Water & Sewerage Authority, 1127 Highway 74 South, Peachtree City, GA 30269 ([www.pcwasa.org](http://www.pcwasa.org))
- Construct Connect ([www.constructconnect.com](http://www.constructconnect.com))
- Georgia Procurement Registry (<https://ssl.doas.state.ga.us/gpr/>)

Bidding documents are available in a downloadable electronic format. Contact John Cola at Jefferson Browne Architecture, Inc. (phone 770-632-9545 or [john@jeffersonarchitecture.com](mailto:john@jeffersonarchitecture.com)) to request a copy of the bidding documents. If an addendum is issued it will be sent to all parties who have requested the bid documents and attended the pre-bid meeting.

Each Bidder must deposit with his bid, security in the amount of 5%, and shall be subject to the conditions provided in Section 00 21 13 "Instruction to Bidders."

Each Bidder is required to submit a "Construction Contractors Qualification Statement", "Bid Security", "Bid Form", Non-Collusion Affidavit", and "Security and Immigration Compliance Affidavit" as outlined in Section 00 22 13 "Supplementary Instructions to Bidders."

The Peachtree City Water & Sewerage Authority will receive sealed bids until Thursday, October 2, 2025 at 2:00 pm at 1127 Highway 74 South, Peachtree City, GA 30269. Bids received after this time will not be accepted. Bids will be opened and publicly read aloud. The contract will be awarded to the low, responsive, and responsible bidder with reservation of right to reject all bids. Bids may not be withdrawn by Bidders for 60 days following opening of the bids.

The project shall be Substantially Complete within 120 calendar days from the date of Notice to Proceed of the contract. Liquidated Damages shall be assessed in the amount of \$250.00 per day for each calendar day required to achieve Substantial Completion.

The project shall be Final Complete within 14 calendar days beyond Substantial Completion. Liquidated Damages shall be assessed in the amount of \$250.00 per day for each calendar day required to achieve Final Completion.

There will be a required "Pre-Bid" meeting on September 16, 2025 at 2:00 pm located at the Peachtree City Water & Sewerage Authority office. All contractors submitting a Bid are required to attend.

The Peachtree City Water & Sewerage Authority provides assurances to Bidder that all anticipated Federal, State, and Local Permits along with anticipated Rights of Way and Easements have been obtained or will be obtained by NTP.

The Peachtree City Water & Sewerage Authority will not issue or cause to be issued any addenda modifying the Project Manual or Construction Drawings within a period of 72 hours prior to the advertised time for opening bids, excluding Saturdays, Sundays, and State of Georgia Legal Holidays.

**END OF SECTION**

INSTRUCTIONS TO BIDDERS

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## **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Peachtree City Water & Sewerage Authority – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered, otherwise known as issuing office.
  - B. Business Day(s) – 24 hours measured from midnight to next midnight excluding weekend and State of Georgia observed holidays.
  - C. Calendar Day(s) – 24 hours measured from midnight to next midnight including weekend and State of Georgia observed holidays.

## **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Architect, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

## **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 *To demonstrate Bidder's qualifications to perform the Work, within five (5) business days of Owner's request, Bidder shall submit written evidence of any data requested by Owner over and above what is to be provided in Section 00 45 13 "Bidder's Qualifications."*
- 3.02 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

## **ARTICLE 4 – EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE**

- 4.01 *Subsurface and Physical Conditions, if applicable in Section 00 31 00*
- A. The Supplementary Conditions identify:
    - 1. Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
    - 2. Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
  - B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been



identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Architect by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition, if applicable in Section 00 31 00*

- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
- B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.

4.05 On request and subsequent approval of Owner and Property Owner, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. Bidder to provide a description of tests, etc. prior to approval.

4.06 A. If a reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.

- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents;
- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. if provided in Section 00 31 00, Available Project Information carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Paragraph 4.06 of the Supplementary Conditions as containing reliable "technical data";
- E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
- F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Architect is acceptable to Bidder; and
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the

Bidding Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Architect are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

## **ARTICLE 5 – PRE-BID CONFERENCE**

- 5.01 *There will be a required "Pre-Bid" meeting on September 16, 2025 at 2 pm. located at the Peachtree City Water & Sewerage Authority office. All contractors submitting a Bid are required to attend. Representatives of Owner and Architect will be present to discuss the Project. Architect will transmit to all prospective Bidders of record such Addenda as Architect considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.*

## **ARTICLE 6 – SITE AND OTHER AREAS**

- 6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

## **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Architect in writing via Email Communication to *john@jeffersonarchitecture.com*. Interpretations or clarifications considered necessary by Architect in response to such questions will be issued by Addenda emailed or delivered to all parties recorded by Architect as having received the Bidding Documents. Questions received less than five business days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Architect. No Addenda shall be issued later than three business days prior to the date fixed for opening the Bids. Failure of any Bidder to receive any such Addendum shall not relieve the Bidder from any obligation under his Bid submitted. All Addenda so issued shall become a part of the Contract.

## **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.
- 8.02 *The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other*

*conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 business days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven calendar days after the Effective Date of the Agreement or 61 calendar days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.*

- 8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven calendar days after the Bid opening.

## **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of calendar days within which, or the dates by which, [Milestones are to be achieved and] the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

## **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

## **ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 *The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Architect and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Architect as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Architect at least 15 calendar days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Architect's decision of approval or disapproval of a proposed item will be final. If Architect approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.*

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS**

- 12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five business days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Architect, after due investigation, has reasonable

objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.02 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- 13.02 *All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein. In the case of optional alternatives the words "No Bid," "No Change," or "Not Applicable" may be entered.*
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

## **ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS**

#### 14.01 *Lump Sum*

- A. Bidders shall submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate. In the comparison of Bids, alternates will be applied in the same order as listed in the Bid form.

#### 14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 14.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Owner deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

### **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. Or, if Bidding Documents are all electronic, it will be the Contractor's responsibility to print from online resource. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

- A. See Section 00 22 13 for a list of documents typically required to be submitted with the Bid.

- 15.02 *A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to Peachtree City Water & Sewerage Authority, 1127 Highway 74 South, Peachtree City, GA 30269.*

### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders within five business days after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance

with the Contract Documents.

- 19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

#### **ARTICLE 20 – CONTRACT SECURITY AND INSURANCE**

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

#### **ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement along with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 business days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten business days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

#### **END OF SECTION**



## SECTION 00 22 13

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### SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

With each copy of the Project Manual, the Bidder shall print one separate unbound copy of the Bidding Documents. The unbound copy of the Bidding Documents is to be completed and submitted, which includes the following documents:

1. Bid Form – Section 00 41 00
2. Bid Security – Section 00 43 13
3. Bidder's Qualifications – Section 00 45 13
4. Non-Collusion Affidavit – Section 00 45 19
5. Security and Immigration Compliance – Section 00 45 20

Place all of the above in a sealed envelope clearly marked as follows:

#### **BID PROPOSAL FOR**

Peachtree City Water & Sewerage Authority

Interior Alteration - Level 2

NOTE: The envelope should bear on the outside the NAME and ADDRESS of the QUALIFIED BIDDER, and Georgia Utilities Contractors License Number (if applicable).

**"Not Required"**

If mailed, this envelope should be placed inside the mailing envelope.

Bids will be opened on October 2, 2025 at 2:00 pm at 1127 Highway 74 South, Peachtree City, GA 30269.

**END OF SECTION**

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AVAILABLE PROJECT INFORMATION

1.01 SUMMARY

A. Document Includes:

1. Project Manual and Technical Specifications Binder
2. Architectural Construction Documents (8 Pages)

A-001 Cover Index Sheet

A-002 ADA Accessibility Details

A-003 Life Safety Plan

A-101 Demolition Floor Plan

A-102 Annotated Floor Plan

A-300 Wall Sections

A-601 Finish Plan and Schedule

A-602 Door and Window Schedule and Details

B. Available Project information has been furnished by Owner to Architect for use in designing this Project.

1. Each Bidder shall be fully familiar with available Project information, which has been prepared for Owner by separate consultants.
2. Available Project information is offered solely for reference and shall not be considered part of Contract Documents. Data contained in Documents prepared by Owner's separate consultants is believed to be reliable; however, Owner and Architect/Architect do not guarantee their accuracy or completeness.
3. In preparing their Bids, Bidders shall consider and evaluate data contained in available Project information as well as Contract Documents prepared by Architect/Engineer.

**END OF SECTION**

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## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: Peachtree City Water & Sewerage Authority  
1127 Highway 74 South  
Peachtree City, GA 30269

This Bid is submitted  
from:

---

---

---

(Name and Address of Individual, Partnership, or Corporation)

---

Georgia Utility Contractor No. (if applicable)

This Bid is for: Peachtree City Water & Sewerage Authority Interior  
Alteration - Level 2  
October 2, 2025 at 2:00 pm Eastern

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 calendar days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all (if applicable): (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports (if applicable) and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Architect is acceptable to Bidder.
- 1. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>PEACHTREE CITY WATER &amp; SEWERAGE AUTHORITY - INTERIOR ALTERATION - LEVEL 2 - LUMP SUM BID</b>
<b>TOTAL (IN FIGURES)</b>
<b>TOTAL (IN WORDS)</b>

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### **ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. All documents as outlined in Section 00 22 13 "Supplementary Instructions to Bidders."

#### **ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

#### **ARTICLE 9 – BID SUBMITTAL**

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_  
(Individual's signature)

Doing business as: \_\_\_\_\_

A Partnership

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
(Signature -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Qualification to do business in Georgia is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)



Name (typed or printed): \_\_\_\_\_

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

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-mail \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. *[If applicable]*

**END OF SECTION**

SECTION 00 43 13

BID SECURITY FORM

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Peachtree City Water & Sewerage Authority

1127 Highway 74 South

Peachtree City, GA 30269

BID

Bid Due Date: October 2, 2025 at 2:00 pm

Description: Peachtree City Water & Sewerage Authority - Interior Alteration - Level  
2

BOND

Bond

Number:

Date (*Not earlier than Bid due  
date*):

Penal sum

\$

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

(Seal)

(Seal)

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Attach Power of Attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

*Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**END OF SECTION**

## SECTION 00 45 13

### BIDDER'S QUALIFICATIONS

**Submitted by:**

Name of Organization:

Name of Individual:

Title:

Address:

Telephone: (    )

Submitted to:

Name: Peachtree City Water & Sewerage Authority

Address: 1127 Highway 74 South  
Peachtree City, GA 30269

Telephone: 770-487-7993

**Project Name and Description (if applicable):**

Peachtree City Water & Sewerage Authority Interior Alteration -  
Level 2

## CONTRACTOR's General Business Information

Check if:

☐ Corporation      ☐ Partnership      ☐ Joint Venture      ☐ Sole  
Proprietorship

### If Corporation:

a. Date and State of Incorporation:

b. List of Executive Officers:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

### If Partnership:

a. Date and State of Incorporation:

b. List of Current General Partners:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Type of Partnership:

☐ General      ☐ Publicly Traded  
☐ Limited      ☐ Other (describe):

### If Joint Venture:

a. Date and State of Organization:

\_\_\_\_\_

- b. Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk \*)

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**If Sole Proprietorship:**

- a. Date and State of Incorporation:
- b. Name and Address of Owner or Owners:

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1. On Schedule A, attached, list major engineered construction projects completed by this organization in the past five (5) years. (If joint venture, list each participant's projects separately.)
2. On Schedule B, attached, list current projects under construction by this organization. (If joint venture, list each participant's projects separately.)
3. Name of surety company and name, address, and phone number of agent:

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4. Is your organization a member of a controlled group of corporations as defined in Internal Revenue Code Sec. 1563?



☐ Yes      ☐ No

If yes, show names and addresses of affiliated companies.

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5. Furnish on Schedule C, attached, details of the construction experience of the principal individuals of your organization directly involved in construction operations.

6. Has your organization ever failed to complete any construction contract awarded to it?

☐ Yes      ☐ No

If yes, describe circumstances on attachment.

7. Has any Corporate officer, partner, joint venture participant or proprietor ever failed to complete a construction contract awarded to him or her in their own name or when acting as a principal of another organization?

☐ Yes      ☐ No

If yes, describe circumstances on attachment.

8. In the last five years, has your organization ever failed to substantially complete a project in a timely manner?

☐ Yes      ☐ No

If yes, describe circumstances on attachment.

9. Indicate general types of work performed with your own work force.

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10. Describe the permanent safety program you maintain within your organization. Use attachment if necessary.

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11. If required by OWNER during Bid evaluation, Bidder agrees to provide balance sheet for two or more years audited by a registered CPA.
12. Furnish the following information with respect to an accredited banking institution familiar with your organization.

Name of Bank:

Address:

Account Manager:

Telephone: (     )

13. Has your organization, or any officer or partner thereof, ever been party to any criminal litigation as a result of construction methods, costs, etc.? .

If yes, state case number, case name, and provide pertinent details, including judgment:

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(Attach extension sheet if necessary)

14. Has your organization, or any officer or partner thereof, ever been party to any civil litigation as result of construction methods, costs, etc? .

If yes, state case number, case name, and provide pertinent details, including judgment:

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(Attach extension sheet if necessary)

15. Describe your organizational structure, including the number of permanent employees engaged in estimating, purchasing, expediting, detailing, and engineering, field supervision, field engineering, and layout:

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(Use extension sheet if necessary)

16. Percentage of Work to be Performed with Own Forces:

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17. Name of Proposed Subcontractors with Whom You Intend to Affiliate. (What phase and percentage of work will each subcontractor perform?)

---

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18. Give total contract value of work accomplished by your organization in each of the last three (3) years:

20 - \$                                      20 - \$                                      20 - \$

19. What is the largest contract (dollar costs) ever performed by your organization?

Name of Work:

Total Contract Amount:

Amount of Your Contract:

20. Give contract value of work now pending award to your organization:

\$                                      State amount requiring bond if awarded: \$

21. Give the value of any judgments or liens outstanding against your organization:

\$ \_\_\_\_\_

Explain:

\_\_\_\_\_

22. Give names of Surety Companies & Agent under which you have functioned within the last three (3) years:

20

20

20

23. Estimate your maximum bonding capacity: \$

How much is unencumbered as of this date? \$

24. Has any Surety Company refused to write you a bond on any construction work? \_\_\_\_\_

\_\_\_\_\_

If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
By:

Title:

Dated:

SCHEDULE A					
Name, Location and Description	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact

Name, Location and Description	Owner	Design Engineer	Date Completed	Contract Price	Reference/Contact
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[illegible]

[illegible]

Peachtree City Water & Sewerage Authority Interior Alteration - Level 2  
Project# 2025-600

SCHEDULE C			
Name	Position	Date started with this organization	Date started in construction
			Prior positions and experience in construction

[illegible]

**END OF SECTION**

SECTION 00 45 19

NON-COLLUSION AFFIDAVIT

State of Georgia

County of \_\_\_\_\_, being first duly sworn,  
deposes and says that:

(1) He is (owner, partner, officer, representative, or agent) of  
the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and  
of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,  
representatives, employees, or parties in interest, including this affiant, has in any way  
colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or  
person to submit a collusive or sham Bid in connection with the Contract for which the  
attached Bid has been submitted or to refrain from bidding in connection with such  
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or  
communication or conference with any other Bidder, firm or person to fix the price or prices  
in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of  
the Bid price or the Bid price of any other bidder, or to secure through any collusion,  
conspiracy, connivance or unlawful agreement any advantage against the or any person  
interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted  
by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder  
or any of its agents, representatives, owners, employees, or parties in interest, including  
this affiant.

(Signed)

Title

Subscribed and sworn before me

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



---

Notary Public

My Commission Expires:

---

**END OF SECTION**

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SECURITY AND IMMIGRATION COMPLIANCE

**Federal Work Authorization Program (O.C.G.A. § 13-10-91)**

The Owner may not enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program.

"Physical performance of services" is defined as the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public property within Georgia, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer within Georgia under a contract or other bidding process".

Although the Georgia law for private employers has a structured phase-in timeline in an attempt to ease private employers into compliance based upon their business size, only those companies registered with, authorized to use and currently using 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, shall be considered.

Before a bid for the physical performance of services is considered by the Owner, the bid must include a signed, notarized affidavit from the contractor attesting to the following:

- (1) The affiant has registered with, is authorized to use, and uses the federal work authorization program.
  - (2) The user identification number and date of authorization for the affiant;
  - (3) The affiant will continue to use the federal work authorization program throughout the contract period;
- and
- (4) The affiant 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 same information as required in numbers 1-3 above.

If a contractor does not have any employees and does not intend to hire any employees, in lieu of the above affidavit the contractor may provide a copy of state-issued driver's license or identification card to the Owner for each independent contractor utilized in satisfaction of part or all of the contract with the Owner. However, a driver's license or identification card

will be acceptable if it is issued by a state that verifies lawful immigration status. The Georgia Attorney General will provide a list of states that verify lawful immigration status and post this list on its website. The Owner must confirm that all of the copies of driver's licenses and identification cards presented to it come from states that verify lawful immigration status.

**Systematic Alien Verification for Entitlements Program (SAVE)**

Upon award, consistent with state law, Bidder shall complete the Affidavit Verifying Status for Owner Public Benefit Application.

Sample form is attached.

## 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 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 Number*

---

*Date of Authorization*

---

*Company Name / Contractor Name*

---

*Name of Project*

---

*Name of Public Employer*

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (Owner), \_\_\_\_\_ (state).

---

*Signature of Authorized Officer or Agent*

---

*Printed Name and Title of Authorized Officer or Agent*

Subscribed and sworn before me

on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

*Notary Public*

*My Commission Expires:* \_\_\_\_\_

### **SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(3)**

By executing this affidavit, the undersigned subcontractor 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 under a contract with

\_\_\_\_\_ (name of Contractor) on behalf of has registered with, is authorized to use and uses 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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-contractor with the information required by O.C.G.A. § 13-10-91 (b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
*Federal Work Authorization User Identification Number*

\_\_\_\_\_  
*Date of Authorization*

\_\_\_\_\_  
*Company Name / Subcontractor Name*

\_\_\_\_\_  
*Name of Project*

\_\_\_\_\_  
*Name of Public Employer*

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (Owner), \_\_\_\_\_ (state).

\_\_\_\_\_  
*Signature of Authorized Officer or Agent*

---

*Printed Name and Title of Authorized Officer or Agent*

Subscribed and sworn before me

on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

---

*Notary Public*

My Commission Expires: \_\_\_\_\_

**END OF SECTION**

## SECTION 00 51 00

### NOTICE OF AWARD

Project: Peachtree City Water & Sewerage Authority Interior Alteration - Level 2

Owner: Peachtree City Water & Sewerage Authority	Owner's Contract No.: 2025-600
Bidder:	Architect's Project No.: 22-3798
Bidder's Address:	

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for <\_\_\_\_\_>.

The Contract Price of your Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

\_\_\_\_\_ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

\_\_\_\_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [\_\_\_\_\_] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent: \_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_

Title

Copy to Architect

**END OF SECTION**



## SECTION 00 52 00

### AGREEMENT

THIS AGREEMENT is by and between Peachtree City Water & Sewerage Authority (“Owner”) and \_\_\_\_\_ (“Contractor”).

Owner and Contractor hereby agree as follows:

#### Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

<INTERIOR ALTERATION – LEVEL 2 \_\_\_\_\_>

#### The Project

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

<\_\_\_\_INTERIOR ALTERATION – LEVEL 2 \_\_\_\_\_>

#### Architect

The Project has been designed by Jefferson Browne Architecture, Inc. (Architect), which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Architect in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

#### Contract Times

##### *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

##### *Days to Achieve Substantial Completion and Final Payment*

- A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 14 days after the date when the

Contract Times commence to run.

#### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. Liquidated damages for each of the required dates and times are independent and additive; i.e., if Substantial Completion is not achieved by day 120 and Final Completion is not achieved, liquidated damages will be in effect for both Substantial and Final Completion, in total amount of \$<\_\_\_\_\_500
- C. \_\_\_\_\_> per day.

#### **ARTICLE 5 – Contract Price**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:
  - A. For all Work other than Unit Price Work, a lump sum of: \$  
All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.
  - B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

#### UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
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See  
Attached  
Bid Form

Total of all Bid Prices (Unit Price Work) \$ \_\_\_\_\_

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Architect as provided in Paragraph 9.07 of the General Conditions.

## **ARTICLE 6 – Payment Procedures**

### **6.01 *Submittal and Processing of Payments***

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Architect as provided in the General Conditions.

### **6.02 *Progress Payments; Retainage***

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5<sup>th</sup> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Architect may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
    - a. 100 percent of Work completed (with the balance being retainage).; and
    - b. 100 percent of cost of materials and equipment not incorporated in the

Work (with the balance being retainage).

- c. "Balance Being Retainage" as noted above shall be considered as 5 percent of the progress payment amount until the job is 100 percent satisfactorily complete. Payment upon Substantial Completion shall be noted as below.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Architect shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less percent of Architect's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Architect as provided in said Paragraph 14.07.

### **ARTICLE 7 – Interest**

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate allowed per O.C.G.A. § 13-11-17.

### **ARTICLE 8 – Contractor's Representations**

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."

- E. Contractor has considered the information known to Contractor, if any; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 9 – Contract Documents**

### **9.01 *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to \_\_, inclusive).
  - 2. Performance bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 3. Payment bond (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 4. General Conditions (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 5. Supplementary Conditions (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - 6. Specifications (as listed in the table of contents of the Project Manual).
  - 7. Drawings (as listed in the table of contents of the Project Manual).
  - 8. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Work Change Directives.
  - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## **ARTICLE 10 – Miscellaneous**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable

under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

#### 10.05 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

Peachtree City Water & Sewerage  
Authority

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Attest: \_\_\_\_\_

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

Address for giving notices: \_\_\_\_\_

1127 Highway 74 South

Peachtree City, GA 30269

\_\_\_\_\_

\_\_\_\_\_

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

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

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

Address for giving notices: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

License No.: \_\_\_\_\_

(Where applicable)

Agent for service of process: \_\_\_\_\_

\_\_\_\_\_

**END OF SECTION**



## SECTION 00 55 00

### NOTICE TO PROCEED

Project: Peachtree City Water & Sewerage Authority Interior Alteration - Level 2

Owner: Peachtree City Water & Sewerage Authority	Owner's Contract No.: 2025-600
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Contractor:	Architect's Project No.: 22-3798
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Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. No field work to proceed prior to this date. In accordance with Article 4 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_ [(or) the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Architect and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Peachtree City Water & Sewerage Authority

Owner

Given by:

Authorized Signature

Title

Date

Copy to Architect

**END OF SECTION**

SECTION 00 61 13

PERFORMANCE BOND

CONTRACTOR *(name and address):* SURETY *(name and address of principal place of business):*

OWNER: Peachtree City Water & Sewerage Authority  
1127 Highway 74 South  
Peachtree City, GA 30269

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Peachtree City Water & Sewerage Authority (Level 2 Interior Alteration)  
and description>

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form:    None    See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

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

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

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

**By:** \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

**By:** \_\_\_\_\_

Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

*Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.*

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 Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 3.1 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 Paragraph 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;
  - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the 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 Paragraph 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 Paragraph 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 Owners 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 Paragraph 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:
    - 5.4.1 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
    - 5.4.2 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 Paragraph 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 Paragraph 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 Paragraph 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:

- 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3 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 Paragraph 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 periods of limitations 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 for the Contractor for 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:

<Contractor/surety to list if any>

**END OF SECTION**



SECTION 00 61 15

PAYMENT BOND

CONTRACTOR *(name and address):* SURETY *(name and address of principal place of business):*

OWNER: Peachtree City Water & Sewerage Authority  
1127 Highway 74 South  
Peachtree City, GA 30269

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount:

Description: Peachtree City Water & Sewerage Authority Interior Alteration - Level 2  
and description>

BOND

Bond Number:

Date *(not earlier than the Effective Date of the Agreement of the Construction Contract):*

Amount:

Modifications to this Bond Form: None See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

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

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

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

**By:** \_\_\_\_\_

Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

**By:** \_\_\_\_\_

Signature (attach power of attorney)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_

Signature

\_\_\_\_\_  
Title

*Note: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.*

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 Paragraph 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 Paragraph 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,
    - 5.1.1 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
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 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 Paragraph 13).

6. If a notice of non-payment required by Paragraph 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 Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 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 Paragraph 7.1 or 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 Paragraph 7.1 or 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 Paragraph 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 Paragraph 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 requests 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 of "labor, materials, or equipment" that part of the 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:

<Contractor/surety to list if any>

**END OF SECTION**

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Peachtree City Water & Sewerage Authority Interior Alteration - Level 2	
Owner: Peachtree City Water & Sewerage Authority	Owner's Contract No.: 2025-600
	Architect's Project No.: 22-3798

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

- ☐ All Work under the Contract Documents:
- ☐ The following specified portions of the Work:

\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Architect, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- ☐ Amended Responsibilities
- ☐ Not Amended

Owner's Amended Responsibilities:



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Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

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---

---

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

---

Executed by Architect

---

Date

---

Accepted by Contractor

---

Date

---

Accepted by Owner

---

Date

**END OF SECTION**

AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO OWNER:

Peachtree City Water & Sewerage Authority

PROJECT:

Peachtree City Water & Sewerage Authority  
Interior Alteration - Level 2

ARCHITECT'S PROJECT NO.:

22-3798

CONTRACT DATED:

---

STATE OF: Georgia

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 material 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's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED  
HERETO:

1. Consent of Surety to Final Payment.
2. Contractor's Affidavit of Release of Liens.

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Date:

Notary Public:

My Commission expires:

CONTRACTOR: *(name and address)*

By:

\_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Date:

Notary Public:

My Commission expires:

**END OF SECTION**

AFFIDAVIT OF PAYMENT RELEASE OF LIENS

TO OWNER:

Peachtree City Water & Sewerage Authority

PROJECT:

Peachtree City Water & Sewerage Authority

Interior Alteration - Level 2

ARCHITECT'S PROJECT NO.:

22-3798

CONTRACT DATED:

---

STATE OF: Georgia

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: *(name and address)*

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

By:

\_\_\_\_\_  
*(Signature of authorized representative)*

\_\_\_\_\_  
*(Printed name and title)*

The above personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Date:

Notary Public:

My Commission expires:

**END OF SECTION**

SECTION 00 65 21

CONSENT OF SURETY TO FINAL PAYMENT

TO OWNER:

Peachtree City Water & Sewerage Authority

PROJECT:

Peachtree City Water & Sewerage Authority

Interior Alteration - Level 2

ARCHITECT'S PROJECT NO.:

22-3798

CONTRACT DATED:

In accordance with the provisions of the Contract 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,

herby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to

*(insert name and address of Owner)*

, OWNER,

as set forth in said Surety's bond.

---

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:

*(insert in writing the month followed by the numeric date and year)*

---

*(Surety)*

---

*(Signature of authorized representative)*

Attest:

*(Seal):*

---

*(Printed name and title)*

**END OF SECTION**

**SECTION 00 72 00**  
**GENERAL CONDITIONS**

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## ARTICLE 10 – DEFINITIONS AND TERMINOLOGY

### 10.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Architect which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Architect which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
  12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of

subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Architect's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Architect which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Architect*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Architect which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 U.S.C.A. § 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of content.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 U.S.C.A. § 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Architect who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Architect, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Architect ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.



## 10.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Architect. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Architect as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Architect any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Architect's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment

complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 11 – PRELIMINARY MATTERS**

### **11.01 *Delivery of Bonds and Evidence of Insurance***

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. Evidence of Insurance: Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### **11.02 *Copies of Documents***

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### **11.03 *Commencement of Contract Times; Notice to Proceed***

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### **11.04 *Starting the Work***

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

### **11.05 *Before Starting Construction***

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Architect for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones

specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and
3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 11.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Architect, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 11.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Architect, and others as appropriate will be held to review for acceptability to Architect as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Architect.
  1. The Progress Schedule will be acceptable to Architect if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Architect responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Architect if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Architect as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### **ARTICLE 12 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

#### 12.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or

part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

- C. Clarifications and interpretations of the Contract Documents shall be issued by Architect as provided in Article 9.

## 12.02 *Reference Standards*

### A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Architect, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

## 12.03 *Reporting and Resolving Discrepancies*

### A. *Reporting Discrepancies:*

1. Contractor's Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Architect any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Architect before proceeding with any Work affected thereby.
2. Contractor's Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Architect in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Architect for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

12.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Architect's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  3. Architect's written interpretation or clarification.

12.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Architect or its consultants, including electronic media editions; or
  2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Architect and specific written verification or adaptation by Architect.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

12.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Architect to Contractor, or by Contractor to Owner or Architect, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic

media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 13 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### **13.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **13.02 *Subsurface and Physical Conditions***

- A. Reports and Drawings: The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon

the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

### 13.03 *Differing Subsurface or Physical Conditions*

A. Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Architect in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Architect’s Review*: After receipt of written notice as required by Paragraph 4.03.A, Architect will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Architect’s findings and conclusions.

C. *Possible Price and Times Adjustments*:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in

Paragraph 4.03.A; and

- b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
- a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 13.04 *Underground Facilities*

- A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Architect by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
- 1. Owner and Architect shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
  - 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all such information and data;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents;
    - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
    - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.



B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Architect. Architect will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Architect concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Architect's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Architect whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

13.06 *Hazardous Environmental Condition at Site*

- A. Reports and Drawings: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Architect, or any of their officers, directors, members, partners, employees, agents, consultants, or

subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Architect (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Architect concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Architect, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance

with Article 7.

- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Architect, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Architect, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 14 – BONDS AND INSURANCE**

### **14.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Architect and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

#### 14.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 14.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

#### 14.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Architect, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
  4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
  5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
  6. include completed operations coverage:
    - a. Such insurance shall remain in effect for two years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation

of such insurance at final payment and one year thereafter.

#### 14.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 14.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the interests of Owner, Contractor, Subcontractors, and Architect, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  - 2. be written on a Builder's Risk "allrisk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  - 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  - 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect;
  - 5. allow for partial utilization of the Work by Owner;
  - 6. include testing and startup; and
  - 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Architect with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Architect, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have

an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 14.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Architect, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Architect, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 14.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 14.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to



any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

14.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

**ARTICLE 15 – CONTRACTOR’S RESPONSIBILITIES**

15.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Architect in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Architect except under extraordinary circumstances.

15.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Architect.

15.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Architect, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 15.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Architect for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 15.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Architect for review under the circumstances described below.
  - 1. "Or Equal" Items: If in Architect's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Architect as an "or equal" item, in which case review and approval of the proposed item may, in Architect's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Architect determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

- 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
  - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Architect's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Architect to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Architect from anyone other than Contractor.
- c. The requirements for review by Architect will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Architect may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Architect for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    1. perform adequately the functions and achieve the results called for by the general design,
    2. be similar in substance to that specified, and
    3. be suited to the same use as that specified;
  - 2) will state:
    1. the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    2. whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    3. whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    1. all variations of the proposed substitute item from that specified, and

2. available engineering, sales, maintenance, repair, and replacement services; and
  - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. **Substitute Construction Methods or Procedures:** If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Architect. Contractor shall submit sufficient information to allow Architect, in Architect's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Architect will be similar to those provided in Paragraph 6.05.A.2.
- C. **Architect's Evaluation:** Architect will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Architect may require Contractor to furnish additional data about the proposed substitute item. Architect will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Architect's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Architect will advise Contractor in writing of any negative determination.
- D. **Special Guarantee:** Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. **Architect's Cost Reimbursement:** Architect will record Architect's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Architect approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Architect for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Architect for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. **Contractor's Expense:** Contractor shall provide all data in support of any proposed substitute or "or equal" at Contractor's expense.

#### 15.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's

- acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Architect to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Architect for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Architect and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Architect to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Architect through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Architect. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Architect, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or

Supplier, Contractor will obtain the same.

#### 15.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 15.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 15.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Architect shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 15.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 15.11 *Use of Site and Other Areas*

##### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
  2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
  3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Architect, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.
- B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and

other debris shall conform to applicable Laws and Regulations.

- C. **Cleaning:** Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. **Loading Structures:** Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 15.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Architect for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Architect for Owner.

#### 15.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Architect of the specific requirements of Contractor's



safety program with which Owner's and Architect's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Architect or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Architect has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 15.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 15.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 15.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Architect prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Architect determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 15.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Architect for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Architect may require.
  - 1. *Shop Drawings:*
    - a. Submit number of copies specified in the General Requirements.

- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Architect the services, materials, and equipment Contractor proposes to provide and to enable Architect to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Architect may require to enable Architect to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Architect's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

- 1. Before submitting each Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- 2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
- 3. With each submittal, Contractor shall give Architect specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Architect for review and approval of each such variation.

D. *Architect's Review:*

- 1. Architect will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Architect. Architect's review and

approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Architect's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Architect's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Architect has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Architect's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Architect and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Architect on previous submittals.

15.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

15.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Architect and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract

Documents:

1. observations by Architect;
2. recommendation by Architect or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Architect or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Architect;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

15.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Architect, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Architect or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Architect and Architect's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 15.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Architect will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed 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 Architect.
- C. Owner and Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Architect have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Architect's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Architect's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### **ARTICLE 16 – OTHER WORK AT THE SITE**

#### 16.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
  - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
  - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction

and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Architect and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Architect in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 16.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 16.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

### **ARTICLE 17 – OWNER'S RESPONSIBILITIES**

#### 17.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Architect.

17.02 *Replacement of Architect*

- A. In case of termination of the employment of Architect, Owner shall appoint an Architect to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Architect.

17.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

17.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

17.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

17.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

17.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

17.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

17.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

17.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

17.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

#### 17.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 18 – ARCHITECT'S STATUS DURING CONSTRUCTION**

#### 18.01 *Owner's Representative*

- A. Architect will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Architect as Owner's representative during construction are set forth in the Contract Documents.

#### 18.02 *Visits to Site*

- A. Architect will make visits to the Site at intervals appropriate to the various stages of construction as Architect deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Architect, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Architect will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Architect's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Architect will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Architect's visits and observations are subject to all the limitations on Architect's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Architect's visits or observations of Contractor's Work, Architect will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 18.03 *Project Representative*

- A. If Owner and Architect agree, Architect will furnish a Resident Project Representative to assist Architect in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Architect's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

#### 18.04 *Authorized Variations in Work*

- A. Architect may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the



Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

18.05 *Rejecting Defective Work*

- A. Architect will have authority to reject Work which Architect believes to be defective, or that Architect believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Architect will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

18.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Architect's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Architect's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Architect's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Architect's authority as to Applications for Payment, see Article 14.

18.07 *Determinations for Unit Price Work*

- A. Architect will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Architect will review with Contractor the Architect's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Architect's written decision thereon will be final and binding (except as modified by Architect to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

18.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Architect will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Architect in writing within 30 days of the event giving rise to the question.
- B. Architect will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under

Paragraph 10.05. The date of Architect's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

- C. Architect's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Architect will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

18.09 *Limitations on Architect's Authority and Responsibilities*

- A. Neither Architect's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Architect in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Architect shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Architect to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Architect will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Architect will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Architect will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Architect's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

18.10 *Compliance with Safety Program*

- A. While at the Site, Architect's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Architect has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 19 – CHANGES IN THE WORK; CLAIMS**

19.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any

time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 19.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

#### 19.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Architect covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
  - 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
  - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Architect pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 19.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 19.05 *Claims*

- A. Architect's Decision Required: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Architect for decision. A decision by Architect shall be required as a condition precedent to any exercise by Owner or Contractor of any rights

or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

- B. *Notice*: Written notice stating the general nature of each Claim shall be delivered by the claimant to Architect and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Architect and the other party to the Contract within 60 days after the start of such event (unless Architect allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Architect and the claimant within 30 days after receipt of the claimant's last submittal (unless Architect allows additional time).
- C. *Architect's Action*: Architect will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  - 1. deny the Claim in whole or in part;
  - 2. approve the Claim; or
  - 3. notify the parties that the Architect is unable to resolve the Claim if, in the Architect's sole discretion, it would be inappropriate for the Architect to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Architect does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Architect's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 20 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **20.01 *Cost of the Work***

- A. *Costs Included*: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such

costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Architect, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements

approved by Owner with the advice of Architect, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable,

including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Architect an itemized cost breakdown together with supporting data.

#### 20.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Architect.
- B. *Cash Allowances:*
  1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
  1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Architect to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 20.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely

for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Architect subject to the provisions of Paragraph 9.07.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## **ARTICLE 21 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### **21.01 *Change of Contract Price***

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Architect and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:



- a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
- b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 21.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Architect and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 21.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Architect, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within

the Contract Times.

- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Architect, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 22 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *22.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Architect has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *22.02 Access to Work*

- A. Owner, Architect, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### *22.03 Tests and Inspections*

- A. Contractor shall give Architect timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Architect the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Architect's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Architect.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Architect, Contractor shall, if requested by Architect, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Architect timely notice of Contractor's intention to cover the same and Architect has not acted with reasonable promptness in response to such notice.

#### 22.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Architect, it must, if requested by Architect, be uncovered for Architect's observation and replaced at Contractor's expense.
- B. If Architect considers it necessary or advisable that covered Work be observed by Architect or inspected or tested by others, Contractor, at Architect's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Architect may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 22.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 22.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Architect, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 22.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. repair such defective land or areas; or
  - 2. correct such defective Work; or
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 22.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Architect's recommendation of final payment, Architect) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Architect as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Architect's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 22.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Architect to correct defective Work, or to remove and replace rejected Work as required by Architect in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Architect and Architect's consultants access to the Site to enable Owner to exercise the rights and

remedies under this Paragraph.

- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### **14.01 *Schedule of Values***

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Architect. Progress payments on account of Unit Price Work will be based on the number of units completed.

### **14.02 *Progress Payments***

#### **A. *Applications for Payments:***

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Architect for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*B. Review of Applications:*

1. Architect will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Architect's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Architect's recommendation of any payment requested in an Application for Payment will constitute a representation by Architect to Owner, based on Architect's observations of the executed Work as an experienced and qualified design professional, and on Architect's review of the Application for Payment and the accompanying data and schedules, that to the best of Architect's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Architect's responsibility to observe the Work.
3. By recommending any such payment Architect will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Architect in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Architect's review of Contractor's Work for the purposes of recommending payments nor Architect's recommendation of any payment, including final payment, will impose responsibility on Architect:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

- e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Architect may refuse to recommend the whole or any part of any payment if, in Architect's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Architect may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Architect's opinion to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
  - d. Architect has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Architect's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment:*

- 1. Owner may refuse to make payment of the full amount recommended by Architect because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
- 2. If Owner refuses to make payment of the full amount recommended by Architect, Owner will give Contractor immediate written notice (with a copy to Architect) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by



Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Architect in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Architect issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Architect shall make an inspection of the Work to determine the status of completion. If Architect does not consider the Work substantially complete, Architect will notify Contractor in writing giving the reasons therefor.
- C. If Architect considers the Work substantially complete, Architect will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Architect as to any provisions of the certificate or attached list. If, after considering such objections, Architect concludes that the Work is not substantially complete, Architect will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Architect considers the Work substantially complete, Architect will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Architect believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Architect will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Architect in writing prior to Architect's issuing the definitive certificate of Substantial Completion, Architect's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the

Contract Documents, or which Owner, Architect, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Architect will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Architect in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Architect to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Architect shall make an inspection of that part of the Work to determine its status of completion. If Architect does not consider that part of the Work to be substantially complete, Architect will notify Owner and Contractor in writing giving the reasons therefor. If Architect considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Architect will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Architect, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

- b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

*B. Architect's Review of Application and Acceptance:*

1. If, on the basis of Architect's observation of the Work during construction and final inspection, and Architect's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Architect is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Architect will, within ten days after receipt of the final Application for Payment, indicate in writing Architect's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Architect will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Architect will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Architect, less any sum Owner is entitled to set off against Architect's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

**14.08** *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Architect so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully

completed and accepted shall be submitted by Contractor to Architect with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

### **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

#### 15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Architect which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
3. Contractor's repeated disregard of the authority of Architect; or
4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site,

and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Architect as to their reasonableness and, when so approved by Architect, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Architect, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with

Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Architect fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Architect, and provided Owner or Architect do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Architect has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Architect, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### **ARTICLE 16 – DISPUTE RESOLUTION**

#### 16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Architect for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Architect's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## **ARTICLE 17 – MISCELLANEOUS**

### **17.01 *Giving Notice***

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **17.02 *Computation of Times***

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **17.03 *Cumulative Remedies***

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.04 *Survival of Obligations***

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### **17.05 *Controlling Law***

- A. This Contract is to be governed by the law of the state in which the Project is located.

### **17.06 *Headings***

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## **END OF SECTION**

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions, which are not so amended or supplemented, remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

**SC-1.01 Defined Terms**

SC-1.01.A.52 Add the following paragraphs immediate after Paragraph 1.01.A.52:

53. *Architect's Consultant* — An individual or entity having a contract with Architect to furnish services as Architect's independent professional associate or consultant with respect to the Project. Architect's Consultants are identified as follows:

a) Architect used no consultants in the preparation of this Project.

SC-1.01.A.9 Amend paragraph 1.01.A.9 of the General conditions to read as follows:

Change Order: A document which is signed by Contractor, Owner, and by Architect, and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after Effective Date of the Agreement.

SC1.01.A.14 Amend paragraph 1.01.A.14 of the General Conditions by the addition of the following provision:

Execution for this Agreement by Contractor constitutes an acknowledgement and agreement by Contractor that all Contract Times stated in the Contract Documents are reasonable and are of sufficient duration for the Work required to be performed within such times. Contractor acknowledges that Work on Saturdays, Sundays, or legal holidays requires the prior written consent of Owner and further requires that Contractor shall be responsible for, and shall pay, any and all overtime or extra cost incurred by Owner or Architect resulting from such Work on Saturdays, Sundays, or legal holidays.



Contractor further acknowledges that unless expressly stated otherwise, all days and times set forth in the Contract Documents shall be measured by calendar days.

## **SC-2.01      Delivery of Bonds and Evidence of Insurance**

SC-2.01.B      Add the following new paragraph immediately after Paragraph 2.01.B:

1. Provide Owner, at the time Contracts are returned by Owner for execution, three (3) copies of all insurance certificates. In addition, all coverages held jointly in names of Owner and/or Architect, three (3) additional copies of policies shall be furnished. Each additional insured identified in the Supplementary Conditions shall be provided one copy of all insurance certificates. Owner reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies" and so designated.

## **SC-2.02      Copies of Documents**

SC-2.02      Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner shall furnish to Contractor up to three (3) printed or hard copies of the Drawings and Project Manual and one (1) set in electronic format. Additional copies will be furnished upon request at the cost of reproduction.

## **SC-2.03      Commencement of Contract Times; Notice to Proceed**

SC-2.03.A      Add the following paragraph immediately after Paragraph 2.03.A:

- B. Should the Owner require additional time to award a Contract, the time may be extended by the mutual agreement between the Owner and the successful Bidder. If an award of Contract has not been made within 60 days from the Bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of the either party.

## **SC-2.07      Initial Acceptance of Schedules**

SC-2.07.A.3      Add the following language at the end of Paragraph 2.07.A.3:

4. Contractor shall not imbalance their Schedule of Values nor artificially inflates any element thereof. If required by Owner or Architect,

Contractor shall furnish any required documentation to substantiate that the Schedule of Values is balanced and not artificially inflated. Violation of this provision by Contractor may constitute a material breach of this Agreement.

### **SC-3.01 Intent**

SC-3.01.C Add the following language at the end of Paragraph 3.01.C:

In the event of a conflict, discrepancy, contradiction, or inconsistency within the Contract Documents and for the resolution of same, the following order of hierarchy and control shall apply and prevail:

1) Contract; 2) Addenda; 3) Supplementary General Conditions; 4) General Conditions; 5) Specifications; 6) Drawings; 7) Instruction to Bidders; 8) Invitation to Bid; 9) Sample Forms.

If a conflict, discrepancy, contradiction, or inconsistency occurs within or between the Specifications and the Drawings, resolution shall be controlled by the following:

1. As between figures, dimensions, or numbers given on Drawings and any scaled measurements, the figures, dimensions, or numbers shall govern;
2. As between large scale drawings and small-scale drawings, the larger scale drawings shall govern;
3. As between technical specifications and drawings, the technical specifications shall govern;
4. Shop Drawings and Submittals: Shop drawings and other submittals from the Contractor, subcontractors, or suppliers do not constitute a part of the Contract Documents;
5. 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.

### **SC-4.01 Availability of Lands**

SC-4.01.C Add the following new paragraph immediately after Paragraph 4.01.C:

- D. Contractor has received a list of Work areas from Owner where some easements necessary to complete this Project may not have been obtained by Owner at Bid time, and may not be available until an undetermined time during the construction period. Owner will notify

Contractor when such easements have been secured and when Contractor may proceed with Work in those areas.

1. Contractor may request an extension of Contract Times in accordance with Article 10 of the General Conditions if Owner is unable to secure easements within 30 days after the effective date of the Agreement.
2. Requests for a change in Contract Price for areas that have been identified as unavailable at time of Bid and may impact Contractor's work production will not be considered.

#### **SC-4.02 Subsurface and Physical Conditions,**

SC-4.02.A Delete Paragraph 4.02.A and replace it in its entirety with:

- A. In the preparation of Drawings and Specifications, Architect or Architect's Consultants did not rely upon reports of explorations or tests of subsurface conditions at the Site, except as noted on Drawings.

#### **SC-4.06 Hazardous Environmental Condition at Site**

SC-4.06.A Delete Paragraph 4.06.A and replace it in its entirety with:

- A. In the preparation of Drawings and Specifications, Architect or Architect's Consultants did not rely upon reports of Hazardous Environmental Conditions at the Site, except as noted on Drawings.

#### **SC-5.02 Licensed Sureties and Insurers**

SC-5.02.A Add the following language at the end of Paragraph 5.02.A:

In order to determine financial strength and reputation of insurance carriers, all companies providing the coverages required shall be licensed or approved by the Insurance Bureau of the State in which the Work is performed and shall have a financial rating not lower than VI and a policyholder's service rating no lower than A- as listed in A.M. Best's Key Rating Guide, current edition. Certificates of insurance shall note A.M. Best's Rating. All bonds and insurance coverages shall be with sureties or insurance companies that are acceptable to OWNER.

#### **SC-5.03 Certificates of Insurance**

SC-5.03.E Add the following new paragraphs at the end of Paragraph 5.03.E:

- F. The identity of the additional insureds that are to be included on Contractor's insurance policies are:
1. Peachtree City Water & Sewerage Authority and including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees, and volunteers.

#### **SC-5.04 Contractor's Liability Insurance**

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
    - a. State: Statutory
    - b. Applicable Federal (i.e., Longshoreman's): Statutory
    - c. Employer's Liability:
      - 1) Each Accident: \$500,000
      - 2) Disease Employee Limit: \$500,000
      - 3) Each Employee: \$500,000
  2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.5 of the General Conditions which shall include Commercial General Liability, Contractual Liability, and Products/Complete Operations Liability, Owners and Contractors Protective Liability, and Personal Injury Liability Insurance covering all operations required to complete the work, including coverage for damage caused by explosion, collapse or structural injury, and damage to underground utilities with the following minimum limits of liability:

<u>Contract Amount</u>	<u>Insurance Liability</u>
\$1,000,000.00 or less	\$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability- each occurrence.
Over \$1,000,000.00	\$5,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability – each occurrence.

The Products/Completed Operations Liability Insurance shall be provided for a period of at least one year after completion of the work.

The Contractual Liability Insurance Coverage insuring the performance of the contractual obligations assumed by the Contractor by acceptance of this Contract, including specifically, but without limitation thereto, the above- mentioned agreement, included herein.

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

Comprehensive Automobile Liability Insurance with the following minimum limits of liability:

<u>Contract Amount</u>	<u>Insurance Liability</u>
\$5,000,000.00 or less	\$1,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability- each occurrence.
Over \$5,000,000.00	\$3,000,000.00 Combined Single Limit Bodily Injury and Property Damage Liability- each occurrence.

This insurance is to apply to all owned, non-owned, and hired automobiles and other vehicles used by the Contractor in the performance of the work.

4. Contractor's General Liability under Paragraphs 5.04.A.3 through A.5 of the General Conditions which shall include Excess or Umbrella Liability (Occurrence Form):

General per contract:

1. Aggregate: \$ 3,000,000.00
2. Each Occurrence: \$ 3,000,000.00

## **SC-5.06 Property Insurance**

SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following in its place:

- A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. This insurance shall:
1. Include the interests of Owner, Contractor, Subcontractors, Architect, Architect's Consultants and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured listed in Paragraph SC-5.03.E;
  2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Work, temporary buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;
  3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Architect;
  5. Allow for partial utilization of the Work by Owner;
  6. Include testing and startup; and
  7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor and Architect with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.
  8. Contractor shall be responsible for any deductible or self-insured retention.
  9. The policy will not cover Contractor's or its subcontractor's or supplier's equipment, tools or other property that is not consumed during construction or does not become a part of the Project. Contractor shall bear the expense of any additional policy to cover these items.
  10. The policies of insurance required to be purchased and maintained by

Contractor in accordance with this Paragraph SC-5.06 shall comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-5.06.B Delete Paragraph 5.06.B of the General Conditions in its entirety and insert the following in its place:

B. Contractor shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Architect, Subcontractors and any other individuals or entities identified in the Specific Project Conditions and/or Supplementary Conditions.

SC-5.06.D Supplement Paragraph 5.06.D of the General Conditions as follows:

If deductibles are included in any of the insurance policies described above, Contractor will be responsible for costs not paid because of these deductibles.

SC-5.06.E Delete Paragraph 5.06.E of the General Conditions in its entirety and insert the following in its place:

E. If Owner requests in writing that other special insurance such as "soft cost" for the protection of the Owner, it will be included in the property insurance policies provided under Paragraph 5.06. Contractor shall, if possible, include such insurance, and the cost thereof will be charged to Owner by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the Site, Contractor shall in writing advise Owner whether or not such other insurance has been procured by Contractor. The Contractor may add "soft cost" coverage for the benefit of the Contractor at the Contractor's expense. If the contractor adds such coverage, the Contractor shall advise the Owner.

## **SC-5.07 Waiver of Rights**

SC-5.07.A Delete the last sentence of Paragraph 5.07.A of the General Conditions in its entirety and insert the following in its place:

None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued.

SC-5.07.B Delete Paragraph 5.07.B of the General Conditions in its entirety.

SC-5.07.C Amend Paragraph 5.07.C of the General Conditions to read as follows:

With respect to all insurance required from Contractor by the Contract Documents, Contractor waives any and all rights of subrogation against Owner, Architect and each additional named insured. Furthermore, all such insurance, and any insurance required by law, shall be maintained in full force and effect by Contractor until full and final completion of the Work and until payment therefore by Owner. Nothing contained in the within and foregoing insurance provisions shall in any way limit or release Contractor from any of its duties, obligations or liabilities arising under or relating to the Contract Documents.

SC-5.07      Add the following new paragraph immediately after Paragraph 5.07.C:

- D. Any insurance policy maintained by Contractor covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Owner, Subcontractors, or Architect, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

#### **SC-5.08      Receipt and Application of Proceeds**

SC-5.08.A      In the first sentence of Paragraph 5.08.A amend "... Paragraph 5.06 will be adjusted with Owner and ..." to read "... Paragraph 5.06 will be adjusted with Contractor and ...". The remaining language in Paragraph 5.08.A shall not be altered and remain in effect.

SC-5.08.B      Delete Paragraph 5.08.B in its entirety and replace with:

- B. Contractor as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Contractor's exercise of this power. If such objection be made, Contractor as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Contractor as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Contractor as fiduciary shall give bond for the proper performance of such duties.

#### **SC-6.01      Supervision and Superintendence**



SC-6.01.A Add the following new paragraph immediately after Paragraph 6.01.A:

1. Contractor's resident superintendent shall be dedicated full-time to the project. The superintendent shall have no less than three (3) years experience as a superintendent on one or more projects similar in nature, size and scope of the Project. Contractor shall furnish to Architect a detailed resume setting forth the qualifications of the superintendent prior to their assignment to the Project. The qualifications of the superintendent must be acceptable to Owner.

## **SC-6.08 Permits**

SC-6.08 Add the following new paragraphs immediately after Paragraph 6.08.A:

- B. OWNER has secured or will secure the following permits, approvals and licenses and has paid or will pay any associated charges and fees. Contractor shall pay all inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement.
  1. Soil Erosion and Sediment Control Permit.

## **SC-6.09 Laws and Regulations**

SC-6.09.C Add the following new paragraphs immediately after Paragraph 6.09.C:

- D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible for under Paragraph 6.09, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:
  1. In accordance with Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352) (Title VII) as amended, as it appears in volume 42 of the United States Code beginning at section 2000e, a Contract to which the State, a political subdivision, or an agency thereof is a party shall contain a covenant by Contractor and his subcontractors not to discriminate against an Employee or Applicant for employment with respect to hire, tenure, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin or ancestry, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of the Contract.
  2. Prevailing Wages: Contractor shall pay not less than the prevailing rate

of wages in accordance with O.C.G.A. § 34-4-3.

3. Hours of Labor: Employees that qualify, per O.C.G.A. § 21-2-404, may take two hours off from work to vote in an election.
4. Discrimination: Per O.C.G.A. § 34-1-2, Contractor, Subcontractor, nor any person on its behalf, shall refuse to hire, employ, or license, nor bar or discharge from employment, any individual between the ages of 40 and 70 years, solely upon the grounds of age, when the reasonable demands of the position do not require such an age distinction, provided that individual is qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to them or for which they apply.
5. Notification Requirements for Excavations: Prior to blasting or excavating with mechanized excavating equipment, Contractor shall notify, within 72 hours, the Utilities Protection Center per O.C.G.A. § 25-9-6.
6. "Georgia Security and Immigration Compliance Act" of 2006: Senate Bill 529 (The GA Security and Immigration and Compliance Act) requires contractors to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor. This requirement of SB529 is a phased-in affidavit filing requirement based on the size of the contractor. Contractors with 500 or more employees are required to file an affidavit of compliance beginning 7/1/07. However, because the requirement is set forth in O.C.G.A. § 13-10-91 which is a part of Chapter 10 of Title 13 governing public works contracts, the affidavit filing requirements of SB529 therefore only apply to public works contracts.

#### **SC-6.11      Use of Site and Other Areas**

SC-6.11.A.3    Add a new paragraph immediately after Paragraph 6.11.A.3:

4. Contractor is responsible to ensure that all activities required to perform the Work are confined to the limits of Owner's property and easements established for the Work. Permanent structures placed outside the limits of Owner's property or defined permanent easements shall be relocated as necessary at no additional change in Contract Price.

SC-6.11.E      Add a new paragraph 6.11.E immediately following Paragraph 6.11.D of the General Conditions:

Barricades and Warning Signs: Contractor shall provide, erect, maintain and finally remove all barricades and detour signs necessary to properly protect and divert traffic. Such barricades and signs shall be illuminated at night. Contractor will be held responsible for all damage to the Work due to failure of the signs and barricades to properly protect the Work from traffic, pedestrians, animals and from all other sources. Construction of all barricades shall be such as acceptable to Owner and any and all governmental agencies and departments having jurisdiction and control over traffic.

#### **SC-6.17      Shop Drawings and Samples**

SC-6.17.E      Add the following new paragraphs immediately after Paragraph 6.17.E:

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required review of an item with no more than three submittals. Architect will record Architect's time for reviewing subsequent submittals of Shop Drawings, samples or other items requiring review and Contractor shall reimburse Owner for Architect's charges for such time.
  - 1. In the event that Contractor requests a substitution for a previously reviewed item, Contractor shall reimburse Owner for Architect's charges for such time unless the need for such substitution is beyond the control of Contractor.

#### **SC-6.21      Delegation of Professional Design Services**

SC-6.21.B      Add the following new paragraph immediately after Paragraph 6.21.B:

- 1. Where Performance Specifications are used, required systems, equipment, and/or materials to be incorporated in the Project are specified in terms of required results, without mandating specific means for achieving the required results. The functional requirements for the systems, equipment, and/or materials are defined together with the operating conditions and/or environment in which they must operate and general standards which must be satisfied. Performance Specifications establish minimum standards that must be met.

SC-6.21.D      Add the following new paragraph immediately after Paragraph 6.21.D:

- 1. Observations or requirements that Architect may communicate to Contractor or others are for clarification only and shall not alter the responsibility of any party nor be interpreted to impose on Owner or Architect any liability to Contractor, subcontractors, suppliers, or

manufacturers related to systems, equipment, or materials supplied pursuant to a Performance Specification. Neither Contractor nor anyone claiming rights by virtue of this Contract or any subcontract or order placed hereunder shall seek to recover from Owner or Architect any losses or damages suffered as a result of any deficiency, defect, or performance problem in any systems, equipment, or materials supplied pursuant to a Performance Specification.

## **SC-7.01      Related Work at Site**

SC-7.01.A.2 Add the following new paragraph immediately after Paragraph 7.01.A.2:

3. Owner has executed contracts for Goods and Special Services for other portions of this Project and has assigned these contracts to Contractor. Contractor's costs for assuming these contracts, unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the assignment of the contract have been included in the Contract Price and not in the assignment costs. No change in Contract Price on account of any of the foregoing will be valid. The following equipment will be assigned to Contractor:
  - a. (List all Owner purchased equipment here, including reference to any contract numbers.)

## **SC-7.02      Coordination**

SC-7.02.B Add the following new paragraphs immediately after Paragraph 7.02.B:

- C. The following tasks shall become Contractor's responsibility upon assignment of equipment purchased by Owner:
  1. Coordination of all systems interfacing with equipment.
  2. Scheduling and coordinating equipment delivery, loading, unloading, handling on the Site, and installation.
  3. Scheduling and coordination of manufacturer's services as indicated in Owner's procurement contract.
  4. Equipment warranty to remain with manufacturer.
  5. Payments as indicated in Owner's procurement contract.

### **SC-9.03      Project Representative**

SC-9.03      Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be a member of the Architect's firm. The responsibilities, authority and limitations of the RPR shall be in accordance with Article 9 of the General Conditions. Additional responsibilities, authority and limitations of the RPR shall be:
  - 1. Review the Work at the Site during the periods as stipulated in the Owner-Architect Agreement, and in accordance with Paragraph 9.02.
  - 2. Communicate between the Owner, Contractor and Architect.
  - 3. Retain a copy of shop drawing submittals, testing results, Applications for Payment, Change Orders, Claims, and other correspondence at the Site.
  - 4. Review Contractor's Application for Payment and Change Orders prior to submission to Architect in accordance with Paragraph 9.06.
  - 5. Perform the preliminary determination of the actual quantities and classifications of Unit Price Work performed by Contractor for the Architect in accordance with Paragraph 9.07.
  - 6. RPR will not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Architect.

### **SC-11.01      Cost of the Work**

SC-11.01.A.5.c      Delete Paragraph 11.01.A.5.c in its entirety and insert the following in its place:

- c. Construction Equipment and Machinery:
  - 1) Rentals of all construction equipment and machinery, and the parts thereof in accordance with rental agreements approved by Owner with the advice of Architect, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Blue Book, Building and Construction (Georgia). An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating

costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than \$1,000 will be considered small tools.

### **SC-11.03 Unit Price Work**

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following in its place:

- D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment in the Contract Price under the following conditions:
1. if the Bid price of a particular item of Unit Price Work amounts to five percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than twenty five percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

### **SC-12.01 Change of Contract Price**

SC-12.01.C.2.f Add the following new paragraphs immediately after Paragraph 12.01.C.2.f:

- g. An example of how the procedure works is:

Cost of Work Performed or Furnished by Sub-Subcontractor	\$10,000.00
Sub-Subcontractor's Fee (15%)	\$1,500.00
Total Cost Paid by Subcontractor to Sub-Subcontractor	<hr/> \$11,500.00

Subcontractor's Fee (5%)	575.00
Total Cost Paid by Contractor to Subcontractor	<u>\$12,075.00</u>
Contractor's Fee (5%)	603.75
Total Cost of Work Plus Fee	<u>\$12,678.75</u>

### **SC-12.03 Delays**

SC-12.03.F Add the following immediately after Paragraph 12.03.E:

Average Number of Days in which precipitation is in excess of 0.10 inches per day is tabulated below for the region in which the project is located. Completion time will not be extended for normal weather conditions. The time for completion as stated in the Contract Documents includes due allowance for calendar days on which work cannot be performed. For the purpose of this Contract, the Contractor agrees that he may expect to lose calendar days due to weather in accordance with the following table:

Jan. 10 days	May 8 days	Sep. 7 days
Feb. 9 days	June 8 days	Oct. 6 days
Mar. 9 days	July 11 days	Nov. 7 days
Apr. 8 days	Aug. 9 days	Dec. 8 days

Also, the Contractor agrees that the measure of extreme weather during the period covered by this Contract shall be the number of days in excess of those shown for each month in the table above, in which precipitation exceeded 0.10 inch and the average temperature failed to exceed 40 degrees F., averaged from the Peachtree City Airport, Georgia. This is the same source of data used to determine normal weather losses. If the total accumulated number of calendar days lost to weather, from the start of work until the completion of project exceeds that total accumulated number to be expected for the same period from the table above, time for completion will be extended by the number of calendar days needed to include the excess number of calendar days lost. Request for extension in contract time shall be done in accordance with the General Conditions.

No change in Contract Sum will be authorized because of adjustments of Contract Time due to Owner's acceptance of Contract Claims for adjustments to Time due to abnormal weather conditions.

## **SC-14.02 Progress Payments**

SC-14.02.A.3 Delete Paragraph 14.02.A.3 in its entirety and insert the following in its place:

3. Owner shall retain five percent (5%) of the amount of total payment due the Contractor until the Project is 100% satisfactorily complete. When the Work is Substantially Complete, and upon written notice from Contractor, the retained amount may be further reduced to an amount of 200% of the value of the work remaining for Final Completion as determined by the Architect.

SC-14.02.C.1 Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. Thirty (30) days after presentation of the Application for Payment to Owner with Architect's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor; except when funds with which payments are made are provided by a department or agency of the State or Federal government, in which case payment to Contractor shall be made within fifteen (15) days after Owner receives said funds.
2. If Owner fails to make payment as herein provided, interest will accrue to each such payment that is past due in the amount as allowed per O.C.G.A. § 13-11-17.

**END OF SECTION**



DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
  - A. The dangers of drug abuse in the work place;
  - B. The vendor's policy of maintaining a drug-free workplace;
  - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1):
4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - A. Abide by the terms of the statement; and
  - B. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying Owner in writing within ten (10) calendar days after receiving notice under subdivision (4)(A) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
  - A. Taking appropriate personnel action against such employee, up to and including termination; and/or
  - B. Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6)

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

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

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

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

**END OF SECTION**

**SECTION 00 94 39**

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FIELD ORDER

No.

Date of Issuance: Effective Date:

Project: Peachtree City Water & Sewerage Authority Interior Alteration - Level 2	Owner's Contract No.: 2025-600
Owner: Peachtree City Water & Sewerage Authority	Date of Contract:
Contractor:	Architect's Project No.: 22-3798

Attention:

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.04.A, for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Architect immediately and before proceeding with this Work.

Reference:

(Specification Section(s)) (Drawing(s) / Detail(s))

Description:

Attachments:

		Architect:
<b>Receipt Acknowledged by Contractor:</b>		Date:

Copy to Owner

**END OF SECTION**

**SECTION 00 94 63**

## CHANGE ORDER

No.

Date of  
Issuance:

Effective Date:

Project: Peachtree City Water & Sewerage Authority Interior Alteration - Level 2	Owner's Contract No.: 2025-600
Owner: Peachtree City Water & Sewerage Authority	Date of Contract:
Contractor:	Architect's Project No.: 22-3798

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

**Attachments (list documents supporting change):**

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ \_\_\_\_\_

[Increase] [Decrease] from previously  
approved Change Orders No. \_\_\_\_\_ to  
No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change  
Order:

### CHANGE IN CONTRACT TIMES:

☐ Calendar

Original Contract Times: ☐ Working days \_\_\_\_\_ days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change  
Orders  
No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

\$ \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

\$ \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

\$ \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

---

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Architect (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

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

Approved by Funding Agency (if applicable):  
\_\_\_\_\_

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

**END OF SECTION**

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**SECTION 01 10 00**

**SUMMARY OF WORK**

# PART 1 GENERAL

## **1.01 SECTION INCLUDES**

- A. Location of Work
- B. Scope of Work
- C. Substantial Completion requirements
- D. Final Completion requirements
- G. Contractor use of premises
- H. Owner Occupancy
- I. Protection of Owner, agents of the Owner, workmen, and the public
- I. Project Utility Sources

## **1.02 PROJECT LOCATION**

1127 Highway 74 South, Peachtree City, GA 30269

## **1.03 SCOPE OF WORK**

- A. Interior Alterations – Level 2<\_\_\_\_\_>

## **1.04 SUBSTANTIAL COMPLETION REQUIREMENTS**

Project to be substantially complete within 120 days of the "Notice to Proceed"

## **1.05 FINAL COMPLETION REQUIREMENTS**

Project to be final complete within 14 days beyond Substantial Completion.

Complete with all "punch list" items identified with the establishment of substantial completion, be final complete in all respects, and comply with additional final completion requirements as specified in the General and Supplementary Conditions.

## **1.06 CONTRACTOR'S USE OF PREMISES**



- A. Limit the use of the OWNER's property to the areas indicated on the Drawings. Do not disturb the OWNER's or adjacent properties beyond the areas indicated on the Drawings. The CONTRACTOR shall:
  - 1. Allow for OWNER and ARCHITECT occupancy.
  - 2.
- B. Coordinate the use of the premises with the ARCHITECT.
- C. CONTRACTOR shall assume full responsibility for security of all its and all of its subcontractors stored materials and equipment either on or off-site.
- D. Immediately move any stored items, which interfere with the operations of the OWNER and other contractors as directed by the OWNER.
- E. Obtain and pay for additional storage and/or work areas as needed to complete the Work required by this Contract.

#### **1.07 OWNER OCCUPANCY**

- A. The Owner will occupy the site during the entire period of construction.
- B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.
- C. Schedule the Work to accommodate this requirement.

#### **1.08 PROTECTION OF THE OWNER, AGENTS OF THE OWNER, WORKMEN AND THE PUBLIC**

The Contractor and the Superintendent are requested to carefully read the Articles of the General Conditions relating to protection of the Owner, agents of the Owner, workmen, and the public, such as Insurance, Indemnity, Licenses, Permits, Compliance with Laws, Ordinances and Regulations, Safety Warning Signs and Barricades, Public Conveniences, Sanitary Provisions, etc. This request is made to stress the importance of safe prosecution of the work, and does not imply that the Contractor and his Superintendent should not be completely familiar with all Articles of the General Conditions and all other provisions of the Contract Documents. Under the terms and Conditions of the Contract, the Architect shall not be required to act as Safety Engineer or Safety Supervisor since such responsibility remains solely with the Contractor, who, in the prosecution of his work, is bound by the requirements of "Safety and Health Regulations for Construction Occupational Safety and Health Administration, U.S. Government Department of Labor" and other

authorities having jurisdiction. It is recommended the Contractor seek the advice of the Safety Inspector for his Insurance Carrier in regard to job safety, and that he observe all precautions and safety provisions as outlined in the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable laws or regulations.

## PART 2 EQUIPMENT - (NOT USED)

## PART 3 EXECUTION - (NOT USED)

**END OF SECTION**

## PART 1 GENERAL

### 1.01 SUMMARY

This section contains procedures for measuring work performed by the contractor and subsequent payment of that work. It also contains descriptions related to measurement and payment.

### 1.02 SECTION INCLUDES

- A. Descriptions
- B. Unit Price Payment Items
- C. Cash Allowances
- D. Testing and Inspection Allowances
- E. Schedule of Values
- F. Application for Payment
- G. Change Procedures
- H. Defect Assessment

### 1.03 DESCRIPTIONS

- A. The Bid lists each item of the Project for which payment will be made. No payment will be made for any items other than those listed in the Bid.
- B. Required items of work and incidentals necessary for the satisfactory completion of the work which are not specifically listed in the Bid, and which are not specified in this Section to be measured or to be included in one of the items listed in the Bid, shall be considered as incidental to the work. All costs thereof, including Contractor's overhead costs and profit, shall be considered as included in the lump sum or unit prices bid for the various Bid items. The Contractor shall prepare the Bid accordingly.

- C. Work includes furnishing all plant, labor, equipment, tools and materials, which are not furnished by the Owner and performing all operations required to complete the work satisfactorily, in place, as specified and as indicated on the Drawings.
- D. Measurement of an item of work will be by the unit indicated in the Bid.
- E. Final payment quantities shall be determined from in-place quantities. The precision of final payment quantities shall match the precision shown for that item in the Bid.
- F. Payment will include all necessary and incidental related work not specified to be included in any other item of work listed in the Bid.
- G. Unless otherwise stated in individual sections of the Specifications or in the Bid, no separate payment will be made for any item of work, materials, parts, equipment, supplies or related items required to perform and complete the work. The costs for all such items required shall be included in the price bid for item of which it is a part.
- H. Payment of lump sum items shall be based upon progress of the Work as developed through proper updating of the construction Schedule. Estimates of percent complete established by the Architect and Contractor shall be the basis by which earned value will be calculated and payments will be authorized.
- I. Payment of unit price items will be made by extending unit prices multiplied by quantities provided and then summing the extended prices to reflect actual work. Such price and payment shall constitute full compensation to the Contractor for furnishing all plant, labor, equipment, tools and materials not furnished by the Owner and for performing all operations required to provide to the Owner the entire Project, complete in place, as specified and as indicated on the Drawings.

#### **1.04 LUMP SUM ITEMS**

- 1. This project is a lump sum job.
  - A. Measurement shall be by demonstration to Owner and Engineer that the items submitted on the payment application have been accomplished.
  - B. Payment shall be in full when measurement has been demonstrated less retainage as required by the contract documents.

## **1.05**

### **1.07 SCHEDULE OF VALUES**

- A. Submit printed schedule on EJCDC C-620 or Contractor's standard form or electronic media printout will be considered for this use.
- B. Submit Schedule of Values within 20 days after date established in Notice to Proceed.
- C. Format: Use Table of Contents of this Project Manual. Identify each line item with number and title of major Specification Section. Also identify site mobilization, and bonds and insurance.
- D. Include in each line item amount of allowances as specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- E. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders with each Application for Payment.

### **1.08 EXISTING CONDITIONS PHOTOGRAPHS AND VIDEO**

- A. Contractor shall provide to Owner complete and detailed photographs and video of entire project site, indicating existing site conditions. Contractor to submit with Schedule of Values.

### **1.09 APPLICATION FOR PAYMENT**

- A. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work
  - 3. Scheduled Values.

4. Previous Applications.
5. Work in Place and Stored Material under this Application.
6. Authorized Change Orders.
7. Total Completed and Stored to Date of Application.
8. Percentage of Completion.
9. Balance to Finish.
10. Retainage.
11. Construction Photographs.

B. Submittal Procedures

1. Submit six (6) copies of each Application for Payment.
2. Submit and updated construction schedule with each application for Payment.
3. Payment Period: Submit on the 25<sup>th</sup> of each month.
4. Submit with transmittal letter as specified for Submittals in Section 01 33 00.
5. Submit waivers showing that suppliers and sub-contractors have been paid the amount due from the previous invoice.
6. The first application will be processed after owner agreement with the construction schedule.

C. Substantiating Data for Progress Payments

1. When the Architect requires substantiating data, submit suitable information with a cover letter identifying:
  - a. Project.
  - b. Application for Payment number and date.
  - c. Detailed list of enclosures.
  - d. For stored products:
    - 1) Item number and identification as shown on the Application for Payment.
    - 2) Description of specific material
    - 3) Invoices for stored products
2. Submit one copy of data and cover letter for each copy of the Application for Payment.
3. Maintain an updated set of drawings to be used as record drawings in accordance with Section 01 70 00. Exhibit the updated record drawings for review by the Architect.

## **1.10 CHANGE PROCEDURES**

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Architect; establish procedures for handling queries and clarifications.
  - 1. Use CSI Form 13.2A - Request for Interpretation or Contractor's standard for requesting interpretations.
  - 2. Architect may respond with a direct answer on the Request for Interpretation form.
- D. Architect will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in Section 00 94 39 Field Order.
- E. Architect may issue Notice of Change in Section 00 94 49 Work Change Directive including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change. Contractor will prepare and submit estimate within < \_\_\_\_\_ seven \_\_\_\_\_ > days.
- F. Contractor may propose changes by submitting a request for change to Architect, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation.
- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in Conditions of the Contract in Section 00 94 63 Change Order.
- H. Correlation of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.

2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
3. Promptly enter changes in Record Documents.

#### **1.11 DEFECT ASSESSMENT**

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Architect and Owner.
- D. Defective Work will be partially repaired according to instructions of Architect and Owner, and unit sum/price will be adjusted to new sum/price at discretion of Architect and Owner.
- E. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- F. Authority of Architect and Owner to assess defects and identify payment adjustments is final.
- G. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
  1. Products wasted or disposed of in a manner that is not acceptable.
  2. Products determined as unacceptable before or after placement.
  3. Products not completely unloaded from transporting vehicle.
  4. Products placed beyond lines and levels of the required Work.
  5. Products remaining on hand after completion of the Work.
  6. Loading, hauling, and disposing of rejected products.



PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**END OF SECTION**

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ADMINISTRATIVE REQUIREMENTS

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Contractor coordination requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Preinstallation meetings.
- E. Closeout meeting.
- F. Alteration procedures.

**1.2 CONTRACTOR COORDINATION REQUIREMENTS**

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements [**, with provisions for accommodating items installed later**].
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practical; place runs parallel with lines of building. Use spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
  - 1. Coordination Drawings: Prepare as required to coordinate all portions of Work. Show relationship and integration of different construction elements that require coordination during fabrication or installation to fit in space provided or to function as intended. Indicate locations where space is limited for installation and access and where sequencing and coordination of installations are important.
- D. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- E. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.

- F. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

### 1.3 PRECONSTRUCTION MEETING

- A. **Owner/Architect** will schedule and preside over meeting after **[Notice of Award]**.
- B. Attendance Required: Architect, Owner, **[Resident Project Representative,]** **[appropriate governmental agency representatives,]** **[Construction Manager,]** **[major Subcontractors,]** and Contractor.
- C. Minimum Agenda:
  - 1. **[Execution of Owner-Contractor Agreement.]**
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of **[list of Subcontractors,]** list of products, schedule of values, and Progress Schedule.
  - 5. Designation of personnel representing parties in Contract.
  - 6. Communication procedures.
  - 7. Procedures and processing of requests for interpretations, field decisions, submittals, substitutions, Applications for Payments, proposal request, Change Orders, and Contract closeout procedures.
  - 8. Scheduling.
  - 9. Critical Work sequencing.
  - 10. Scheduling activities of **[Geotechnical Engineer, testing agencies, utilities verification, etc.]**.
- D. Owner will: Record minutes and email to participants within **[ten]** days after meeting.

### 1.4 PROGRESS MEETINGS

- A. Contractor to schedule and administer meetings throughout progress of the Work at **[monthly]** intervals.
- B. Attendance Required: Job superintendent, major **[Subcontractors]**, suppliers, and **[Architect,]** and **[Owner,]** as appropriate to agenda topics for each meeting.
- C. Minimum Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.

4. Identification of problems impeding planned progress.
  5. Review of submittal schedule and status of submittals.
  6. Review of off-Site fabrication and delivery schedules.
  7. Maintenance of Progress Schedule.
  8. Corrective measures to regain projected schedules.
  9. Planned progress during succeeding work period.
  10. Coordination of projected progress.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on Progress Schedule and coordination.
  13. Other business relating to Work.
- D. **[Contractor:]** Will record minutes and email to participants within **[five]** days after meeting.

## 1.5 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at **[Project Site]** before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Architect **[four]** days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
  1. Review conditions of installation, preparation, and installation procedures.
  2. Review coordination with related Work.

## 1.6 CLOSEOUT MEETING

- A. Contractor will schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: **[Contractor]**, **[Subcontractors]**, **[Architect]**, **[Owner]**, and others appropriate to agenda.
- C. Notify Architect **[five]** days in advance of meeting date.
- D. Minimum Agenda:
  1. Start-up of facilities and systems.
  2. Operations and maintenance manuals.
  3. Testing, adjusting, and balancing.
  4. System demonstration and observation.

5. Operation and maintenance instructions for Owner's personnel.
  6. Contractor's inspection of Work.
  7. Contractor's preparation of an initial "punch list."
  8. Procedure to request Architect inspection to determine date of Substantial Completion.
  9. Completion time for correcting deficiencies.
  10. Inspections by authorities having jurisdiction.
  11. Certificate of Occupancy and transfer of insurance responsibilities.
  12. Partial release of retainage.
  13. Final cleaning.
  14. Preparation for final inspection.
  15. Closeout Submittals:
    - a. Project record documents.
    - b. Operating and maintenance documents.
    - c. Operating and maintenance materials.
    - d. Affidavits.
  16. Final Application for Payment.
  17. Contractor's demobilization of Site.
  18. Maintenance.
- E. Architect to record minutes and email to participants within **[five]** days after meeting.

## **PART 2 PRODUCTS (Not Used)**

## **PART 3 EXECUTION**

### **3.1 ALTERATION PROCEDURES**

- A. **[Designated areas of existing facilities] [Entire facility]** will be occupied for normal operations during progress of construction. Cooperate with Owner in scheduling operations to minimize conflict and to permit continuous usage.
1. Perform Work not to interfere with operations of occupied areas.
  2. Keep utility and service outages to a minimum and perform only after written approval of Owner.

3. Clean Owner-occupied areas daily. Clean spillage, mud, and heavy collection of dust in Owner-occupied areas immediately.
- B. Materials: As specified in product Sections; match existing products with new [**and salvaged**] products for patching and extending Work.
- C. Employ [**skilled and experienced**] installer to perform alteration and renovation Work.
- D. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion. Comply with Section 01 70 00 - Execution and Closeout Requirements.
- E. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- F. Remove debris and abandoned items from area and from concealed spaces.
- G. Prepare surface and remove surface finishes to permit installation of new Work and finishes.
- H. Remove, cut, and patch Work to minimize damage and to permit restoring products and finishes to [**original**] [**or**] [**specified**] condition.
- I. Where new Work abuts or aligns with existing Work, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Engineer for review.
- K. Finish surfaces as specified in individual product Sections.

## END OF SECTION

## PART 1 GENERAL

### 1.01 SCOPE

General procedures and requirements for submittals during the course of construction.

### 1.02 SECTION INCLUDES

- A. Submittal Procedures.
- B. Construction progress schedules.
- C. Shop drawings.
- D. Product data.
- E. Samples
- F. Miscellaneous Submittals.
- G. Construction photographs / videos.
- H. Resubmission requirements.

### 1.03 SUBMITTAL PROCEDURES

- A. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix. (Example 1-A, 1-B, etc.)
- B. Identify Project, Contractor, Subcontractor or supplier, pertinent Drawing sheet and detail number, and specification Section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the work and Contract Documents.
- D. Submit submittal to Architect.

- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
- F. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.
- G. In scheduling, allow sufficient time for the Architect's review following the receipt of the submittal.

#### **1.04 CONSTRUCTION PROGRESS SCHEDULES**

- A. Submit 3 copies of initial progress schedule within 20 days after date of Owner-Contractor Agreement established in Notice to Proceed for Architect review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Show complete sequence of construction by activity, identifying work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of work at each submission.
- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery including those furnished by Owner and under Allowances.

#### **1.05 SHOP DRAWINGS**

- A. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared. In addition to the number of copies required for return by the contractor submit 5 additional copies for Architect.
- B. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, specification section, schedule or room numbers shown on the Contract Drawings.
- C. Architect Review



1. Allow a minimum of 30 days for the Architect's initial processing of each submittal requiring review and response, except allow longer periods where Shop Drawings, Product Data and Samples processing must be delayed for coordination with subsequent submittals. The Architect will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of two weeks for reprocessing each submittal. Advise the Architect on each submittal as to whether processing time is critical to progress of the Work, and therefore the Work would be expedited if processing time could be foreshortened.
  2. Acceptable submittals will be marked "**No Exceptions Taken**". A minimum of five copies will be retained by the Architect for Architect's and the Owner's use and the remaining copies will be returned to the Contractor.
  3. Submittals requiring minor corrections before the product is acceptable will be marked "**Make Corrections Noted**", The Contractor may order, fabricate and ship the items included in the submittals, provided the indicated corrections are made. Drawings must be resubmitted for review and marked "No Exceptions Taken" prior to installation or use of products,
  4. Submittals marked "**Revise and Resubmit**" must be revised to reflect required changes and the initial review procedure repeated.
  5. The "**Rejected**" notation is used to indicate products which are not Acceptable. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable products.
  6. Only two copies of items marked "Revise and Resubmit" and "Rejected" will be reviewed and marked. One copy will be retained by the Architect and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.
- D. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of shop drawings bearing the Architect's stamp.
- E Substitutions: In the event the Contractor obtains the Architect's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Architect, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.
- F Use of the "No Exceptions Taken" notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Architect's review

shall not relieve the Contractor of responsibility for errors of any kind on the shop drawings. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

#### **1.06 PRODUCT DATA**

- A. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.
- B. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.

#### **1.07 SAMPLES**

- A. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
- B. Provide units identical with final condition of proposed materials or products for the work. Include "range" samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where the Architect's selection is required. Prepare samples to match the Architect's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by the Architect. Architect will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.

#### **1.08 MISCELLANEOUS SUBMITTALS**

Miscellaneous submittals related directly to the Work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs,

survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work but not processed as shop drawings, product data or samples.

#### **1.09 RESUBMISSION REQUIREMENTS**

- A. Shop Drawings
  - 1. Revise initial drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.
  - 2. Indicate on drawings all changes which have been made other than those requested by the Architect.
- B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal with the resubmittal number shown.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

- A. Regulatory requirements.
- B. Quality control.
- C. Tolerances.
- D. References standards.
- E. Labeling.
- F. Mock-up requirements.
- G. Manufacturer's field services.

### 1.02 REGULATORY REQUIREMENTS

- A. Permits: Unless otherwise noted in the bidding documents or specification section 01 10 00 Summary, the Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, etc.
- B. The contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.
- C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work.

### 1.03 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.

- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Architect **[and Owner]** at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

#### **1.04 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### **1.05 REFERENCE STANDARDS**

- A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.

- B. The inclusion of an organization under one category does not preclude that organizations' standards from applying to another category
- C. In addition, all work shall comply with the applicable requirements of local codes, utilities and other authorities having jurisdiction.
- D. All material and equipment, for which a UL standard, and AGA or NSF approval or and ASME requirements is established, shall be so approved and labeled or stamped. The label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.
- E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed below.

F. STANDARD ORGANIZATIONS

1. Piping and Valves

ACPA	American Concrete Pipe Association
ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
CISPI	Cast Iron Soil Pipe Institute
DIPRADuctile Iron Pipe Research Association	
FCI	Fluid Controls Institute
MSS	Manufacturers Standardization Society
NCWPB	National Certified Pipe Welding Bureau
NCPI	National Clay Pipe Institute
NSF	National Sanitation Foundation
PPI	Plastic Pipe Institute
Uni-Bell PVC Pipe Association	

2. Materials

AASHTO	American Association of and Transportation Officials
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- |    |                                  |   |
|----|----------------------------------|---|
|    | ANSI                             | American National Standards Institute             |
|    | ASTM                             | American Society for Testing and Materials        |
| 3. | Painting and Surface Preparation |   |
|    | NACE                             | National Association of Corrosion Engineers       |
|    | SSPC                             | Steel Structures Painting Council                 |
| 4. | Electrical and Instrumentation   |   |
|    | AEIC                             | Association of Illuminating Companies             |
|    | AIEE                             | American Institute of Electrical Engineers        |
|    | EIA                              | Electronic Industries Association                 |
|    | ICEA                             | Insulated Cable Engineers Association             |
|    | IEEE                             | Institute of Electrical and Electronic Engineers  |
|    | IES                              | Illuminating Engineering Society                  |
|    | IPC                              | Institute of Printed Circuits                     |
|    | IPCEA                            | Insulated Power Cable Engineers Association       |
|    | ISA                              | Instrument Society of America                     |
|    | NEC                              | National Electric Code                            |
|    | NEMA                             | National Electrical Manufacturers Association     |
|    | NFPA                             | National Fire Protection Association              |
|    | TIA                              | Telecommunications Industries Association         |
|    | UL                               | Underwriter's Laboratories                        |
|    | VRCI                             | Variable Resistive Components Institute           |
|    | IEC                              | International Electrotechnical Commission         |
|    | IESNA                            | Illuminating Engineering Society of North America |
|    | LPI                              | Lighting Protection Institute                     |
|    | NECA                             | National Electrical Contractors Association       |
|    | NETA                             | International Electrical Testing Association      |

- 5. Aluminum
  - AA Aluminum Association
  - AAMA American Architectural Manufacturers Association
- 6. Steel and Concrete
  - ACI American Concrete Institute
  - AISC American Institute of Steel Construction, Inc.
  - ISI American Iron and Steel Institute
  - CRSI Concrete Reinforcing Steel Institute
  - NRMA National Ready-Mix Association
  - PCA Portland Cement Association
  - PCI Prestressed Concrete Institute
- 7. Welding
  - ASME American Society of Mechanical Engineers
  - AWS American Welding Society
- 8. Government and Technical Organizations
  - AIA American Institute of Architects
  - APHA American Public Health Association
  - APWA American Public Works Association
  - ASA American Standards Association
  - ASAE American Society of Agricultural Engineers
  - ASCE American Society of Civil Engineers
  - ASQC American Society of Quality Control
  - ASSE American Society of Sanitary Engineers
  - CFR Code of Federal Regulations
  - CSI Construction Specifications Institute
  - EDA Economic Development Administration



EPA	Environmental Protection Agency
FCC	Federal Communications Commission
FmHA	Farmers Home Administration
FS	Federal Specifications
IAI	International Association of Identification
ISEA	Industrial Safety Equipment Association
ISO	International Organization for Standardization
ITE	Institute of Traffic Engineers
NBFU	National Board of Fire Underwriters
NFPA	National Fluid Power Association
NBS	National Bureau of Standards
NISO	National Information Standards Organization
OSHA	Occupational Safety and Health Administration
SI	Salt Institute
SPI	The Society of the Plastics Industry, Inc.
USDC	United States Department of Commerce
WEF	Water Environment Federation

9. General Building Construction

AHA	American Hardboard Association
AHAM	Association of Home Appliance Manufacturers
AITC	American Institute of Timber Construction
APA	American Parquet Association, Inc.
APA	American Plywood Association
BHMA	Builders Hardware Manufacturers Association
BIFMA	Business and Institutional Furniture Manufacturers Association

DHI	Door and Hardware Institute
FM	Factory Mutual Fire Insurance Company
HPMA	Hardwood Plywood Manufacturers Association
HTI	Hand Tools Institute
IME	Institute of Makers of Explosives
ISNATA	International Staple, Nail and Tool Association
ISDSI	Insulated Steel Door Systems Institute
IWS	Insect Screening Weavers Association
MBMA	Metal Building Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NAGDM	National Association of Garage Door Manufacturers
NCCLS	National Committee for Clinical Laboratory Standards
NFPA	National Fire Protection Association
NFSA	National Fertilizer Solutions Association
NKCA	National Kitchen Cabinet Association
NWMA	National Woodwork Manufacturers Association
NWWDA	National Wood Window and Door Association
RMA	Rubber Manufacturers Association
SBC	SBCCI Standard Building Code
SDI	Steel Door Institute
SIA	Scaffold Industry Association
SMA	Screen Manufacturers Association
SPRI	Single-Ply Roofing Institute
TCA	Tile Council of America
UBC	Uniform Building Code

10. Roadways
  - AREA American Railway Engineering Association
  - DOT Department of Transportation
  - SSRBC Standard Specifications for Road and Bridge Construction, of Transportation
11. Plumbing
  - AGA American Gas Association
  - NSF National Sanitation Foundation
  - PDI Plumbing Drainage Institute
  - SPC SBCCI Standard Plumbing Code
12. Refrigeration, Heating, and Air Conditioning
  - AMCA Air Movement and Control Association
  - ARI American Refrigeration Institute
  - ASHRAE American Society of Heating, Refrigeration, and Air Conditioning Engineers
  - ASME American Society of Mechanical Engineers
  - CGA Compressed Gas Association
  - CTI Cooling Tower Institute
  - HEI Heat Exchange Institute
  - IIAR International Institute of Ammonia Refrigeration
  - NB National Board of Boilers and Pressure Vessel Inspectors
  - PFMA Power Fan Manufacturers Association
  - SAE Society of Automotive Engineers
  - SMACNA Sheet Metal and Air Conditioning Contractors National Association
  - SMC SBCCI Standard Mechanical Code
  - TEMA Tubular Exchangers Manufacturers Association

13. Equipment
- |       |   |
|-------|---|
| AFBMA | Anti-Friction Bearing Manufacturers Association, Inc. |
| AGMA  | American Gear Manufacturers Association               |
| ALI   | Automotive Lift Institute                             |
| CEMA  | Conveyor Equipment Manufacturers Association          |
| CMAA  | Crane Manufacturers Association of America            |
| DEMA  | Diesel Engine Manufacturers Association               |
| MMA   | Monorail Manufacturers Association                    |
| OPEI  | Outdoor Power Equipment Institute, Inc.               |
| PTI   | Power Tool Institute, Inc.                            |
| RIA   | Robotic Industries Association                        |
| SAMA  | Scientific Apparatus Makers Association               |

## 1.06 LABELING

- A. Attach label from agency approved by authorities having jurisdiction for products, assemblies, and systems required to be labeled by **[applicable code]**.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label:
1. Model number.
  2. Serial number.
  3. Performance characteristics.
- C. Manufacturer's Nameplates, Trademarks, Logos, and Other Identifying Marks on Products: Not allowed on surfaces exposed to view in public areas, interior or exterior.

## 1.07 MOCK-UP REQUIREMENTS

- A. Tests will be performed under provisions identified in this Section and identified in individual product Specification Sections.
- B. Assemble and erect specified or indicated items with specified or indicated attachment and anchorage devices, flashings, seals, and finishes.
- C. Accepted mockups shall be comparison standard for remaining Work.
- D. Where mockup has been accepted by Engineer and is specified in product Specification Sections to be removed, remove mockup and clear area when directed to do so by Architect/Engineer.

#### **1.08 MANUFACTURER'S FIELD SERVICES**

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment, commissioning, etc. as applicable, and to initiate instructions when necessary.
- B. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.

## **PART 2 PRODUCTS (NOT USED)**

## **PART 3 EXECUTION (NOT USED)**

**END OF SECTION**

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TEMPORARY FACILITIES AND CONTROLS

## PART 1 GENERAL

### 1.01 SCOPE

Section includes requirements for installation, maintenance, and removal of temporary utilities, controls, facilities, and construction aids during construction.

### 1.02 SECTION INCLUDES

- A. Temporary facilities which may be necessary for this work include, but are not necessarily limited to:
  - A. Temporary utilities (such as water, sewer, electricity, telephone, and internet).
  - B. First aid facilities.
  - C. Construction offices.
  - D. Parking facilities.
  - E. Traffic regulation.
  - F. Dust control.
  - G. Progress cleaning and waste removal.
  - H. Environmental protection.
  - I. Security.
  - J. Project Sign.
  - K. Removal of utilities, facilities, and controls.

### 1.03 TEMPORARY UTILITIES

- A. Potable Water: [Available] from the Owner. Owner shall cover costs to tap existing water pipeline and connect the pipeline to the designated water source. Potable water can be used for construction and for drinking. Potable

water must be available to the workers for their consumption during any construction activities. However, the water for worker consumption can be from a cooler.

- B. Sanitary Sewer: [Available] from the Owner. Contractor must provide portable toilets or portable septic facilities during and construction activities. The contractor shall pay all costs for sanitary facilities. Contractor's personnel may not use Owner's or Engineer's rest rooms.
- C. Electricity: Electricity [available] at site. Contractor shall pay all costs to connect temporary facilities for both contractor and engineer to electricity. Any costs associated with establishment of final power to site for Owner shall be paid for by owner.
- D. Internet/Camera: Contractor [shall not] provide a high speed Cable/DSL internet connection for use by the Engineer. Contractor shall also provide a suitable outdoor color camera(s) accessible through the internet for live (real time) on-site and off-site viewing of construction in progress for the project duration. All costs associated with internet connection, outlet(s), service and cameras shall be paid for by the contractor.

#### **1.04 FIRST AID FACILITIES**

The Contractor shall provide a suitable first aid station, equipped with all facilities and medical supplies necessary to administer emergency first aid treatment. The Contractor shall have standing arrangements for the removal and hospital treatment of any injured person. All first aid facilities and emergency ambulance service shall be made available by the Contractor to the Owner and Engineer's personnel.

#### **1.05 CONSTRUCTION OFFICES ] [NOT REQUIRED]**

Contractor must supply the following office facilities at the project site. The Architect's and the contractor's offices may be in the same building or modular unit.

#### **1.06 PARKING FACILITIES**

- A. Parking facilities off-site for the Contractor's and Contractor's Subcontractors' personnel shall be the Contractor's responsibility. Storage and work facilities provided by the Owner will not be used for parking by the Contractor's or subcontractor's personnel.
- B. The Contractor shall maintain the gravel parking area in the vicinity of the Engineer's trailers throughout the duration of the contract through periodic restoration (including regrading and dressing the surface with fresh graded aggregate base [GAB]) of the gravel surface to lines and grades existing at the time of contract award. Deterioration of the areas due to erosion or intrusion of other material (such as mud, dirt, silt, etc.) shall be repaired as necessary or determined by the Engineer.
- C. Provide unimpeded access for emergency vehicles.
- D. Provide and maintain access to fire hydrants free of obstructions.
- E. Provide means of removing mud from vehicle wheels before entering streets.

#### **1.08 DUST CONTROL**

Limit blowing dust caused by construction operations by applying water or employing other appropriate means or methods to maintain dust control, subject to the approval of the Owner. As a minimum, this may require the use of a water wagon twice a day to suppress dusty conditions.

#### **1.09 PROGRESS CLEANING AND WASTE REMOVAL**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Remove debris and rubbish from construction activities and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before starting surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from Site periodically and dispose of off-Site.



## **1.10 ENVIRONMENTAL PROTECTION**

The Contractor shall provide and maintain environmental protection of the site during the life of the contract as defined herein. Environmental protection shall be provided to correct conditions that develop during the construction of permanent environmental protection features, or that are required to control pollution that develops during normal construction activities but are not associated with the permanent control structures included in the Project. The Contractor's activities shall comply with all applicable federal, state and local regulations pertaining to water, air, solid waste, hazardous and oily substances, fish and wildlife, historical and Archaeological Resources, and noise pollution.

## **1.11 SECURITY**

Provide security and facilities to protect Work, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

## **1.12 PROJECT SIGN [NOT REQUIRED]**

- A. Structure and Framing: New, wood, and structurally adequate. To be located in a conspicuous position along a main road indicating access to site.
- B. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum  $\frac{3}{4}$  inch.
- C. Rough Hardware: Galvanized.
- D. Paint and Primers: Exterior quality, two coats; sign background of white color.
- E. Lettering: Pre-Cut vinyl self-adhesive products contrasting colors.
- F. One painted sign, 32 sq ft area, bottom 6 feet above ground
- G. Content
  - 1. Project number, title, logo and name of as indicated on Contract Documents.
  - 2. Name of Owner
  - 3. Name of Contractor

4. Name of Consultants
5. Name of major Subcontractors

#### **1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, and materials before Final Application for Payment inspection.
- B. Remove underground installations to minimum depth of two feet.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

**END OF SECTION**

## PART 1 GENERAL

### 1.01 DESCRIPTION

These general equipment stipulations apply, in general, to all equipment and piping. They supplement the detailed equipment Specifications, but in case of conflict, the detailed equipment Specifications shall govern.

### 1.02 SECTION INCLUDES

- A. Basic Product Requirements
- B. Product Delivery Requirements
- C. Product Storage and Handling Requirements
- D. Adaptation and Location of Equipment.
- E. Patent Royalties.
- F. Workmanship and Materials
- G. Lubrication and Lubrication Fittings.
- H. Safety Guards.
- I. Equipment Bases.
- J. Seal Water Requirements.
- K. Grouting Equipment Bases.
- L. Control and Instrumentation Components.
- M. Alignment of Motors and Equipment.
- N. Welding and Brazing.
- O. Special Tools and Accessories.
- P. Spare Parts.
- Q. Shop Priming.
- R. Galvanizing.
- S. Installation Check.

### **1.03 BASIC PRODUCT REQUIREMENTS**

#### **A. Provided Products**

1. Provide products that comply with the Contract Documents which are undamaged and, unless otherwise indicated, new at the time of installation complete with accessories, trim, finish, safety guards and other devices and details needed for a complete installation and the intended use and effect.

#### **B. Identification of Piping and Equipment**

1. General: All equipment and piping specified to be painted shall be color coded as specified in Section 09 90 00 of these Specifications.
2. Equipment: All major items of equipment shall have an identification nameplate and dataplate.
  - a. Nameplates: The Contractor shall submit a suitable list of all items of major equipment to the Engineer, who will furnish the Contractor with an identification numbering system. The nameplates shall be of Type 304 stainless steel, No.6 finish, and not less than No. 16 gauge with indented stamped lettering. Nameplates shall be attached to equipment bases in easily visible and accessible locations. Nameplates shall be fastened in a permanent manner, arranged not to damage the equipment, with not less than four stainless steel fasteners.
  - b. Dataplates: Each item of mechanical equipment shall be provided with a stainless steel dataplate. Separate dataplates shall be provided for motors, engines and driven equipment. Dataplates shall include the following minimum information:
    1. Name of equipment (from equipment specifications)
    2. Manufacturer
    3. Model designation
    4. Serial number
    5. Rated horsepower

6. Service factor
  7. Electrical and insulation data
  - 8 Speed (rpm)
  9. Capacity and head (discharge pressure)
  - 10 Net weight
  11. Lettering shall be upper case, block style in size and spacing to suit the nameplate. The identification nameplates shall not be painted.
3. Valves: All valves shall be identified with a round brass disc, approximately 1-1/2-inches in diameter and not less than No. 14 gauge, coated with a clear lacquer. Discs shall be fastened to valves in a permanent manner; attachment by chain to handwheels or other operators shall not be acceptable. Discs shall be stamped using indented numerals and/or letters with a valve number corresponding to its identification number in the valve schedule to be included in the operation and maintenance manual.
  4. All pushbutton stations, switches, motor controllers, transmitters and other control equipment shall have identification nameplates of the engraved, laminated plastic type affixed to or adjacent to the switch, pushbutton station, etc.
  5. All manufacturer's nameplates, identification nameplates and ASME code plates located on areas of equipment to be insulated shall be removed and reattached on uninsulated areas in a manner acceptable to the Engineer.

#### C. SAFETY SIGNS

1. Permanent safety signs shall be furnished and installed on all mechanical and electrical equipment where a hazard may exist. Signs shall be made in accordance with current OSHA requirements and shall be suitable for exterior use. Mounting details shall be in accordance with manufacturer's recommendations; location in accordance with governing agency regulations. Fasteners shall be stainless steel.

2. Safety signs shall be Safety signs shall be approximately 7-inches high by 10-inches wide, colored yellow 2 and black on minimum 0.080-inch aluminum stock.
3. Safety signs shall be furnished and will include, but not be limited to, the following:
  - a. The following sign shall be affixed to all equipment which may be started ~ automatically from a remote location:

<p>CAUTION</p> <p>THIS EQUIPMENT MAY START AUTOMATICALLY BY REMOTE CONTROL</p>
--

- b. The following sign shall be affixed to all electrical equipment or instrument panels, as applicable:

<p>CAUTION - SHOCK HAZARD</p> <p>THIS EQUIPMENT IS POWERED BY MULTIPLE SOURCES</p> <p>CONTACTS MAY BE ENERGIZED AFTER LOCAL POWER IS DISCONNECTED</p>
---

- c. The following sign shall- be provided at all areas where oxygen or flammable materials are stored or used (colored red, white and black):

<p>DANGER</p> <p>NO SMOKING, MATCHES, OR OPEN FLAMES</p>
--

- d. The following sign shall be affixed to all entrance hatches or access manways on covered tanks and vessels:

<p>CAUTION</p> <p>OXYGEN DEFICIENT OR TOXIC CONDITIONS MAY EXIST</p> <p>FOLLOW PRESCRIBED PROCEDURES BEFORE ENTRY</p>
---

- e. The following sign shall be provided at all compressor, vent, equipment blowoffs, blower room, etc.

<p>CAUTION</p> <p>NOISE AREA MAY CAUSE HEARING LOSS USE</p> <p>PROPER EAR PROTECTION</p>
--

- f. The following sign shall be provided in chemical feed rooms or storage areas.

<p style="text-align: center;"><b>CAUTION</b></p> <p style="text-align: center;"><b>CHEMICAL STORAGE AREA</b></p>
---

#### **1.04 PRODUCT DELIVERY REQUIREMENTS**

- A. Arrange deliveries of Products in accordance with construction schedules, coordinate to avoid conflict with work and conditions at the site.
  - 1. Deliver products to the site in undamaged condition, in manufacturer's original sealed containers or packaging, with identifying labels intact and legible, complete with instructions for handling, storing, unpacking, protecting, and installing.
  - 2. Schedule delivery to reduce long term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.
  - 3. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged, or sensitive to deterioration.
  - 4. Products delivered to the site shall be unloaded and placed in a manner that will not hamper the Contractor's normal construction operations, nor those of other contractors and subcontractors. Unloading shall not interfere with normal traffic flow.
  - 5. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

#### **1.05 PRODUCT STORAGE AND HANDLING REQUIREMENTS**

- A. Store and protect products in accordance with manufacturers' Instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

- D. For exterior storage of fabricated products, place on sloped supports above ground.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### **1.06 ADAPTATION AND LOCATION OF EQUIPMENT**

No responsibility for alteration of a planned structure to accommodate other types of equipment will be assumed by the Owner. Equipment, which requires alteration of a structure or structures, will be considered only if the Contractor assumes all responsibility for making and coordinating all necessary alterations. Any and all such alterations, and associated engineering, drafting, detailing, and/or coordinating, shall be done at no additional cost to the Owner.

#### **1.07 PATENT ROYALTIES**

All royalties and fees for patents covering processes, materials, articles, apparatus, devices, or equipment shall be included in the Contract Prices Bid by the Contractor.

#### **1.08 WORKMANSHIP AND MATERIALS**

- A. All equipment shall be designed, fabricated and assembled in accordance with the most modern engineering and shop practice. Individual parts shall be manufactured to standard sizes and gauges so that repair parts, furnished at any time, can be installed in the field. Like parts of duplicate units shall be interchangeable. Equipment shall be new and shall not have been in service at any time prior to delivery, except as required by tests.
- B. Materials shall be suitable for service conditions. Iron castings shall be tough, close grained, gray iron free from blowholes, flaws or excessive shrinkage and shall conform to ASTM A 48, Class 30 minimum. Plugging of defective castings shall not be permitted. Castings shall be annealed to



remove internal stresses prior to machining and shall have the mark number and heat number cast on them.

- C. Except where otherwise specified, structural and miscellaneous fabricated steel used in items of equipment shall conform to the Standards of the American Institute of Steel Construction. All structural members shall be considered as subject to shock or vibratory loads.
- D. All replaceable or expendable elements such as filters, screens, drive belts, fuses, lamps, etc., shall be easily accessible and replaceable without need of dismantling equipment or piping. All such items shall be of a standard type that is readily available from multiple suppliers.
- E. Threaded openings for drains or vents in pump volutes, compressor or fan scrolls, air receivers, and heat exchangers which are plugged during normal operation shall be provided with stainless steel plugs.

#### **1.09 LUBRICATION AND LUBRICATION FITTINGS**

- A. Equipment shall be adequately lubricated by systems which require attention no more frequently than weekly during continuous operation. Lubrication systems shall not require attention during startup or shutdown and shall not waste lubricants.
- B. Lubricants of the type recommended by the equipment manufacturer shall be provided in sufficient quantity by the Contractor to fill all lubricant reservoirs and to replace all lubricants consumed during testing, startup and initial operation. The Contractor shall provide to the Owner prior to Substantial Completion sufficient quantities of lubricants to lubricate all equipment for one year of normal service.
- C. Where special run-in oil or storage lubricants are used, they shall be flushed out and replaced with the required service lubricant by the Manufacturer's Technical Representative.
- D. Tag each piece of equipment with a cloth tag showing proper type lubricant, period between lubrications, date of lubrication and worker's initials. Have space for 10 lubrication notations.
- E. Except for rotating shaft couplings, all lubrication fittings shall be brought to the outside of all equipment so that they are readily accessible from the

outside without the necessity of removing covers, plates, housings or guards. Fittings shall be accessible from safe, permanent platforms or walk areas. Fittings shall be of the bullneck, check type for use with a portable high pressure grease gun. Connection from a remote fitting to the point of use shall be with minimum 3/16inch Type 316 stainless steel tubing, securely mounted parallel to equipment lines and protected where exposed to damage.

#### **1.10 SAFETY GUARDS**

All belt or chain drives, fan blades, couplings and other moving or rotating parts shall be covered on all sides by a safety guard. Safety guards shall be fabricated from 16 USS gauge or heavier galvanized or aluminumclad sheet steel or 1/2inch mesh galvanized expanded metal. Each guard shall be designed for easy installation and removal. All supports and accessories shall be provided for each guard. Supports and accessories, including bolts, shall be galvanized. All safety guards in outdoor locations shall be designed to prevent the entrance of rain and dripping water. All safety guards shall comply with OSHA General Industry Standards, Part 1910, Subpart O, Machinery and Machine Guarding. Provide tachometer access on shaft ends.

#### **1.11 EQUIPMENT BASES**

- A. Where shown on the Drawings, equipment shall be installed on a raised, reinforced concrete base. The base shall be a minimum of 4inches in height and shall extend beyond the equipment baseplate a minimum of 2inches on all sides.
- B. Unless otherwise specified, a cast iron or welded steel baseplate shall be provided for each pump, fan and any other item of equipment which is to be installed on a concrete base. Each unit and drive assembly shall be supported on a single baseplate of neat design. Baseplates shall have pads for anchoring all components and adequate grout holes. Baseplates for pumps shall have a raised lip all around and a threaded drain connection. Baseplates shall be anchored to the concrete base with suitable anchor bolts and the space beneath filled with grout as specified in the grouting section.
- C. On direct coupled equipment, motor and driven equipment shall be doweled to a common base with a minimum of two dowels each.

#### **1.12 SEAL WATER REQUIREMENTS**

Where seal water is provided for flushing of mechanical shaft sleeves or sealing of shaft seal packing, provide equipment with drip pans fitted with drains to contain the leakage and convey it to the nearest suitable floor drain. Route drain piping to minimize obstructions to the movement of personnel.

### **1.13 GROUTING EQUIPMENT BASES**

After equipment installation and alignment is complete, grout all baseplates and pads full with non-shrink grout as specified in these Specifications.

### **1.14 CONTROL AND INSTRUMENTATION COMPONENTS**

Control and instrumentation equipment furnished by the mechanical equipment manufacturer shall conform to the applicable requirements of Division 26.

### **1.15 ALIGNMENT OF MOTORS AND EQUIPMENT**

- A. In every case where a drive motor is connected to a driven piece of equipment by a flexible coupling, the coupling halves shall be disconnected and the alignment between the motor and the equipment checked and corrected. Machinery shall first be properly aligned and leveled by means of steel wedges and shims or jacking screws near anchor bolts. Anchor bolts shall be tightened against the shims on wedges or jacking screws and the equipment shall again be checked for level and alignment before placing grout. Wedges shall not be placed between machined surfaces.
- B. In general, checking and correcting the alignment shall follow the procedures set up in the Standards of the Hydraulic Institute, Instructions for Installation, Operation, and Maintenance of Centrifugal Pumps. Equipment shall be properly leveled and brought into angular and parallel alignment.
- C. Equipment and piping shall be installed in such a way that no strain is transmitted to the equipment by piping systems or adjacent equipment.

### **1.16 WELDING AND BRAZING**

- A. All welds shall be sound and free from embedded scale and slag. All butt welds shall be continuous, and where exposed to view, shall be ground smooth. All continuous welds shall be gas and liquidtight. Welds in piping shall have full penetration and shall be smooth on the inside of the pipe. Intermittent welds shall have an effective length of at least 2 inches and shall be spaced not more than 6 inches apart.
- B. All welding of steel and aluminum, including materials, welding techniques, general safety practices, appearance and quality of welds, and methods of correcting defective work, shall conform to the latest requirements of AWS Specifications. Structural steel welding shall conform to the requirements of the AWS Structural Welding Code. The general recommendations and requirements of the AWS Structural Welding Code shall also apply to welded aluminum structures. The welding process and welding operators shall meet qualification tests and welding performance tests in accordance with the latest provisions of ASME Boiler and Pressure Vessel Code, Section IX, Welding and Brazing Qualifications. Welding process and qualification procedures for welding of pipe shall conform to the latest requirements of ANSI B31.1, Section 327, Welding, and Section 328, Brazing and Soldering. The Contractor shall provide a Certified Welding Inspector (CWI), on-site, whenever welding operations are taking place.
- C. Field welding practices shall conform to OSHA construction standards, Part 1926, Subpart J, Welding and Cutting. Shop welding practices shall conform to OSHA General Industry Standards, Part 1910, Subpart Q, Welding, Cutting, and Brazing.
- D. Welding electrodes for structural steel shall conform to the standard recommendations of the AISC. Welding electrodes for stainless steel shall conform to applicable AWS Specifications and shall be as recommended by "Welded Austenitic ChromiumNickel Stainless Steels, Techniques and Properties", published by the International Nickel Company, New York, New York. Welding electrodes for aluminum shall conform to applicable AWS Specifications.
- E. Each welder and welding operator must identify all welds with welder's assigned symbol.
- F. Welders performing unsatisfactory work shall be removed from the welding process.

- G. The Owner may inspect any weld by radiographic or other means. Welds not in accordance with the requirements specified herein shall be repaired or replaced at the Contractor's expense. Excessive porosity, nonmetallic inclusions, lack of fusion, incomplete penetration and cracking shall constitute grounds for rejection of welds.

#### **1.17 SPECIAL TOOLS AND ACCESSORIES**

Equipment requiring periodic repair and adjustment shall be furnished complete with all special tools, instruments and accessories required for proper maintenance. Special tools and accessories shall include those tools and accessories not normally available in an industrial hardware or mill supply house. Equipment requiring special devices for lifting or handling shall be furnished complete with those devices.

#### **1.18 SPARE PARTS**

- A. Provide all spare parts as specified in the technical specifications and as recommended by the manufacturer.
- B. Provide transportation, handling, storage, and protection of spare parts as required.
- C. Tag spare parts and their containers to clearly identify them. Cross-reference all spare parts with their applicable specification section under which they are being provided.
- D. All spare parts are to be interchangeable with and identical to the original parts incorporated into the Work.
- E. Spare parts shall be identified and scheduled in Operation and Maintenance data.
- F. An itemized and complete list of spare parts provided pursuant to the Contract Documents shall be prepared and submitted to the Engineer for review. The list shall be indexed sequentially by specification section.
- G. Spare parts shall not be used or incorporated into the Work, and shall be provided to the Owner prior to substantial completion, when directed by the Engineer.
- H. Contractor shall submit copies of the completed and signed Spare Parts Transfer Forms to the Engineer.

### **1.19 SHOP PRIMING**

All equipment shall receive shop painting as specified in the technical specifications.

### **1.20 GALVANIZING**

- A. All galvanizing shall be done by the hotdip process after fabrication in conformity with requirements of ASTM A 123, A 153, A 384 and A 385. Articles to be galvanized shall be pickled before galvanizing.
- B. Where galvanized bolts are specified or required by the Drawings, cadmium or zinc plated bolts will be acceptable provided cadmium plating conforms to ASTM A 165, and zinc plating conforms to ASTM A 164, Type GS.
- C. Areas of galvanizing damaged by welding or burning or otherwise damaged shall be thoroughly stripped and cleaned and recoated with zinc to the required thickness by the hot dip process.
- D. Galvanized articles shall be free from uncoated spots, blisters, flux, black spots, dross, projections and other defects not consistent with acceptable galvanizing practice.
- E. Zinc and cadmium plating shall be subject to visual examination to determine uniformity of coating. The Engineer may require that the coating uniformity be tested in accordance with ASTM A 239.

### **1.21 INSTALLATION CHECK**

- A. An experienced, competent and authorized manufacturer's technical representative shall visit the site of the Work and inspect, check and adjust, if necessary, and approve the equipment installation. In each case, the manufacturer's technical representative shall be present when the equipment is placed in operation and shall revisit the jobsite as often as necessary until all operations troubleshooting is complete and the equipment installation and operation are satisfactory in the opinion of the Engineer.
- B. During this initial inspection, each piece of equipment is to be evaluated for non-dynamic, non-operational concerns. The focus shall be to confirm the readiness of a unit or system for initial operation of the equipment in a normal duty cycle for a period of 24 hours. To the maximum extent practical, the full capabilities of each piece of equipment, including remote operation, instrumented control schemes, alternate modes of operation, and emergency operation, should be available prior to physical checkout in order to facilitate and expedite the transition from physical checkout to functional testing.

- C. Each manufacturer's technical representative shall perform the installation check and furnish to the Owner, through the Engineer, a Certificate of Proper Installation (CPI). The CPI is to be submitted in writing, on either the form provided by the Engineer or on the Manufacturer's letterhead, certifying the following:
1. The equipment has been properly installed and lubricated.
  2. The equipment is in accurate alignment.
  3. The equipment is free from any undue stress imposed by connecting piping or anchor bolts.
  4. External wire terminations have been made correctly.
  5. All safety devices to protect workers are properly installed.
  6. All devices designed and intended to protect the equipment from damage due to system or component failure or problem (e.g., overload sensors, overcurrent sensors, vibration sensors) are properly installed, connected, and functioning.
  7. The equipment is ready to be operated under full load conditions without violation of or voiding any aspect or detail of the manufacturer's warranty.
- The Work described under these Specifications will not be accepted as complete until satisfactory installation certifications have been submitted in accordance with the requirements of this Section.
- D. The Contractor shall properly coordinate the visits by the various manufacturer's technical representatives, particularly when a specific equipment item's operation is dependent upon the operation of other equipment.
- E. All costs for this work shall be included in the Contractor's bid price, and no separate payment will be made.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION (NOT USED)

**END OF SECTION**



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EXECUTION AND CLOSEOUT REQUIREMENTS

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Starting of systems.
- C. Project record documents.
- D. Operation and maintenance data.
- E. Spare parts and maintenance products.
- F. Product warranties and product bonds.
- G. Examination.
- H. Execution.
- I. Cutting and patching.
- J. Protecting installed construction.
- K. Final cleaning.

### 1.3 CLOSEOUT PROCEDURES

- A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:
  - 1. Submit maintenance manuals, Project record documents, digital images of construction photographs, videos made during construction, and other similar final record data in compliance with this Section.
  - 2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.

3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
6. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
7. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:

1. When Contractor considers Work to be substantially complete, submit to Architect and/or Owner:
  - a. Written certificate that Work, or designated portion, is substantially complete.
  - b. List of items to be completed or corrected (initial punch list).
2. Within **[seven]** days after receipt of request for Substantial Completion, Architect and/or Owner will make inspection to determine whether Work or designated portion is substantially complete.
3. Should Architect and/or Owner determine that Work is not substantially complete:
  - a. Architect and/or Owner will promptly notify Contractor in writing, stating reasons for its opinion.

- b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Architect and/or Owner.
    - c. Architect and/or Owner will reinspect Work.
    - d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect's and/or Owner's inspection.
  - 4. When Architect and/or Owner finds that Work is substantially complete, Architect and/or Owner will:
    - a. Prepare Certificate of Substantial Completion on [**EJCDC C-625 - Certificate of Substantial Completion**] accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect and Owner (final punch list).
    - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
  - 5. After Work is substantially complete, Contractor shall:
    - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
    - b. Complete Work listed for completion or correction within time period stipulated.
  - 6. Owner will occupy all of the Work as specified in Section 01 10 00 - Summary.
- C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.
  - 1. When Contractor considers Work to be complete, submit written certification that:
    - a. Contract Documents have been reviewed.
    - b. Work has been examined for compliance with Contract Documents.
    - c. Work has been completed according to Contract Documents.
    - d. Work is completed and ready for final inspection.

2. Submittals: Submit following:
  - a. Final punch list indicating all items have been completed or corrected.
  - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
  - d. Accounting statement for final changes to Contract Sum.
  - e. Operating and maintenance data, instructions to Owner's personnel: according to this Section.
  - f. Spare Parts and Maintenance Materials: according to this Section.
  - g. Record Drawings with annotations made by the contractor during construction of the work, and including As-Built coordinates and elevations on all structures, pipe inverts and key locations as required by Architect.
  - h. The Contractor shall furnish the Owner with certified copies of paid invoices (or other proof) indicating Georgia Sales Tax paid on items for which the Owner is eligible for tax refunds. Tax refunded will be to the Owner, with none credited to the Contractor.
  - i. Retainage will not be paid until the above documents have been submitted and are satisfactory and acceptable to the Owner.
  - j. Contractor's affidavit of payment of debts and claims per Section 00 65 19.
  - k. Contractor affidavit of release of liens per Section 00 65 20.
  - l. Consent of surety to final payment per Section 00 65 21.
3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

1. Within **[seven]** days after receipt of request for final inspection, Architect and/or Owner will make inspection to determine whether Work or designated portion is complete.
2. Should Architect and/or Owner consider Work to be incomplete or defective:
  - a. Architect and/or Owner will promptly notify Contractor in writing, listing incomplete or defective Work.
  - b. Contractor shall remedy stated deficiencies and send second written request to Architect and/or Owner that Work is complete.
  - c. Architect and/or Owner will reinspect Work.
  - d. Redo and Inspection of Deficient Work: Repeated until Work passes **[Architect's]** **[Owner's]** inspection.
3. Final Payment: Upon Final Completion of the Work in accordance with the Contract Documents, the Contractor will be authorized to prepare a final estimate of the work and a Final Payment request. The Architect will review the final payment request and will, if all items are satisfactory, recommend approval to the Owner. The Architect will submit to the Owner the final estimate and the final payment request, together with a certification stating that the work is complete and in substantial conformance with these Contract Documents. The entire balance found to be due the Contractor including any retainages, except such sums as may be lawfully retained by the Owner, will be paid to the Contractor.

#### 1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for startup of various equipment and systems.
- B. Notify Architect and/or Owner **[seven]** days prior to startup of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

- D. Verify that tests, meter readings, and electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute startup under supervision of manufacturer's representative or Contractors' personnel according to manufacturer's instructions.
- G. When specified in individual Specification Sections, require manufacturer to provide authorized representative who will be present at Site to inspect, check, and approve equipment or system installation prior to startup and will supervise placing equipment or system in operation.
- H. Submit a written report according to Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

## **1.5 PROJECT RECORD DOCUMENTS**

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, product data, and Samples.
  - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:

1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates used.
  3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction as follows:
1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
  2. Include locations of concealed elements of the Work.
  3. Identify depth of buried utility lines and provide dimensions showing distances from permanent facility components that are parallel to utilities.
  4. Identify and locate existing buried or concealed items encountered during Project.
  5. Field changes of dimension and detail.
  6. Details not on original Drawings.
- G. Submit marked-up paper copy documents to Architect with claim for final Application for Payment.
- H. Submit PDF electronic files of marked-up documents to Architect with claim for final Application for Payment.

## **1.6 OPERATION AND MAINTENANCE DATA**

- A. Submit in PDF composite electronic indexed file.
- B. Submit data bound in 8-1/2 x 11-inch text pages, three D side ring binders with durable covers.
- C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of Project, and subject matter of binder when multiple binders are required.

- D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- F. Contents: Prepare table of contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and maintenance instructions, arranged by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
    - a. Significant design criteria.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
    - g. Safety precautions to be taken when operating and maintaining or working near equipment.
  - 3. Part 3: Project documents and certificates, including the following:
    - a. Shop Drawings and product data.
    - b. Air and water balance reports.
    - c. Certificates.
    - d. Copies of warranties and bonds.



## **1.7 SPARE PARTS AND MAINTENANCE PRODUCTS**

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual Specification Sections.

## **1.8 PRODUCT WARRANTIES AND PRODUCT BONDS**

- A. Obtain warranties and bonds executed by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within [ten] days after acceptance.
  - 2. Make other submittals within [ten] days after date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within [ten] days after acceptance, listing date of acceptance as beginning of warranty or bond period.
- H. The Contractor shall warrant and guarantee for a period of one year from the date of Substantial Completion of the Work, that the completed Work is free from all defects due to faulty products or workmanship. The Contractor shall promptly make such corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such

repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the warranty period.

- I. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of gross negligence operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.
- J. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.
- K. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.
- L. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for a period of one year from the date of Substantial Completion. In the event the repairs and maintenance are not made immediately and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.
- M. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.

- N. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.
- O. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the place of construction.

## PART 2 PRODUCTS (Not Used)

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

### 3.2 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect before proceeding.

- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
- E. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
  - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
  - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- F. Adjust operating products and equipment to ensure smooth and unhindered operation.
- G. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

### **3.4 CUTTING AND PATCHING**

- A. Employ skilled installers to perform cutting and patching.
- B. Execute cutting, fitting, and patching including excavation and fill to complete Work and to:
  - 1. Fit the several parts together, to integrate with other Work.
  - 2. Uncover Work to install or correct ill-timed Work.
  - 3. Remove and replace defective and nonconforming Work.
  - 4. Remove samples of installed Work for testing.
  - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- C. Execute Work by methods to avoid damage to other Work and to provide proper surfaces to receive patching and finishing.
- D. Cut masonry and concrete materials using masonry saw or core drill.

- E. Restore Work with new products according to requirements of Contract Documents.
- F. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- G. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- H. Identify hazardous substances or conditions exposed during the Work to Architect for decision or remedy.

### **3.5 PROTECTING INSTALLED CONSTRUCTION**

- A. Protect installed Work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.
- C. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- D. Prohibit traffic from landscaped areas.

### **3.6 FINAL CLEANING**

- A. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having Jurisdiction.
- B. The Contractor shall handle hazardous waste and materials in accordance with applicable local, state, and federal regulations. Waste shall also be disposed of in approved landfills as applicable.
- C. Burning or burying rubbish and waste materials on the site shall not be allowed,
- D. Disposal of hazardous wastes or materials into sanitary or storm sewers shall not be allowed.

- E. Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose off the site all surplus materials and equipment from demolition and shall provide suitable off-site disposal site, or utilize a site designated by the Owner.
- F. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.
- G. Hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.
- H. Cleanup all evidence of temporary construction facilities, haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other evidence of construction, as directed by the Architect.
- E. Any landscape feature damaged by the Contractor shall be restored as nearly as possible to its original condition at the Contractor's expense. The Architect will decide what method of restoration shall be used.
- J. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall remain with the Contractor.

## **END OF SECTION**