PROJECT MANUAL

FOR

CITY OF FORT OGLETHORPE NEW TENNIS COURTS

Fort Oglethorpe, Georgia March 30, 2023 DHW File No. 2212



ARCHITECTS Derthick, Henley & Wilkerson, Architects 1001 Carter Street Chattanooga, Tennessee 37402 Phone (423) 266-4816



City of Fort Oglethorpe Recreation and Leisure Services 500 City Hall Drive Fort Oglethorpe, Georgia 30742 706.866.2544 www.fortogov.com

Invitation to Bid (ITB) #005-23: City of Fort Oglethorpe Tennis Courts

1.0 Bid Requirements and Project Specifications

The City of Fort Oglethorpe hereby solicits and requests sealed bids for complete resurfacing and repair tennis courts, constructing new pickleball courts, and expanding parking at Gilbert-Stephenson Park, 19 Van Cleve Street, Fort Oglethorpe, Georgia 30742. The project consists of furnishing all materials, labor, tools, equipment, and services required for the work as described in the drawings and specifications

Bids for this project must be sealed and delivered in person, by mail, or overnight delivery service to:

City of Fort Oglethorpe 500 City Hall Drive Fort Oglethorpe, Georgia, 30742 Attention: Kathy Bradley, Staff Accountant

All bids must be delivered to the City no later than July 11, 2023, at 3pm. Any bid received after this time will not be considered. The envelope shall state **"SEALED BID – ITB #005-23: City of Fort Oglethorpe Tennis Courts"** to prevent accidental opening. Bids will be read aloud at that time. An award will be made based on the lowest responsive and responsible bid that has met the requirements of this ITB. Bid price shall stand for 90 days from the due date of the bid.

Written inquiries concerning the project should be made to Kathy Bradley, Staff Accountant, at <u>kbradley@fortoglethorpega.gov</u>. All questions must be submitted in writing by June 30, 2023, at 2pm.

For complete details regarding this bid and to view the scope of work summary for <u>ITB # 005-23</u>, please view the project details at <u>www.fortogov.com</u> under the Bids and Proposals tab <u>https://fortogov.com/bids-and-proposals/</u>. A pre-bid meeting will be held at the project site on June 13, 2023 at 11:00am. Contractors are encouraged to attend to view the project site, resolve any questions, and discuss the specifications requested.

1.1 ITB <u>#005-23</u>: City of Fort Oglethorpe Tennis Courts – Drawings and Specifications

1.1.1 Specifications: See Project Manual dated 03-30-23

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1.1.2 Other Specifications

- 1.1.3 The contractor shall <u>obtain all permits</u> (this is a City project fees are waived) and inspections as required by the City of Fort Oglethorpe Building Department, City of Fort Oglethorpe Ordinances, and the rules and regulations of any legal body having jurisdiction.
- 1.1.4 The contractor shall be responsible for locating all underground utilities including, but not limited to, natural gas, electric, water, sewer, cable TV and telephone.
- 1.1.5 Work is to be completed by December 15, 2023.
- 1.1.6 Warranties: Provide minimum one (1) year warranty on installation and workmanship. Include all manufacturer's warranties covering project materials.

1.2 Drawings: See Drawings dated 03-30-23

General	
G000	Cover Sheet
Civil	
C000	Survey
C100	Site Staking
C200	Existing Conditions and Demolition
C301	Site Grading
C302	Site Drainage
C501	Sediment and Erosion Control Phase I
C502	Sediment and Erosion Control Phase II
C503	Sediment and Erosion Control Phase III
C504	Sediment and Erosion Control Notes
C505	GA Erosion Control Notes 1
C506	GA Erosion Control Notes 2
C700	Site Details

C800 Site Details

Electrical

- E001 Electrical Project Notes and Schedules
- E002 Electrical Project Details
- E003 Electrical Project Details
- E100 Electrical Site Plan
- E101 Lighting Plan and Details
- ED100 Electrical Demolition Site Plan

2.0 Bid Submittal and Required Documents

- 2.1 The bid response must include the following documents in this order:
 - Bid Proposal Form (as a cover sheet)
 - Bid Fee Form
 - Execution of Bid Form
 - Exception Sheet
 - Affidavit of Non-Collusion
 - Certificate of Insurance as described in Section 6.0 'Insurance Requirements'
 - E-Verify Compliance Georgia Security and Immigration Compliance Act Affidavit
 - All other submittals as required per the specifications.
- 2.2 All referenced documents must be complete and returned in their entirety to constitute a complete bid. All manually submitted bids must be submitted on the bid proposal and bid fee forms contained in these specifications to be considered.
- 2.3 Partial bids <u>will not</u> be accepted. The contractor must bid on all items listed above under Section 1.1 and 1.2.
- 2.4 Respondent understands that the City reserves the right to reject any or all bids. Award will be made based upon the most responsive and responsible bid that has met the requirements of this ITB criteria. The respondent agrees that its bid shall be good and may not be withdrawn for a period of 90 days after the scheduled closing time for receiving bids.
- 2.5 The contractor is responsible for determining and acknowledging any addenda issued in connection with this bid solicitation in order for their bid to be considered. Addenda will be published on the City's website (<u>www.fortogov.com</u>) under the Bids and Proposals tab (<u>https://fortogov.com/bids-and-proposals/</u>).

3.0 Quality Assurance Requirements

- 3.1 Project Safety: The contractor is solely responsible for maintaining a safe work environment for the duration of the project.
- 3.2 The contractor is urged to use care on this project and leave the City property in pre-project condition.
- 3.3 The contractor shall be responsible for taking corrective actions for any notices of violations issued as a result of the contractor's or any subcontractor's actions or performances during this scope of work.

4.0 Terms and Conditions

- 4.1 All bids and supporting materials as well as correspondence relating to this ITB become property of the City of Fort Oglethorpe when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the bid is proprietary will not be honored.
- 4.2 All applicable State of Georgia and Federal Laws, City ordinances, licenses, and regulations of all agencies having jurisdiction shall apply to the respondent, the Contractor and project throughout and are herein incorporated. The Agreement with the contractor, and all questions concerning the execution, validity, or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- 4.3 Professionals requiring special licenses must be licensed in the State of Georgia and shall

be responsible for those portions of the work as may be required by law.

- 4.4 Subcontractors as part of the project team must be licensed in the State of Georgia and shall be responsible for obtaining E-Verify Affidavits from his subs.
- 4.5 From the date the City of Fort Oglethorpe receives a respondents bid through the date a contract is awarded to a contractor, no respondent may make substitutions, deletions, additions or other changes in the configuration of respondent's bid.
- 4.6 All materials submitted in connection with this ITB will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Fort Oglethorpe. All such materials shall remain the property of the City of Fort Oglethorpe and will not be returned to the respondent.
- 4.7 Failure to submit all the mandatory forms for this ITB package shall be just cause for the rejection of the qualification package. However, the City of Fort Oglethorpe reserves the right to decide, on a case by case basis, its sole discretion, whether or not to reject such a bid as non-responsive.
- 4.8 In case of failure to deliver goods in accordance with the contract terms and conditions, the City of Fort Oglethorpe, after due oral or written notice, may procure substitute goods or services from other sources and hold the contractor responsible for any resulting additional purchasing and administrative costs. This remedy shall be in addition to any other remedies the City of Fort Oglethorpe may have.
- 4.9 By submitting a bid package, the Contractor is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity this is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- 4.10 Any contract resulting from this ITB shall be governed in all respects by the laws of the State of Georgia and any litigation with respect thereto shall be brought in the courts of the City of Fort Oglethorpe in the state of Georgia. The Contractor shall comply with all applicable federal, state, and local laws and regulations.
- 4.11 It is understood and agreed between the parties herein that the City of Fort Oglethorpe shall be bound hereunder only to the extent of the funds available or which may hereafter become available from the purpose of this agreement.
- 4.12 Following review of all qualified bids, selection of a suitable Contractor, a recommendation will be made the City of Fort Oglethorpe Mayor and City Council by the project representative.
- 4.13 Contractor must have minimum Worker's Comp and General Liability Insurance in full force and effect. No bid will be considered unless it is accompanied by satisfactory evidence that the Contractor holds any and all necessary or required Federal, State or local licenses and/or permits. Pursuant to O.C.G.A. § 13-10-91, all contractors and subcontractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization. Each respondent shall submit with its bid a copy of current Business License and/or Occupational Tax Certificate issued in the State of Georgia. If Contractor cannot provide this License, it will be required to obtain one with the City of Fort Oglethorpe if it is the awarded respondent.
- 4.14 The City of Fort Oglethorpe reserves the right to accept the lowest responsive & responsible bid that is determined to be in the best interest of the City of Fort Oglethorpe. The City of Fort Oglethorpe reserves the right to accept or reject any and all bids, to waive formalities, technicalities or irregularities and to re-advertise if necessary.

5.0 Indemnification

- 5.1 The City of Fort Oglethorpe shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of resulting from the performance of the products or from services, of which, the City of Fort Oglethorpe is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from any job-related injury.
- 5.2 The Contractor agrees to indemnify the City of Fort Oglethorpe and pay the cost of the City of Fort Oglethorpe legal defenses, including the fees of attorneys as may be selected by the City of Fort Oglethorpe, for all claims described in the hold harmless clause herein. Such payment on behalf

of the City of Fort Oglethorpe shall be in addition to any and all other legal remedies available to the City of Fort Oglethorpe and shall not be considered to be the City of Fort Oglethorpe exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Contractor under this agreement for this hold harmless/indemnification provision.

6.0 Insurance Requirements

- 6.1 Contractor providing services under this agreement will be required to produce and maintain, at their own expense and without cost the City of Fort Oglethorpe, until final acceptance by the City of Fort Oglethorpe of all products or services covered by the contract, the following types of insurance. Contractor must have as a minimum, the following insurance limits: a) Worker's Compensation and Employer's Liability Insurance, statutory limits: b) Comprehensive General Liability Insurance, a total of \$1,000,000 for each occurrence and \$2,000,000 in aggregate: c) Comprehensive Automobile Liability Insurance, \$1,000,000 Combined Single limit: d) \$1,000,000 Commercial Umbrella policy.
- 6.2 The Contractor shall provide certificates of insurance to the City of Fort Oglethorpe demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The General Liability and Auto Liability certificates of insurance shall indicate that the policies have been endorsed to cover the City of Fort Oglethorpe as an additional insured and that these policies may not be canceled or modified without thirty (30) days prior written notice to the City of Fort Oglethorpe.
- 6.3 This insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.
- 6.4 Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

7.0 Georgia Immigration & Compliance Act

- 7.1 Pursuant to O.C.G.A. § 13-10-91, all contractors or subcontractors who enter into a contract with the City of Fort Oglethorpe Government or a contractor of the City of Fort Oglethorpe Government in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy these requirements.
- 7.2 Access to the authorization program to obtain an E-Verify number can be found at <u>e-verify.uscis.gov/enroll</u>, the website operated by the U.S. Department of Homeland Security (USDHS). FOR A BID TO BE CONSIDERED, SUCH CERTIFICATION SHALL BE INCLUDED IN THE CONTRACTOR RESPONSE TO ALL SOLICITATIONS ISSUED BY THE CITY OF FORT OGLETHORPE.

Exception Sheet

ITB # 005-23: City of Fort Oglethorpe Tennis Courts

If the commodity(ies) and/or services proposed in the response to this bid is in anyway different from that contained in this proposal or bid, the bidder is responsible to clearly identify by specification section number, all such differences in the space provided below. Otherwise, it will be assumed that bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions to the stated specifications:

Date

Signature

Company

Title

BID PROPOSAL FORM

(Submit as the cover sheet) (Submit a minimum of two copies)

City of Fort Oglethorpe Purchasing Department 500 City Hall Dr Fort Oglethorpe, Georgia 30742 Attention: Kathy Bradley, Staff Accountant

Name of Bidder:			
Street Address:			
City, State, Zip Code:			
Phone: I	-ax:		
Email:			
Do you have a business tax certificat	e/license issued in the state of Georgia? (Check one) Yes:	No:	
From what City / County:			
Tax Certificate / License #:	Federal Tax ID #:	_	
Indicate legal form of ownership of bidder (statistical purposes only): Check one.			
Corporation	Partnership		
Individual	Other (Specify:)	

BID FEE FORM

ITB # 005-23: City of Fort Oglethorpe Tennis Courts

Bidder Name: _____

Project Location: 19 Van Cleve Street, Fort Oglethorpe, Georgia 30742

The undersigned proposes to furnish the following items in strict conformance to the bid specifications and bid invitation issued by the City of Fort Oglethorpe for this bid. Any exceptions are clearly marked on the Exceptions Sheet attached herein:

TOTAL PROJECT BID \$ _____

ADDENDA ACKNOWLEDGEMENT

NOTE: Addenda will be published on the City's website (<u>www.fortogov.com</u>) under the Bids and Proposals tab (<u>https://fortogov.com/bids-and-proposals/</u>).

Ability to complete project by November 15, 2023.

I certify this bid complies with the Bid Requirements and Project Specifications issued by the City except as clearly marked on the Exception Sheet.

Authorized Representative / Title (Print or Type) Authorized Representative

Date

EXECUTION OF BID

Date:

The respondent certifies the following by placing an "X" in all blank spaces:

_____That this bid was signed by an authorized representative of the company.

_____That all labor costs associated with this project have been determined, including all direct and indirect costs.

_____That the respondent agrees to the conditions as set forth in this Invitation to Bid with no exceptions.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid is accepted within 90 days from the date of the opening, to furnish the items for the prices quoted within the timeframe required.

Company Name:		
Address:		
Contact:	Cell:	
Email:		

Authorized Representative / Title (Print or Type) Authorized Representative

Date

AFFIDAVIT OF NON-COLLUSION

ITB #: 005-23: City of Fort Oglethorpe Tennis Courts

Location of Work: 19 Van Cleve Street, Fort Oglethorpe, Georgia 30742

Contractor's State of: _____

Contractor's County of: _____

Being first duly sworn, deposes and says that he / she is

(sole owner, partner, president, secretary, etc. . .)

That the Proposed Fee is genuine and not collusive; that said respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with another person, to put in a sham bid, or that such other person shall refrain from responding to the Invitation to Bid, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the Contract Price of affiant or any other respondent, or to fix any overhead, profit, or cost element of said Contract Price, or of that of any other respondent, or to secure and advantage against the City of Fort Oglethorpe, their City Council members, or any other person interested in the proposed contract; and, that all statements contained in said bid are true, and further, that such respondent has not directly or indirectly submitted this bid, or contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

(Affiant)			-
Subscribed and sworn to before me this	day of	, 20	
(Notary Public in and for)			-
(County)			[NOTARY SEAL HERE]
My commission expires	, 20		

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: (ITB)005-23 The City of Fort Oglethorpe, GA 30742

Contractor's Name: _____

STATE OF GEORGIA

CONTRACTOR AFFIDAVIT

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 contracting with The City of Fort Oglethorpe Government has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91. The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with The City of Fort Oglethorpe Government, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided or using a substantially similar form.

EEV/E-Verify™ User Id (Account) Number *	Date of Authorization			
BY: Authorized officer or Agent (Contractor Name)	Date			
Title of Authorized Officer or Agent or Contractor				
Printed Name of Authorized Officer or Agent				
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE				
DAY OF, 20				
Notary Public				
My Commission Expires:, 20	_			

*any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS THAT WE (Contractor)	
as Principal, hereinafter called the Principal, and (Surety)	, a
corporation duly organized under the laws of the State of hereinafter called the Surety, are held, and firmly bound unto	_ as Surety,
City of Fort Oglethorpe, 500 City Hall Drive Fort Oglethorpe, GA 30742, Mayor Earl Gray	
as Obligee, hereinafter called Obligee, in the sum ofDollars (or (%) percent of the amount bid, whichever is less,),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firr these presents.	bind mly by
WHEREAS, the Principal has submitted a bid for	
City of Fort Oglethorpe Tennis Courts, 19 Van Cleve Street, Fort Oglethorpe, Ga 30742	

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this ______day of ______, 202___.

(Principal)

(Witness)

By: ______(Title)

(Surety)

Ву: _____

(Title)

(Witness)

PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS ______ [name of CONTRACTOR] (hereinafter called the "Principal") and ______ [name of SURETY] (hereinafter called the "Surety"), are held and firmly bound unto <u>The City of Fort Oglethorpe</u> (hereinafter called the "Owner") and their successors and assigns, in the penal sum of ______ Dollars (\$______), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _______ which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the **City of Fort Oglethorpe Tennis Courts**, more particularly described in the Construction Contract (hereinafter called the "Project"); and

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Construction Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction Contract, the Surety shall promptly remedy the default as follows:

- 1. Complete the Construction Contract in accordance with the terms and conditions; or
- 2. Obtain a bid or bids for completing the Construction Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Construction Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Construction Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the option of the Owner,
- 3. Allow Owner to compute the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain, or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Construction Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety herby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract, and agrees that the obligations undertaken by this bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Construction Contract, so a s to bind the Principal and the Surety to the full and faithful performance of the Construction Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Construction Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity, or corporation other than the Owner and any other oblige named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-50, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-50, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statues.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their fully authorized representatives this ______day of ______day of ______.

		(SEAL)
	(Principal)	
	Ву:	
(Witness)		(Title)
		(SEAL)
	(Surety)	
	Ву:	
(Witness)		(Title)

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS that ______ [name of CONTRACTOR] (hereinafter called the "Principal") and ______ [name of SURETY] (hereinafter called the "Surety"), are held and firmly bound unto <u>The City of Fort Oglethorpe</u> (hereinafter called the "Owner"), its successors and assigns as oblige, in the penal sum of ______ Dollars (\$_______), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _______ which is incorporated herein by reference in its entirety (hereinafter called the "Construction Contract"), for the construction of a project known as **City of Fort Oglethorpe Tennis Courts**, as more particularly described in the Construction Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Construction Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

- A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or other entity furnishing labor, services, or materials used, or reasonably required for use, in the performance of the Construction Contract, without regard to whether such labor, services, or materials were sold, leased, or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials; water, gas power, light, heat, oil, gasoline, telephone service, or rental equipment directly applicable to the Construction Contract.
- 2. In the event a Claimant files a claim against the Owner, or the property of the Owner, and the Principal fails or refuses to satisfy or discharge it promptly, the Surety shall satisfy or discharge the claim promptly upon written notice from the Owner, either by bond or as otherwise provided in the Construction Contract.
- 3. The Surety herby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Construction Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and amendments.
- 4. The Surety herby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modification to the Construction Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Construction Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
- 5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction to be performed or supplied under the Construction Contract, and any amendments thereto, and they and each of them may sue hereon.
- 6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Construction Contract by the Claimant prosecuting said action.
- 7. This Bond is intended to comply with O.C.G.A. Section 36-91-50, and shall be interpreted so as to comply

with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 36-91-50, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statues.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized representatives this _____day of _____day of _____, 202___.

		(SEAL)
Attest:	(Principal)	
	Ву:	(Title)
Attest:	(Surety)	(SEAL)
	Ву:	(Title)

SECTION 00 72 00

GENERAL CONDITIONS

FORM OF GENERAL CONDITIONS

1.01 THE AIA GENERAL CONDITION OF THE CONTRACT FOR CONSTRUCTION, AIA DOCUMENT A201, 2017 EDITION IS MADE A PART OF THESE SPECIFICATIONS AND THE CONTRACT DOCUMENTS.

RELATED REQUIREMENTS

2.01 SECTION 00 73 00 - SUPPLEMENTARY CONDITIONS.

END OF SECTION

AIA Document A201° – 2017

General Conditions of the Contract for Construction

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

City of Fort Oglethorpe New Tennis Courts Gilbert-Stephenson Park 19 Van Cleve Street Fort Oglethorpe, Georgia 30742

THE OWNER: (Name, legal status and address)

City of Fort Oglethorpe 500 City Hall Drive Fort Oglethorpe, Georgia 30742

THE ARCHITECT: (Name, legal status and address)

Derthick, Henley & Wilkerson, Architects, PLLC 1001 Carter Street Chattanooga, Tennessee 37402

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

Init.

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

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203[™]–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

Init.

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

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

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

Init.

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§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

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

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

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

Init.

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

§ 3.12 Shop Drawings, Product Data and Samples

Init.

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- assignment is effective only after termination of the Contract by the Owner for cause pursuant to .1 Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work, Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

- The change in the Work; .1
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- The extent of the adjustment, if any, in the Contract Time. .3

§ 7.3 Construction Change Directives

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

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

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

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

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

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

Init.

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials .3 or equipment;

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- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

Init.

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

PROTECTION OF PERSONS AND PROPERTY ARTICLE 10 § 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

Init.

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

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- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

Init.

1

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

Init.

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

Init.

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

Init.

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Init.

1

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

Init.

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

Init.

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

Init.

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

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

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

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

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SECTION 00 73 00 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

1.02 THESE SUPPLEMENTARY CONDITIONS AMEND AND SUPPLEMENT THE GENERAL CONDITIONS DEFINED IN DOCUMENT 00 72 00 - GENERAL CONDITIONS AND OTHER PROVISIONS OF CONTRACT DOCUMENTS AS INDICATED BELOW. PROVISIONS THAT ARE NOT SO AMENDED OR SUPPLEMENTED REMAIN IN FULL FORCE AND EFFECT.

1.03 THE TERMS USED IN THESE SUPPLEMENTARY CONDITIONS THAT ARE DEFINED IN THE GENERAL CONDITIONS HAVE THE MEANINGS ASSIGNED TO THEM IN THE GENERAL CONDITIONS.

1.04 MODIFICATIONS TO GENERAL CONDITIONS

- A. The following supplements modify the General Conditions of the Contract for Construction, AIA Document A201-1997. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.
- B. These specifications are the abbreviated or "streamlined" type and include incomplete sentences. Omissions of words and phrases such as "the Contractor shall" "in conformity therewith", "shall be", "as noted on the drawings", "a", "an", "the", and "all" are intentional. Omitted words and phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.
- C. Drawings and specifications are not intended to be gender specific. Where any gender specific word is used (he, she, him, her etc) these words are intended to imply the gender being addressed.

1.05 ARTICLE 1 - GENERAL PROVISIONS - 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS ADD SUBPARAGRAPH 1.2.5 AS FOLLOWS:

A. 1.2.5 References to known standard specifications shall mean and intend latest editions of such specifications adopted and published at date of invitation to submit proposals.

1.06 ARTICLE 3 - CONTRACTOR 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES - ADD SUBPARAGRAPH 3.3.4 AS FOLLOWS:

A. 3.3.4 The Contractor shall locate, lay out work as per drawings, with respect to location on property and elevation in relation to grade. Field establish, maintain grades, lines, levels, locations required for work; be responsible for accuracy of same. Verify grades, lines, levels, locations dimensions as indicated. Report any errors or inconsistences in above, before commencing work. The Contractor shall perform the work in accordance with any special sequences, schedules, and procedures shown on the drawings.

1.07 ARTICLE 3 3.4 LABOR AND MATERIALS - ADD SUBPARAGRAPH 3.4.4 AS FOLLOWS:

A. 3.4.4 Labor shall be performed in best, most workmanlike manner, by mechanics skilled in their respective trades. Standards of work required throughout; such grade as will bring results of first class only.

1.08 ARTICLE 3 3.5 WARRANTY ADD SUBPARAGRAPH 3.5.1 AS FOLLOWS:

A. 3.5.1 General Contractor shall guarantee all work for a period of one (1) year from date of acceptance. It is specifically understood that this guarantee, and fulfillment of all obligations thereunder, is fully protected by the Performance Bond furnished by the General Contractor, Sub-Contractor, or manufacturer for required guarantees and warranties called for in the Specifications. Nothing in this guarantee shall apply to work which has been abused or neglected by the Owner.

1.09 ARTICLE 3 3.7 PERMITS FEES AND NOTICES ADD SUB SUBPARAGRAPH 3.7.1.1 AS FOLLOWS:

A. 3.7.1.1 All permit and plans review fees shall be the obligation of the Contractor.

1.10 ARTICLE 7 - CHANGES IN THE WORK 7.1 CHANGES ADD SUBPARAGRAPH 7.1.1.1 AS FOLLOWS:

A. 7.1.1.1 Execute work precisely as shown on Contract Documents. Make no changes therefrom without having first received written permission. Where detail is lacking, refer matter to Architect for instructions before proceeding.

1.11 ARTICLE 7 7.2 CHANGE ORDERS ADD SUBPARAGRAPH 7.2.2 AS FOLLOWS:

- A. 7.2.2 In order to facilitate the Architect's checking of the Contractor's quotations for extras or credits, all change order proposals from the Contractor, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs prepared by the Contractor including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed in this Article 7. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.
- B. Add Subparagraph 7.2.3.1 as follows:
 - 7.2.2.1 The itemization referred to in Article 7.2.2 shall include at least the following: (1) Quantities of Material (2) Unit cost of Materials (3)Total hours for each classification of labor (4) Hourly rates applicable for all labor classifications (5) Social Security, Old Age and Unemployment Insurance, (6) Contractor's allowance for overhead and profit (7) Total cost to Owner (8)Number of additional calendar days (if any) required to complete the change order

1.12 ARTICLE 7 7.3 CONSTRUCTION CHANGE DIRECTIVES DELETE SUBPARAGRAPH 7.3.3 IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING AS NEW SUBPARAGRAPH 7.3.3:

- A. 7.3.3 For extra work performed, the allowance for overhead and profit combined, included in the total cost to Owner, shall not exceed the following schedule:
 - 1. To the Contractor for the work which he performs with his own forces, not to exceed ten-percent (10%) of his net additional cost for material and fifteen-percent (15%) of his net additional cost for labor and equipment.
 - 2. To a Sub-Contractor for work which he performs with his own forces, not to exceed ten-percent (10%) of his net additional cost for material and fifteen-percent (15%) of his net additional cost for labor and equipment.
 - 3. To the Contractor for work performed by his Sub-Contractors, not to exceed seven-one-half percent $(7\frac{1}{2}\%)$ of the amount due the Sub-Contractor.
 - 4. If the net cost of a change results in a credit from the Contractor or Sub-Contractor, the credit given shall be the net cost without overhead or profit.
 - 5. The "net cost" used herein shall mean the difference between all proper cost additions and deductions related to each item of work. The cost as used herein shall include all items of labor and material. Among items to be considered as overhead are time keepers, clerks, watchmen, small tools, incidental job burdens, and general office expenses.
- B. The cost or credit to the Owner resulting from a change in the work shall be determined by mutual acceptance of a lump sum or unit prices completely itemized indicating separately:
 - 1. Quantities of materials
 - 2. Unit cost of materials
 - 3. Total hours for each classification of labor
 - 4. Hourly rates applicable for all labor classifications
 - 5. Social Security, Old Age and Unemployment Insurance
 - 6. Contractor's overhead and profit
 - 7. Number of calendar days (if any) required to complete the additional work.
- C. Revise Subparagraph 7.3.6 as follows:

1. In lines (6) and (7) at the end of the first sentence, delete the words "a reasonable allowance for overhead and profit" and substitute "an allowance for combined overhead and profit in accordance with subparagraph 7.3.3.

1.13 ARTICLE 9 - PAYMENTS AND COMPLETION 9.2 SCHEDULE OF VALUES DELETE AND SUBSTITUTE THE FOLLOWING:

A. 9.2. Prior to the start of construction the Contractor shall submit a Schedule of Values listing all building components at a level of detail satisfactory to the Architect. All sub-contractors shall have separate listings for their sub-contractors and separate listings for each component at a level of detail satisfactory to the Architect. All listed components shall have separate categories for labor, material and equipment. Where a project is phased the Schedule of Values shall be detailed by phase. Where a project has separate distinct building areas the Architect may require that the Schedule of values be detailed by area. This proposed Schedule of Values shall be accompanied by a letter signed by an officer of the Contractor and certifying under penalty of fraud that the distribution of costs are true and accurate to the best of his or her knowledge and belief. A similar certification shall be submitted by each subcontractor covering his portion of the Schedule of Values. The Architect shall approve this Schedule of Values before any Application for Payment is processed.

1.14 ARTICLE 9 9.6 PROGRESS PAYMENTS ADD SUBPARAGRAPHS AS FOLLOWS:

- A. 9.6.1.1 Until Substantial Completion, the Owner shall pay ninety-five (95%) percent of the amount certified by the Architect, holding the remaining five (5%) percent as retainage. At Substantial Completion and with the full knowledge and consent of the Contractor's Surety, retainage shall be reduced to an amount sufficient, in the Architect's opinion, to complete the Work should the Contractor default.
- B. 9.6.1.2 Provided an Application for Payment is received by the Architect not later than the last day of the month, the Owner shall make payment to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty consecutive calendar days after the Architect receives the Application for Payment.
- C. 9.6.1.3 Tennessee law makes provisions for the Owner to pay interest on the retainage withheld during construction. If requested by the Contractor at the start of construction the Owner will establish a separate interest bearing account at a financial institution agreeable to both parties and not co-mingled with any other funds. Each month the Owner will deposit the retainage amount as a lump sum in said account on the same day that payment is made to the Contractor. For information purposes, the Contractor shall be responsible for providing the Owner with a detailed cumulative monthly accounting as a separate attachment to each monthly pay request certifying the amounts of interest that will be distributed to him and each of his sub-contractors and material suppliers based on the prior month's retainage withheld. The interest payment along with retainage withheld will be made upon Substantial Completion. Should the Contractor fail to give notice or provide the Owner with this detailed monthly accounting then all interest expenses shall be the responsibility of the Contractor with no obligation on the part of the Owner.

1.15 ARTICLE 9 9.8 MODIFY SUBPARAGRAPH 9.8.1 AS FOLLOWS:

A. Add at end: To be considered substantially complete the only allowed deficiencies shall be minor in nature and shall not be such as to inconvenience the normal use and operation of the project.

1.16 ARTICLE 11 - INSURANCE AND BONDS 11.1 CONTRACTOR'S LIABILITY INSURANCE ADD SUBPARAGRAPH 11.1.3.1 AS FOLLOWS:

A. 11.1.3.1 All insurance shall be purchased from companies authorized to do business in Tennessee and policies shall be acceptable to the Owner, Architect and Contractor. Before starting work, certificates of insurance shall be filed with Architect as well as Owner.

1.17 ARTICLE 11 11.1 ADD SUBPARAGRAPH 11.1.4 AS FOLLOWS:

- A. 11.1.4 The Contractor shall provide insurance written for no less than the following coverages and limits:
 - Worker's Compensation & Employer's Liability shall be in accordance with the regulations of the State in which the contract is performed, but no less than the following:
 a. Coverages "A" and "B"
 - 2. Commercial General Liability
 - a. Each Occurrence Bodily Injury
 - b. and Property Damage Liability\$1,000,000
 - c. Aggregate\$1,000,000
 - d. Include the following:
 - 1) Completed Operations
 - (a) Broad Form Comprehensive General Liability Endorsement Personal Injury, Broad Form Property Damage and Contractual Liability
 - (b) Coverages for Underground Hazard, Collapse and Explosion
 - 3. Vehicular Insurance include any auto, non-owned autos and hired autos
 - a. Auto Liability Combined Single Limit
 - b. Bodily Injury and Property Damage\$1,000,000
 - c. Hired an Non-Owned Autos\$1,000,000
 - 4. Excess Liability Umbrella
 - a. Each Occurrence\$5,000,000
 - b. Aggregate\$5,000,000
 - 5. Hospitalization: All full time salaried employees of the Contractor or subcontractor who have worked full time for at least six months and are working on this project either in the office or in the field shall have hospitalization insurance. The contractor shall submit evidence of coverage prior to starting work on the project.

1.18 ARTICLE 11 11.2 OWNER'S LIABILITY INSURANCE DELETE TEXT OF PARAGRAPH 11.2.1 AS WRITTEN AND SUBSTITUTE THE FOLLOWING AS NEW PARAGRAPH 11.2.1:

A. 11.2.1 The Contractor (not the Owner) shall purchase and maintain until Substantial Completion Owners and Contractors Protective Liability (O.C.P). Insurance on behalf of the Owner and Contractor A.T.I.M.A., in the amount of \$1,500,000.

1.19 ARTICLE 11 11.3 PROPERTY INSURANCE DELETE PARAGRAPH 11.3 AND SUBSTITUTE THE FOLLOWING:

A. 11.3 Property Insurance: The Owner (not the Contractor) shall purchase and maintain until substantial Completion, Builder's Risk Insurance (not All Risk Insurance) in the amount of the initial Contract Sum plus any amounts added by Change Order. The insurance shall list and include as named insured the Owner, the Contractor, and all subcontractors. The Builder's Risk Insurance shall also provide coverage for portions of the Work in transit and for temporary storage of portions of the Work to the value approved by the Engineer in the Certificate for Payment. Coverage is to be written on a special perils form including theft of building materials.

1.20 ARTICLE 13 - MISCELLAENOUS PROVISIONS ADD PARAGRAPHS 13.8 THROUGH 13.16 AS FOLLOWS:

- A. 13.8 COOPERATION Contractor and Sub-Contractors shall coordinate their work with adjacent work and cooperate with other trades so as to facilitate general progress of work. Each trade shall afford other trades every reasonable opportunity for installation of their work and for storage of their materials.
- B. 13.9 MANUFACTURER'S DIRECTIONS Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, conditioned in accordance with manufacturer's printed directions, unless specified to contrary.
- C. 13.10 TEMPORARY EASEMENTS Obtain consent of adjoining property Owners as needed for temporary easements or any other manner of physical encroachment.

- D. 13.11 PROTECTION OF WORK
 - 1. Provide constant protection against rain, wind, storm, freezing or heat so as to maintain work, materials, apparatus, fixtures free from injury or damage.
 - 2. Protect excavation, trenches, building, from damage from rain water, spring water, ground water, backing up drains or sewers, other water. Provide pumps, equipment, enclosures to provide this protection.
 - 3. Remove work damaged by failure to provide protection; replace with new work without extra cost to Owner.
- E. 13.12 UTILITIES
 - 1. When encountered in work or as indicated, protect existing active sewer, water, gas, electric, other utility services and structures. Where required for proper execution of work, relocate them as directed. If existing active services are not indicated but are encountered, require protection or relocation, request Architect in writing for determination, decisions. Do not proceed until written instructions are obtained.
 - 2. When encountered in work, whether or not indicated to be removed, cap or plug or otherwise discontinue existing inactive sewer, water, gas, electric, other utility services, structures, which interfere with work execution.
 - 3. Notify agencies or service utility companies having jurisdiction over specified utilities. Protect, relocate, remove, or discontinue services as per their requirements.
- F. 13.13 LABOR REQUIREMENTS Contractor and all Sub-Contractors employed on the work shall be required to conform to applicable labor laws of the state and various acts amendatory and supplementary thereto; and shall comply with all other laws and ordinances and legal requirements applicable thereto.
- G. 13.14 OMNIBUS RECONCILIATION ACT The Contractor shall execute an amendment agreement to the contract relating to the access of certain records of the contracting party as required by Omnibus Reconciliation Act of 1980.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 25 00 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
- B. Substitutions: See General Conditions for definition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
- D. Limit each request to a single proposed substitution item.

3.02 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

3.03 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

END OF SECTION

SECTION 01 30 00 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electronic document submittal service.
- B. Progress meetings.
- C. Progress photographs.
- D. Number of copies of submittals.

1.02 PROJECT COORDINATOR

- A. Project Coordinator: Construction Manager.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 10 00 Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. Contractor and Architect are required to use this service.
 - 3. It is Contractor's responsibility to submit documents in allowable format.
 - 4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
 - 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 - 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
 - 1. SharePoint as maintained by DH&W Architects.

3.02 PROGRESS MEETINGS

- A. Project Coordinator will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
- C. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Maintenance of progress schedule.
 - 7. Corrective measures to regain projected schedules.
 - 8. Planned progress during succeeding work period.
 - 9. Maintenance of quality and work standards.
 - 10. Effect of proposed changes on progress schedule and coordination.
 - 11. Other business relating to work.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS PHOTOGRAPHS

- A. Maintain one set of all photographs at project site for reference; same copies as submitted, identified as such.
- B. Photography Type: Digital; electronic files.
- C. In addition to periodic, recurring views, take photographs of each of the following events:
 - 1. Excavations in progress.
 - 2. Foundations in progress and upon completion.
 - 3. Structural framing in progress and upon completion.
- D. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
 - 1. Delivery Medium: On photo CD.
 - 2. File Naming: Include project identification, date and time of view, and view identification.
 - 3. Photo CD(s): Provide 1 copy including all photos cumulative to date and PDF file(s), with files organized in separate folders by submittal date.

3.04 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Color Samples: Two (2) copies of all color samples or chartgs are to be provided in hard copy and digital.

3.05 SUBMITTAL PROCEDURES

- A. General Requirements:
- B. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.

- C. Transmit each submittal with a copy of approved submittal form.
- D. Transmit each submittal with approved form.
- E. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- F. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- G. Apply Contractor's stamp, signed or initialed certifying that review, approval, 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.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Provide space for Contractor and Architect review stamps.
- L. When revised for resubmission, identify all changes made since previous submission.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

1.02 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet (600 mm). Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition.
- PART 2 PRODUCTS NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations.

1.02 RELATED REQUIREMENTS

- A. Section 01 25 00 Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 61 16 Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 01 74 19 Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 25 00 Substitution Procedures.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.

- 2. Agrees to provide the same warranty for the substitution as for the specified product.
- 3. Agrees to coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
- 4. Waives claims for additional costs or time extension that may subsequently become apparent.

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Prevent contact with material that may cause corrosion, discoloration, or staining.
- K. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- L. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of 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. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
- 5. Repair areas adjacent to cuts to required condition.
- 6. Repair new work damaged by subsequent work.
- 7. Remove samples of installed work for testing when requested.
- 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.05 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.06 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.07 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.08 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.09 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

SECTION 31 10 00

SITE CLEARING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Protecting existing trees to remain.
 - 2. Removing existing trees, shrubs, groundcovers, plants, and grass.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping or sealing, and abandoning site utilities in place or removing site utilities.
 - 7. Temporary erosion and sedimentation control measures.
- B. Related Sections include the following:
 - 1. Division 31 Section "Earthwork" for soil materials, excavating, backfilling, and site grading.

1.03 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches (50 mm) in diameter; and free of weeds, roots, and other deleterious materials.
- B. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.04 MATERIALS OWNERSHIP

A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.05 SUBMITTALS

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings according to Division 1 Section "Contract Closeout."
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.06 QUALITY ASSURANCE

A. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.07 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

- 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.
 - 1. Protect improvements on adjoining properties and on Owner's property.
 - 2. Restore damaged improvements to their original condition, as acceptable to property owners.
- C. Improvements on Adjoining Property: Authority for performing indicated removal and alteration work on property adjoining Owner's property will be obtained by Owner before award of Contract.
- D. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- E. Notify utility locator service for area where Project is located before site clearing.
- F. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

1.08 EXISTING SERVICES

- A. General: Indicated locations are approximate; determine exact locations before commencing Work.
- B. Arrange and pay for disconnecting, removing capping and plugging utility services. Notify affected utility companies in advance, minimum forty-eight hours, and obtain written approval before starting work.
- C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on Project Record Documents.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Division 31 Section "Earthwork."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Locate and clearly flag trees and vegetation to remain or to be relocated.
- D. Protect existing site improvements to remain from damage during construction.
 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.02 TEMPORARY SEDIMENT AND EROSION CONTROL

- A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
- B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.03 TREE PROTECTION

- A. Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
 - 2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.
- B. Do not excavate within drip line of trees, unless otherwise indicated.
- C. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
 - 1. Cover exposed roots with wet burlap to prevent roots from drying out.
 - 2. Temporary support and protect roots from damage until they are permanently relocated and covered with soil
 - 3. Coat cut faces of roots more than 1-1/2 inches in diameter with emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
 - 4. Backfill with soil as soon as possible.
- D. Maintain fenced area free of weeds and trash.
- E. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by Architect.
 - 1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
 - 2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified arborist.

3.04 UTILITIES

- A. Contractor shall arrange for disconnecting and sealing utilities that serve existing structures before site clearing and demolishing begins.
 - 1. Coordinate schedule with Owner.
 - 2. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
 - 1. Arrange to shut off indicated utilities with utility companies. Pay any required fees.
- C. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
- D. Excavate for and remove underground utilities indicated to be removed.

3.05 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
 - 3. Completely remove stumps, roots, obstructions, and debris extending to a depth of

18 inches (450 mm) below exposed subgrade.

- 4. Use only hand methods for grubbing within drip line of remaining trees.
- 5. Chip removed tree branches and dispose of off-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding 8-inch (200-mm) loose depth, and compact each layer to a density equal to adjacent original ground.

3.06 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths are encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Strip surface soil of unsuitable topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Limit height of topsoil stockpiles to 72 inches (1800 mm).
 - 2. Do not stockpile topsoil within drip line of remaining trees.
 - 3. Dispose of excess topsoil as specified for waste material disposal.
 - 4. Stockpile surplus topsoil and allow for respreading deeper topsoil.

3.07 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
 - 2. Paint cut ends of steel reinforcement in concrete to remain to prevent corrosion.

3.08 DISPOSAL

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.
- B. Burning on Owner's Property: Burning may be permitted only at designated areas and times as directed by the Owner and by local and state issuing authorities. A burn permit as well as any other associated permit(s) must be obtained by the contractor by the local issuing authority. The contractor shall comply with all local codes. Provide full time monitoring personal for burning materials until fires are extinguished.

SECTION 31 20 00

EARTHWORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Drainage course for slabs-on-grade.
 - 4. Subbase course for concrete walks and pavements.
 - 5. Base course for asphalt paving.
 - 6. Subsurface drainage backfill for walls and trenches.
 - 7. Excavating and backfilling trenches within building lines.
 - 8. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
- B. Related Sections include the following:
 - Division 3 Section "Cast-in-Place Concrete" for granular course over vapor retarder.

1.03 DEFINITIONS

1.

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Architect. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

- K. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
- L. Rock Excavation
 - 1. Sound, solid rock in its original position in ledges, bedded deposits, or masses of such hardness and texture that, in the opinion of the Engineer, cannot be loosened or broken down and removed by use of heavy construction equipment such as power shovels, bulldozers, heavy-duty rooters, etc., without drilling and blasting, or with an air-hammer shall be classified as rock excavation.
 - 2. Boulders, stones, or pieces of masonry that are one-half cubic yard or larger in volume shall be considered rock excavation.
 - 3. Hard pan, small boulders less than one-half cubic yard in volume, chert, clay, soft shale, soft and disintegrated rock, and similar material shall not be considered as rock even though the Contractor elects to excavate same by drilling and blasting, or with an air hammer.

1.04 SUBMITTALS

- A. Product Data: For the following:
 - 1. Each type of plastic warning tape.
 - 2. Separation fabric.
- B. Photographs of existing adjacent structures and site improvements
- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

1.05 QUALITY ASSURANCE

- A. Codes and Standards: Perform earthwork complying with requirements of authorities having jurisdiction.
- B. Geotechnical Testing Agency Qualifications: The Geotechnical testing agency will be hired by the Owner. The Contractor shall coordinate testing requirements with the testing agency and provide access to the site.

1.06 **PROJECT CONDITIONS**

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
- C. The contractor shall coordinate with Geotechnical Testing Agency for requirements regarding undercutting and importation of approved fill. The contractor shall include undercutting, offsite waste, importation and compaction of approved fill in the base bid as outlined in the geotechnical report.
- D. Contractor shall comply with the Architect's Specifications and Drawings, but they shall notify the Architect prior to performing any Work in question if they perceive conflicts between the Architect's Specifications and the recommendations of the Geotechnical Testing Agency. The Architect will resolve the questions.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Imported fill soils should consist of low to moderately plastic clay or silt with a plastic index of less than thirty (PI<30) and a standard Proctor maximum dry density greater than 90 pounds per cubic feet. The imported fill should contain no rock fragments larger than 4 inches in any dimension, and should be free from organic matter and other deleterious matter. The on-site soils may be used as engineered fill as approved acceptable by the Owner's Geotechnical testing agency. Existing fill soils will require evaluation by the Owner's Geotechnical testing agency to determine if they can be used as structural fill.</p>
- C. Unsatisfactory Soils: The Geotechnical testing agency observation will determine unsatisfactory soils.
- D. Backfill and Fill: Satisfactory soil materials.
- E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2- inch sieve and not more than 12 percent passing a No. 200 sieve.
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.02 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches wide and 4 mils thick, continuously inscribed with a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Communication, Alarm or Singal Lines, Cables or Conduit.
 - 4. Blue: Potable Water systems.
 - 5. Green: Sewer and Drain systems.
 - 6. Purple: Reclaimed Water, Irrigation and Slurry Lines, Fire Protection or other Nonpotable Water lines.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- D. Strip all topsoil, vegetation, and any debris from the construction area and either waste it from the site or use as topsoil or fill in areas to be landscaped. The stripped area should extend at least 10 feet beyond exterior foundation excavations and at least 5 feet beyond the outside edge of paved areas.

3.02 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.03 EXPLOSIVES

A. Explosives: Do not use explosives.

3.04 STABILITY OF EXCAVATIONS

A. Comply with all Federal, State and local codes, ordinances and requirements of authorities having jurisdiction to maintain stable excavations.

3.05 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Any reference to rock on the plans or specifications is not to be construed as classification of excavation.
- B. Excavation shall be where indicated on the drawings and to the grades indicated.

3.06 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended for bearing

surface.

- B. Rock encountered in the process of excavation for structures shall be uncovered and stripped of all loose materials over the entire limits of excavation. Rock encountered for removal in a trench section shall be uncovered for a distance of not less than fifty feet (50'). In both cases, the Engineer shall be notified immediately so that the surface can be examined and the necessary measurements and elevations taken.
- C. Rock under structures shall be excavated to lines and grades shown on the Drawings. Except as hereinafter provided otherwise where rock excavation has been carried below grade, the Contractor shall backfill to grade with Class B concrete at his/her own expense.

Where rock foundation is obtained at grade for over 50 percent of the area of any one structure, the portion of the foundation that is not rock shall be excavated below grade to reach a satisfactory foundation of rock .The portion below grade shall be backfilled with Class B concrete.

Where rock foundation is obtained at grade for less than 50 percent of any one structure and satisfactory rock cannot be found over the remaining area by reasonable additional excavation, the rock shall be removed for a depth of 12 inches below grade, and the space below grade shall be backfilled with crushed stone as specified above for pipe lines.

D. Rock excavation for all structures and adjacent trenches under this Contract and any other rock excavation directed by the Engineer shall be completed before construction of any structure is started in the vicinity.

3.07 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.08 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: 12 inches on each side of pipe or conduit.
- C. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.
 - 1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Rock in trenches shall be excavated over the horizontal limits of excavation and to depths as follows:

Size of Pipe Line,	Depth of Excavation Below Bottom of Pipe, Inches					
Inches	Sewer Pipe	Water Pipe				
4 to 12 incl.	6	6				
15 to 33 incl.	8	8				
36 and over	12	12				

The space below grade for pipe sewers shall then be backfilled with 3/8 inch crushed rock or gravel or other approved material and tamped to the proper grade. Where pipe sewers are constructed on concrete cradles rock shall be excavated to the bottom of the cradle as shown on the Plans.

E. Rock excavation for all structures and adjacent trenches under this Contract and any other rock excavation directed by the Engineer shall be completed before construction of any

structure is started in the vicinity.

3.09 APPROVAL OF SUBGRADE

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect or Soils Engineer determines that unsatisfactory soil is present, continue excavation and <u>replace with compacted backfill or fill material as directed</u>.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect.
- E. Avoid overcompaction and smearing of subgrade below infiltrations areas such as pervious pavement and bio-retention. Rake or rip subgrade as necessary to remove any smearing of subgrade.

3.10 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Architect.
- B. Where width of trench exceeds industry standard width, provide stronger pipe or special installation procedures, as required by the Architect at no cost to the Owner.

3.11 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.12 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for record documents.
 - 3. Inspecting and testing underground utilities.
 - 5. Removing concrete formwork.
 - 6. Removing trash and debris.
 - 7. Removing temporary shoring and bracing and sheeting.
 - 8. Installing permanent or temporary horizontal bracing on horizontally supported walls

3.13 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. In areas where trench is under paved areas, backfill remainder of trench with Bedding or Engineered fills to subgrade.
- C. Backfill trenches excavated under footings and within 18 inches of bottom of footings; fill with concrete to elevation of bottom of footings.
- D. Provide 4-inch-thick, concrete-base slab support for piping or conduit less than 30 inches

below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase.

- E. Place and compact initial backfill of satisfactory soil or subbase material, free of particles larger than 1 inch, to 12 inches over pipe or conduit.
- F. Where sewers, water lines, etc. are to be installed within the street right-of-way, they shall be backfilled full depth with stone per local code. The trenches under the building and at least 5 feet beyond the building limits shall be backfilled with low plasticity and low permeability soils per the geotechnical reports. If sewer is located in fill and backfill is six feet or over from the top of pipe to finished subgrade, backfill in accordance with paragraph above.
 - 1. Carefully compact material under pipe haunch and backfill evenly on both sides and along pipe or conduit to avoid damage or displacement of system.
- G. Fill voids with approved backfill materials as shoring and bracing and sheeting is removed.
- H. Place and compact final backfill of satisfactory soil material to final subgrade.
- I. Coordinate backfilling with utilities testing.
- J. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.14 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills. Areas receiving fill shall be proof rolled in the presence of a Geotechnical Engineer prior to fill placement. Areas identified as unacceptable by the Geotechnical Engineer shall be excavated (undercut) and backfilled prior to fill placement.
 - 1. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. When subgrade or existing ground to receive fill has density less than required for fill, break up surface to depth required, pulverize, moisture-condition or aerate soil and recompact to required density.
- C. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use subbase or base material, or satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use drainage fill over subgrade and engineered fill to bring to subgrade.
 - 5. Under footings and foundations, use engineered fill.
- D. Compact rock in accordance with the Geotechnical Engineer's recommendations

3.15 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 3 percent of optimum moisture content.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 3 percent and is too wet to compact to specified dry unit weight.

3.16 COMPACTION OF BACKFILLS AND FILLS

A. Place backfill and fill materials in layers not more than 8 inches in loose depth for material

compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs and steps, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill material at 100 percent standard Proctor compaction.
 - 2. Under pavements, scarify and recompact top 24 inches of existing subgrade and each layer of backfill or fill material at 100 percent standard Proctor compaction.
 - 3. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 95 percent standard Proctor compaction.
 - 4. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill material at 85 percent standard Proctor compaction.

3.17 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch.
 - 2. Walks: Plus or minus 1/2 inch.
 - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.18 SUBSURFACE DRAINAGE

- A. Subsurface Drain: Place a layer of drainage fabric around perimeter of drainage trench as indicated. Place a 6-inch course of filter material on drainage fabric to support drainage pipe. Encase drainage pipe in a minimum of 12 inches of filter material and wrap in drainage fabric, overlapping sides and ends at least 6 inches.
 - 1. Compact each course of filter material to 95 percent of maximum dry unit weight according to ASTM D 698.
- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade. Overlay drainage backfill with one layer of drainage fabric, overlapping sides and ends at least 6 inches.
 - 1. Compact each course of filter material to 95 percent of maximum dry density according to ASTM D 698.

3.19 SUBBASE AND BASE COURSES

- A. Under pavements and walks, place subbase course on prepared subgrade and as follows:
 - 1. Place base course material over subbase.
 - 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry density according to ASTM D 698.
 - 3. Shape subbase and base to required crown elevations and cross-slope grades.
 - 4. When thickness of compacted subbase or base course is 6 inches or less, place

materials in a single layer.

5. When thickness of compacted subbase or base course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

3.20 DRAINAGE COURSE

- A. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:
 - 1. Compact drainage course to required cross sections and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 698.
 - 2. When compacted thickness of drainage course is 6 inches or less, place materials in a single layer.
 - 3. When compacted thickness of drainage course exceeds 6 inches, place materials in equal layers, with no layer more than 6 inches thick or less than 3 inches thick when compacted.

3.21 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a Geotechnical engineering firm to perform field quality assurance testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design-bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Footing Subgrade: At footing subgrades, perform at least one test of each soil stratum to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on visual comparison of each subgrade with related test strata when acceptable to the Geotechnical Engineer.
 - 3. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet or less of wall length, but no fewer than two tests.
 - 4. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet or less of trench length, but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.22 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.23 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

SECTION 31 50 00

EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

- **1.01** Performance Requirements: Design, provide, monitor, and maintain an anchored and braced excavation support and protection system capable of resisting soil and hydrostatic pressure and supporting sidewalls of excavations.
 - A. System design and calculations must be acceptable to authorities having jurisdiction.
- **1.02** Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted in writing by the Architect and then only after arranging to provide temporary utility services according to requirements indicated.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

- **3.01** Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
- **3.02** Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
- **3.03** Locate excavation support and protection systems clear of permanent construction and to permit forming and finishing of concrete surfaces.
- **3.04** Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure excavation support and protection systems remain stable.
- **3.05** Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.
- **3.06** Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures as determined by a registered soils engineer. Remove in stages to avoid disturbing underlying soils and damaging structures, pavements, facilities, and utilities.
 - A. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction and abandon remainder.

SECTION 32 11 00

SUB-GRADE AND BASE COURSE PREPARATION

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Sub-grade preparation.
- B. Crushed stone or crushed gravel compacted base course.

1.02 RELATED WORK

- A. Section 32 13 13 Portland Cement Concrete Paving
- B. Section 32 12 16 Hot Mix Asphalt Paving

1.03 REFERENCES

A. Where Georgia Department of Transportation Specifications are referred to, the applicable requirements of that Section shall be considered a part of these specifications and all materials and construction methods prescribed therein shall be as binding as if herein specified. The Sections referred to are from Georgia, current edition with latest supplements.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Base Courses: Comply with Georgia Department of Transportation specifications, Section 310.

PART 3 - EXECUTION

3.01 SUB-GRADE PREPARATION

A. Grade sub-grade to lines and grades indicated. Preparation of sub-grade shall be in compliance with Georgia DOT Specifications sections referenced herein.

3.02 BASE COURSE

- A. Construct crushed stone or crushed gravel base course to thickness indicated on drawings and in compliance with Georgia DOT Specifications, Section 310.
- B. All areas to receive paving shall be graded to the indicated sub-grade elevation and proofrolled as outlined below.
- C. All areas (sub-grade) to receive compacted fill, pavements or slabs on grade shall be proofrolled in the presence of the Owner's Representative or Testing Agency to detect any soft areas that may exist. A four-wheeled, pneumatic-tired roller of not less than 25 tons, or its equivalent, shall be used for this operation. At least four passes shall be made two in each of two directions at right angles. Any soft areas thus disclosed should be stabilized or undercut and replaced with properly compacted material as approved by the Owner's Representative or Testing Agency.
- D. Proof rolling should be conducted only on soils in their approximate natural moisture condition. Proof-rolling should not be undertaken after rains while soils are still in a high moisture condition (well above the natural moisture content) or on soils which are desiccated by prolonged drying.

SECTION 32 12 16

HOT MIX ASPHALT PAVING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Hot-mix asphalt paving.
 - 2. Hot-mix asphalt patching.
 - 3. Hot-mix asphalt overlays.
 - 4. Pavement-marking paint.
- B. Related Sections include the following:
 - 1. Section 32 13 73 Pavement Joint Sealants
 - 2. Section 31 20 00 Earthwork
 - 3. Section 32 11 00 Subgrade and Base Course Preparation

1.03 SYSTEM DESCRIPTION

- A. Provide hot-mix asphalt pavement according to the materials, workmanship, and other applicable requirements of the standard specifications of the state or of authorities having jurisdiction.
 - 1. Standard Specification: As indicated.

1.04 SUBMITTALS

- A. Product Data: For each product specified. Include technical data and tested physical and performance properties.
- B. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
- C. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Material Certificates: Certificates signed by manufacturers certifying that each material complies with requirements.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer who has completed hot-mix asphalt paving similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Manufacturer Qualifications: Engage a firm experienced in manufacturing hot-mix asphalt similar to that indicated for this Project and with a record of successful in-service performance.
 - 1. Firm shall be a registered and approved paving mix manufacturer with authorities having jurisdiction or with the DOT of the state in which Project is located.
- C. Regulatory Requirements: Conform to applicable standards of authorities having jurisdiction for asphalt paving work on public property.
- D. Asphalt-Paving Publication: Comply with AI's "The Asphalt Handbook," except where more stringent requirements are indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver pavement-marking materials to Project site in original packages with seals unbroken and bearing manufacturer's labels containing brand name and type of material, date of manufacture, and directions for storage.
- B. Store pavement-marking materials in a clean, dry, protected location and within temperature range required by manufacturer. Protect stored materials from direct sunlight.

1.07 PROJECT CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:
 - 1. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 2. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
- B. Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.

PART 2 - PRODUCTS

2.01 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: Sound; angular crushed stone; crushed gravel;; complying with ASTM D 692 and GDOT specifications.
- C. Fine Aggregate: Sharp-edged natural sand or sand prepared from stone; gravel, or combinations thereof; complying with ASTM D 1073 and GDOT specifications.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass and GDOT specifications.
- D. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with ASTM D 242 and GDOT specifications.

2.02 ASPHALT MATERIALS

- A. Asphalt Cement: ASTM D 3381 for viscosity-graded material; ASTM D 946 for penetrationgraded material.
- B. Asphalt Cement: ASTM D 3381 for viscosity-graded material.
- C. Under-sealing Asphalt: ASTM D 3141, pumping consistency.

2.03 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by Environmental Protection Agency (EPA). Provide granular, liquid, or wetable powder form.
- B. Sand: ASTM D 1073, Grade Nos. 2 or 3.
- C. Paving Geotextile: Non-woven polypropylene, specifically designed for paving applications, resistant to chemical attack, rot, and mildew.
- D. Pavement-Marking Paint: Alkyd-resin type, ready-mixed, complying with FS TT-P-115, Type I, or AASHTO M-248, Type N.
- E. Pavement-Marking Paint: Latex, water-base emulsion, ready-mixed, complying with FS TT-P-1952.
 - 1. Color: As indicated.

2.04 MIXES

A. Provide mixes compling with typical specifications of GDOT.

Surface Course: Surface course shall conform to GDOT (Hot Mix) with aggregates meeting requirements of Type F, per GDOT Specifications, Section 828 and Section 400.

- B. Asphaltic Binder Course: Binder course shall conform to Type B, per GDOT Specifications, Section 828 and Section 400.
- C. Prime Coat: Asphalt emulsion prime conforming to GDOT specifications.
- D. Tack Coat: ASTM D 977, emulsified asphalt or ASTM d 2397, cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application per GDOT specifications.
- E. Base shall be a well-graded crushed stone conforming to GDDT specifictions, Section 815 and Section 310.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that sub-grade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll sub-base using heavy, pneumatic-tired rollers to locate areas that are unstable or that require further compaction.
- C. Notify Architect in writing of any unsatisfactory conditions. Do not begin paving installation until these conditions have been satisfactorily corrected.

3.02 COLD MILLING

- A. Clean existing paving surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement, including hot-mix asphalt and, as necessary, unbound-aggregate base course, by cold milling to grades and cross sections indicated.
 - 1. Repair or replace curbs, manholes, and other construction damaged during cold milling.

3.03 PATCHING AND REPAIRS

- A. Patching: Saw cut perimeter of patch and excavate existing pavement section to sound base. Re-compact new sub-grade. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically.
 - 1. Tack coat faces of excavation and allow to cure before paving.
 - 2. Fill excavation with dense-graded, hot-mix asphalt base mix and, while still hot, compact flush with adjacent surface.
 - 3. Partially fill excavation with dense-graded, hot-mix asphalt base mix and compact while still hot. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.
 - 1. Pump hot under-sealing asphalt under rocking slabs until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
 - 2. Remove disintegrated or badly broken pavement. Prepare and patch with hot-mix asphalt.
- C. Leveling Course: Install and compact leveling course consisting of dense-graded, hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
 - 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

- D. Crack and Joint Filling: Remove existing filler material from cracks or joints to a depth of 1/4 inch. Refill with asphalt joint-filling material to restore watertight condition. Remove excess filler that has accumulated near cracks or joints.
- E. Tack Coat: Apply uniformly to existing surfaces of previously constructed asphalt or portland cement concrete paving and to surfaces abutting or projecting into new, hot-mix asphalt pavement. Apply at a uniform rate of 0.05 to 0.15 gal./sq. yd. of surface.
 - 1. Allow tack coat to cure undisturbed before paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.04 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared sub-grade is ready to receive paving.
 - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Prime Coat: Apply uniformly over surface of compacted-aggregate base at a rate of 0.15 to 0.50 gal./sq. yd.. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure for 72 hours minimum.
 - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use just enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 - 2. Protect primed substrate from damage until ready to receive paving.
- C. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared sub-grade or surface of compacted-aggregate base before applying paving materials.
 - 1. Mix herbicide with prime coat when formulated by manufacturer for that purpose.

3.05 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt mix on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness, when compacted.
 - 1. Place Binder.
 - 2. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 3. Spread mix at minimum temperature of 250 deg F.
 - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 - 5. Regulate paving machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide, except where fill-in edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete asphalt base course for a section before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.06 JOINTS

A. Construct joints to ensure continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

- 1. Clean contact surfaces and apply tack coat.
- 2. Offset longitudinal joints in successive courses a minimum of 6 inches.
- 3. Offset transverse joints in successive courses a minimum of 24 inches.
- 4. Construct transverse joints by bulkhead method or sawed vertical face method as described in Al's "The Asphalt Handbook."
- 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
- 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.07 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Accomplish breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Repair surfaces by loosening displaced material, filling with hot-mix asphalt, and re-rolling to required elevations.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling, while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 1559, but not less than 94 percent nor greater than 100 percent.
 - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping while surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while still hot, with back of rake or smooth iron. Compact thoroughly using tamper or other satisfactory method.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials. Remove paving course over area affected and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.08 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.09 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to cure for 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturers recommended rates to provide a minimum wet film thickness of 15 mils.
 - 1. Broadcast glass spheres uniformly into wet pavement markings at a rate of 6 lb./gal.

3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing agency to perform field inspections and tests and to prepare test reports.
 - 1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
- B. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
- C. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- E. In-Place Density: Samples of uncompacted paving mixtures and compacted pavement will be secured by testing agency according to ASTM D 979.
 - 1. Reference laboratory density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 1559, and compacted according to job-mix specifications.
 - 2. Reference maximum theoretical density will be determined by averaging results from 4 samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
 - 3. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
 - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, but in no case will fewer than 3 cores be taken.
 - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

SECTION 32 13 13

PORTLAND CEMENT CONCRETE PAVING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Concrete sidewalks, roads, aprons, door pads, curbs and gutters.
- B. Reinforcement.
- C. Surface finish.
- D. Curing.

1.02 RELATED WORK

- A. Section 32 11 00 Sub-grade and Base Course Preparation
- B. Section 32 13 73 Pavement Joint Sealants
- C. Section 31 20 00 Earthwork
- D. Division 3 Section "Cast-in-Place Concrete"

1.03 REFERENCES

- A. ACI 211.1 Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete.
- B. ACI 211.2 Recommended practice for Selecting Proportions for Structural Lightweight Concrete.
- C. ACI 301 Specifications for Structural Concrete for Buildings.
- D. ACI 304R Guide for Measuring, Mixing, Transporting and Placing Concrete.
- E. ACI 305R Hot Weather Concreting.
- F. ACI 306R Cold Weather Concreting.
- G. ACI 315 Details and Detailing of Concrete Reinforcement.
- H. ACI 318 Building Code Requirements for Reinforced Concrete.
- I. ACI 347 Recommended Practice for Concrete Formwork, Concrete Reinforcing Steel Institute, Manual of Standard Practice.
- J. ASTM A185 Welded Steel Wire Fabric for Concrete Reinforcement.
- K. ASTM A497 Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
- L. ASTM A615 Deformed and Plain Billet-Steel for Concrete Reinforcement.
- M. ASTM C31 Standard Method of Making and Curing Concrete Test Specimens in the Field.
- N. ASTM C33 Standard Specification for Concrete Aggregates.
- O. ASTM C39 Standard Test Method of Compressive Strength of Cylindrical Concrete Specimens.
- P. ASTM C78 Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading).
- Q. ASTM C94 Ready Mixed Concrete.
- R. ASTM C143 Slump of Portland Cement Concrete.
- S. ASTM C150 Portland Cement.

- T. ASTM C172 Sampling Fresh Concrete.
- U. ASTM C173 Air Content of Freshly Mixed Concrete by the Volumetric Method.
- V. ASTM C192 Making and Curing Concrete Test Specimens in the Laboratory.
- W. ASTM C231 Air Content of Freshly Mixed Concrete by the Pressure Method.
- X. ASTM C260 Air-Entraining Admixtures for Concrete.
- Y. ASTM C309 Liquid Membrane-Forming Compounds for Curing Concrete.
- Z. ASTM C494 Chemical Admixtures for Concrete.
- AA. ASTM D8139 Semi-rigid, Closed Cell, polypropylene form, preformed joint fillers for Concrete Paving and Structural Construction.
- BB. ASTM D1752 Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with ACI 301.
- B. Obtain materials from same source throughout.
- C. Submit laboratory test reports for concrete materials and mix design test as specified.
- D. Provide material certificates in lieu of materials laboratory test reports when permitted by Owner's Representative. Material certificates shall be signed by manufacturer and Contractor, certifying that each material item meets specified requirements.

1.05 TESTS

- A. As the work progresses, sample concrete in accordance with ASTM C172.
- B. Make slump tests according to ASTM C143, one slump test for each set of test cylinders.
- C. Test air content of concrete made with normal-weight aggregates having low water absorption according to either ASTM C231 or ASTM C173. For lightweight aggregates or aggregates with high absorptions, use latter test method.
- D. Make compression test specimens and cure according to ASTM C31. Each test shall consist of one set of laboratory cured cylinders. A set shall consist of four cylinders. Minimum number of tests shall be one for 100 cubic yards of concrete for each class. Make at least one test per day of each class of concrete used that day.
- E. Cure specimens under laboratory conditions. Specimens cured under job conditions may be required when, in Owner's Representative's opinion, there is a possibility of the surrounding air temperature falling below 40°F, or rising above 90°F.
- F. Test cylinders according to ASTM C39.
- G. Test laboratory cured cylinders one at seven days, two at 28 days, and one at 56 days, if required.
- H. Strength level of concrete will be considered satisfactory if averages of any three consecutive strength test results of laboratory cured cylinders equal or exceed specified strength f'c, and no individual strength test result falls below specified strength f'c by more than 500 psi.
- I. Make reports on cylinder tests to Owner's Representative and show dates placed and tested, name of job, proportions of cement and aggregate, quantity of water, slump, air content, admixtures, location of concrete in the project, type of concrete, compressive strength in pounds per square inch and atmospheric and concrete temperature at time of sampling.
- J. In cases where strength of laboratory cured cylinders shown by tests for any portion of paving falls below required compressive strengths specified, Owner's Representative shall have the

right to order change in mix or in cement content for remaining portion of the paving.

K. Concrete cylinder and flexural tests shall be made by an independent testing laboratory selected by Owner. Cost of initial tests shall be paid for by Owner. Subsequent tests required as a result of improper strength shall be paid for by Contractor.

PART 2 - MATERIALS

2.01 CONCRETE MATERIALS

- A. Cement: ASTM C150, Normal-Type I, gray color.
- B. Fine and Coarse Aggregates: ASTM C33. Provide aggregates from single source for exposed concrete.
 - 1. For grading tests of fine and coarse aggregates, use square mesh wire cloth complying with ASTM E11.
 - 2. Fine Aggregate:
 - a. Provide washed natural sand of strong, hard durable particles.
 - b. Grade from coarse to fine within following limits:

Siava Siza	Percentage by Weight Passing Sieve					
Sleve Size	Minimum	Maximum				
3/8"	100					
No. 4	95	100				
No. 8	65	95				
No. 16	45	75				
No. 30	30	50				
No. 50	10	22				
No. 100	2	8				

- 3. Coarse Aggregate:
 - a. Provide coarse aggregate consisting of clean, hard, fine-grained, sound crushed rock or washed gravel, or combination of both.
 - b. Any piece having length in excess of five times average thickness shall be considered flat or elongated.
 - c. The maximum size coarse aggregate shall $1\frac{1}{2}^{*}$ with the minimum size being 1 inch.
 - d. Grade combined aggregates within following limits:

Sieve Size or Percentage by Weight Passing Sieve								
Size in Inches	1½" Ag	gregate	1" Aggregate					
	Min	Max	Min	Max				
11⁄2"	95							
1"	75	90	90	100				
3/4"	55	77	70	90				
3/8"	40	55	45	65				
No. 4	30	0	31	7				
No. 8	22	35	23	40				
No. 16	16	30	17	35				
No. 30	0	20	10	23				
No. 50	2	8	2	10				
No. 100	0	3	0	3				

- e. Water: Clean, not detrimental to concrete, and conforming to ACI 318, Article 3.4.
- f. Form Materials.
 - 1) Conform to ACI 301.
- C. Reinforcement

- Reinforcing Steel: ASTM A615; 60 ksi yield grade; deformed billet steel bars. 1.
- Welded Steel Wire Fabric: Plain type, ANSI/ASTM A185: in flat sheets: uncoated finish. 2.
- Tie Wire: Annealed steel, minimum 16 gauge size. 3.
- 4. Dowels: ASTM A615; 40 ksi vield grade, plain steel, uncoated finish.
- D. Accessories
 - Curing Compound: FS TT-C-800, Type 1, 30% solids; ASTM C309, Kurey DR, 1. manufactured by Euclid Chemical Company and L&M Cure Resin by L&M Construction Materials, or approved equal.
 - 2. Expansion Joint Filler: Non-extruding, non-bituminous, resilient type complying with AASHTO M153 and ASTM D1752.
 - 3. Joint Sealant for Pavements Unless Noted Otherwise on Drawings: Urethane complying with ASTM D1850 and ASTM C290 such as "Urexpan NR-200" by Pecora Corp., "VULKEM-245" by Mameco International, "THC-900" by Tremco or approved equal.
- E. Admixtures
 - Air Entrainment: Conform to ASTM C260. 1
 - 2. Water Reducing Admixture: Conform to ASTM C494, Type A, containing not more than 1% chloride ions.
 - 3. High Range Water Reducing Admixture (Super Plasticizer): Conform to ASTM C494, Type F or G, containing not more than 1% chloride ions.
 - Non-Chloride Accelerator Admixture: Conform to ASTM C494, Type C or E. Provide 4. long-term test data proving non-corrosive effect on reinforcing steel.
- F. Concrete Mix Design
 - Design concrete for flexural strength of 650 pounds per square inch at 14 days, 1. compressive strength of (f'c) of 3,000 pounds per square inch at 28 days.
 - Unless otherwise noted, concrete shall have minimum cement content of 517 pounds 2. per cubic yard of concrete and maximum water content not exceeding 28.0 gallons per cubic yard.
 - Concrete shall contain no calcium chloride nor shall admixtures contain more than 1 3. % chloride ions or air entraining cement, unless approved by Owner's Representative.
 - Concrete shall be air entrained and conform to air content limits of Table 1 below. 4.

Table 1 – Air Content for Air-Entrained ConcreteMaximum Size CoarseAir ContentAggregate InchesPercent by Volume1"5.5±1			
Maximum Size Coarse	Air Content		
Aggregate Inches	Percent by Volume		
1"	5.5±1		
1½"	5.0±1		

- 5. Concrete shall have maximum water-cement ratio of 0.45.
- Concrete shall have a slump of 3", plus or minus $\frac{1}{2}$ ". 6.
- Methods of measuring concrete materials shall be such that proportions can be 7. accurately controlled and easily checked. Measurement of materials for ready-mixed concrete shall conform to ASTM C94.
- 8. Use accelerating admixtures in cold weather only when approved by Owner's Representative. Use of admixtures will not relax cold weather placement requirements.
- 9. Use set-retarding admixtures during hot weather only when approved by Owner's Representative.

PART 3 - EXECUTION

3.01 INSPECTION

- Α. Verify compacted subgrade ready to support paving and imposed loads.
- Β. Verify correct gradients and elevations of base.

C. Beginning installation implies acceptance of existing conditions.

3.02 PREPARATION

- A. Moisten base to minimize absorption of water from fresh concrete.
- B. Notify Owner's Representative minimum 24 hours before start of concreting operations.

3.03 FORMING

- A. Place and secure forms to correct location, dimension, and profile.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint fillers vertical in position, in straight lines. Secure to formwork during concrete placement.

3.04 REINFORCEMENT

- A. Where noted on drawings, reinforce concrete paving with welded steel wire fabric.
- B. Provide chairs, supports, spacers, bolsters and other devices to keep reinforcement at proper elevations and in place.
- C. Interrupt reinforcement at control, contraction and expansion joints.

3.05 FORMED JOINTS

A. Place joints as shown on plans to correct elevation and profile.

3.06 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Hot Weather Placement: ACI 305R
- C. Cold Weather Placement: ACI 306R
- D. Ensure reinforcements, inserts, embedded parts, formed joints and are not disturbed during concrete placement.
- E. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- F. Place concrete to pattern indicated. Saw cut contraction joints at an optimum time after finishing. Saw joints in accordance with details on plans.
- G. Chamfer exposed corners of concrete using wood, metal, PVC, or rubber chamfer strips fabricated to produce smooth lines and tight edge strips.

3.07 FINISHING

- A. Road and Apron Paving: Light broom.
- B. Sidewalk Paving: Light broom and trowel joint edges.
- C. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.08 FIELD QUALITY CONTROL

- A. Field testing will be performed by an independent testing company as selected by the Owner.
- B. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.09 PROTECTION

A. Immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury.

SECTION 32 13 73

PAVEMENT JOINT SEALANTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Expansion and contraction joints within portland cement concrete pavement.
 - 2. Joints between portland cement concrete and asphalt pavement.
- B. Related Sections include the following:
 - 1. Division 32 Section "Portland Cement Concrete Paving" for constructing joints in concrete paving.

1.03 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Verification: For each type and color of joint sealant required. Install jointsealant samples in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Product Certificates: Signed by manufacturers of joint sealants certifying that products furnished comply with requirements and are suitable for the use indicated.
- D. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Compatibility and Adhesion Test Reports: From joint sealant manufacturer indicating the following:
 - 1. Materials forming joint substrates and joint-sealant backer materials have been tested for compatibility and adhesion with joint sealants.
 - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has specialized in installing joint sealants similar in material, design, and extent to those indicated for this Project and whose work has resulted in joint-sealant installations with a record of successful in-service performance.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration date, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to comply with manufacturer's written instructions to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.06 **PROJECT CONDITIONS**

- A. Environmental Limitations: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer.
 - 2. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F.
 - 3. When joint substrates are wet.
- B. Joint-Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than that allowed by joint sealant manufacturer for application indicated.
- C. Joint-Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint sealant manufacturer based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range for this characteristic.

2.02 COLD-APPLIED JOINT SEALANTS

- A. Type SL Silicone Sealant for Concrete and Asphalt: Single-component, low-modulus, neutral-curing, self-leveling silicone sealant complying with ASTM D 5893 for Type SL.
- B. Multicomponent Low-Modulus Sealant for Concrete and Asphalt: Proprietary formulation consisting of reactive petropolymer and activator components producing a pourable, self-leveling sealant.
- C. Available Products: Subject to compliance with requirements, cold-applied joint sealants that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Type SL Silicone Sealant for Concrete and Asphalt:
 - a. 890-SL; Dow Corning Corp.
 - b. Roadsaver Silicone SL; Crafco, Inc.
 - c. Sika-1C SL; Sika Corp.
 - d. Or Equivalent
 - 2. Multicomponent Low-Modulus Sealant for Concrete and Asphalt:
 - a. SOF-SEAL; W.R. Meadows, Inc.
 - b. Roadsaver Silicone; Crafco, Inc.
 - c. 888; Dow Corning Corp.
 - d. Or Equivalent

2.03 JOINT-SEALANT BACKER MATERIALS

- A. General: Provide joint-sealant backer materials that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by joint sealant manufacturer based on field experience and laboratory testing.
- B. Round Backer Rod for Cold- and Hot-Applied Sealants: ASTM D 5249, Type 1, of diameter and density required to control sealant depths and prevent bottom-side adhesion of sealant.
- C. Backer Strips for Cold- and Hot-Applied Sealants: ASTM D 5249; Type 2; of thickness and width required to control sealant depths, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

D. Round Backer Rods for Cold-Applied Sealants: ASTM D 5249, Type 3, of diameter and density required to control sealant depths and prevent bottom-side adhesion of sealant.

2.04 PRIMERS

A. Primers: Product recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint- sealant-substrate tests and field tests.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint sealant manufacturer's written instructions.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

3.03 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's written installation instructions applicable to products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install backer materials of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of backer materials.
 - 2. Do not stretch, twist, puncture, or tear backer materials.
 - 3. Remove absorbent backer materials that have become wet before sealant application and replace them with dry materials.
- D. Install sealants by proven techniques to comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses provided for each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealants from surfaces adjacent to joint.
 - 2. Use tooling agents that are approved in writing by joint sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint sealant manufacturer's written instructions, unless otherwise indicated.

3.04 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.05 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from the original work.

SECTION 32 31 13

PVC COATED CHAIN LINK FENCES, POSTS AND GATES

PART 1 - GENERAL

1.01 SCOPE

- A. Summary: The work covered by this section includes furnishing all labor, materials, and equipment required to install Class 2b Fused and Adhered, Poly Vinyl Chloride (PVC) Coated, Steel Chain Link Fence, including all excavation, concrete, and accessories, as shown on the Drawings or specified herein.
- B. General: Like items of materials provided hereafter shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance and replacement.
- C. Delivery, Storage and Handling: Deliver material to the site in an undamaged condition. Carefully store material off the ground to provide proper protection against oxidation caused by ground moisture.

1.02 SUBMITTALS

- A. Shop Drawings: Include complete details of fence and gate construction, fence height, post spacing, dimensions and unit weights of framework and concrete footing details. Actual samples and certificates of compliance may be requested.
- B. Product Data: Provide manufacturer's catalog cuts with printed specifications. Manufacturer shall provide certification of compliance with material specifications. Actual samples of the material may be requested.

1.03 STANDARDS

- A. ASTM B 6 Slab Zinc
- B. ASTM F567 Installation of Chain Link Fence
- C. ASTM F668 Poly(Vinyl Chloride) (PVC) and Other Organic Polymer-Coated Steel Chain Link Fence Fabric, Class 2b
- D. Federal Specification RR-F-191K/1D Fencing, Wire and Post Metal (Chain-Link Fence Fabric), Type IV
- E. American Association of State Highway Transportation Officials (AASHTO) M-181 Chain Link Fence, Type IV, Class A
- F. ASTM F1043 Strength and Protective Coating on Metal Industrial Chain Link Fence Framework Group I-A and Group I-C Heavy Industrial
- G. ASTM F934 Standard Colors for Polymer-Coated Chain Link Fence Materials
- H. Federal Specification RR-F-191K/3D Fencing, Wire and Post Metal (Chain-Link Fence Posts, Topsails and Braces), Class 1, Grade A or B
- I. American Association of State Highway Transportation Officials (AASHTO) M-181 Chain Link Fence, Grades 1 and 2

PART 2 - PRODUCTS

2.01 FENCE FABRIC

A. The base metal of the chain link fence fabric shall be composed of commercial quality, medium-carbon galvanized (zinc coated) steel wire. The vinyl coating shall be thermally bonded to a thermoset-bonding layer over a galvanized steel wire. Vinyl coating thickness, coating weight, and wire tensile strength conform to Federal specification RR-F-191K/1D, ASTM F668, Class 2b and (AASHTO) M-181, Type IV, Class A, as shown in Table 1. The wire is PVC coated before weaving, is free and flexible at all joints, and is knuckled at both selvages.

Zinc Coated Core Wire Size		PVC Coated Finished Wire Size	PVC Coated Wire Allowable Variance		Core Wire Zinc Coating Weight, Min		PVC Coating Thickness		Breaking Strength, minimum		Tensile Strength, min		
ga	inch	mm	ga	Inch	mm	oz/ft ²	g/m²	Inch	mm	lbf	Ν	ksi	MPa
9	0.148	3.76	8	+- 0.005	+-0.13	0.30	92	0.006 to 0.010	0.15 to 0.25	1,290	5,740	75	515

Table 1-PVC Coated Steel Wire Characteristics

- B. Coating: Only plasticized poly(vinyl chloride) (PVC) with a low temperature (-20°C, -4°F) plasticizer and no extenders or extraneous matter other than the necessary stabilizers and pigments, is used. The PVC coating resists attack from prolonged exposure to dilute solutions of most common mineral acids, seawater, and dilute solutions of most salts and alkali. The vinyl coating is thermally bonded to a thermoset-bonding layer over a galvanized steel wire. The wire is PVC coated before weaving and is free and flexible at all joints.
- C. Color: Shall Conform to ASTM F934, Black

2.02 FENCE POSTS AND RAILS

- A. The base metal of the posts and rails shall be commercial steel conforming to ASTM F1043 Group I-A and I-C, Heavy Industrial Fence, and also conform to Federal specification RR-F-191, Class 1, Grades A and B and ASSHTO M181 Grades 1 and 2. The thickness of the PVC coating shall be a minimum 0.010 to 0.015 in.
- B. Coating: Only plasticized poly(vinyl chloride) (PVC) with a low temperature (-20°C, -4°F) plasticizer and no extenders or extraneous matter other than the necessary stabilizers and pigments, is used. The PVC coating resists attack from prolonged exposure to dilute solutions of most common mineral acids, seawater, and dilute solutions of most salts and alkali.

2.03 FITTINGS

- A. Fittings and other accessories shall be zinc-coated (galvanized) pressed steel, cast steel or malleable iron, as specified and are coated with matching PVC by the same process as post and rails. PVC coating thickness shall be a minimum 0.006 mils. Painted fittings are not acceptable.
- B. Color: Shall Conform to ASTM F934, Black

2.04 FENCE MATERIALS

A. Fabric

Fused and Adhered Poly(Vinyl Chloride)-PVC Coated Steel Chain Link Fence Fabric

- 1. 9 gauge zinc coated core wire with 8 gauge PVC coated finished wire size
- 2. 1.75-inch mesh
- 3. Knuckled at both selvages unless otherwise specified.
- B. Posts: Steel pipe, ASTM F1043, capped
 - 1. Line post: 2 1/2 inch O.D.
 - 2. Corner, end, angle, and pull posts: 3 inch O.D., Schedule 40
 - 3. Gate posts, 4 inch O.D. Schedule 40
- C. Top rail: 1 5/8 inch O.D., with expansion couplings spaced at not less than 10 feet intervals.

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- D. Mid rail: 1 5/8 inch O.D., with expansion couplings spaced at not less than 10 feet intervals.
- E. Bottom rail: 1 5/8 inch O.D., with expansion couplings spaced at not less than 10 feet intervals.
- F. Fittings: pressed steel, cast steel or heavy malleable iron.

2.05 GATE

- A. Pedestrian Type: 4 foot minimum, single swing
- B. Frames
 - 1. 2 inch O.D. pipe
 - 2. Material: Galvanized steel.
 - 3. Construction: Welded corners or assembled with corner fittings and 3/8-inch steel truss rods.
 - 4. Provide horizontal 2 inch brace rail and 3/8-inch truss rod for gates 5 feet wide or greater.
 - 5. Provide vertical 2 inch brace rail for gates 6 feet wide or wider, spacing not to exceed 5-foot centers.

C. Hinges

- 1. Standard type.
- 2. Size to accommodate gate frame and post.

D. Latches

- 1. Industrial gate latch with drop rod or center stop.
- 2. See plan for latches at playgrounds

E. Keepers

- 1. Mechanical keeper for each gate leaf.
- 2. Secure free end of gate when in full open position.

2.06 CONCRETE

A. Posts shall be placed in masonry wall as shown on the details. Concrete shall be a min. 3000 psi.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Verify that final grading in fence location is complete without irregularities, which would interfere with fence installation.
- B. Measure and lay out complete fence line.
- C. Locate line posts at equal distance spacing, not exceeding 10-foot centers.
- D. Use corner posts at positions where fence changes direction more than 10 degrees.
- E. Contractor to grout entire length of masonry wall to the top of last block after installation of fence posts, fabric, and net poles.

3.02 INSTALLATION

A. Install Fence, Fence Posts and Gates in accordance with ASTM practice 567.

3.03 ADJUST AND CLEAN

- A. Adjust brace rails for rigid installation.
- B. Tighten hardware, fasteners and accessories.
- C. Level and smooth all disturbed areas.

END OF SECTION

SECTION 32 90 00

LANDSCAPING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Lawns.
 - 2. Topsoil and soil amendments.
 - 3. Fertilizers and mulches.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 31 Section "Site Clearing" for protection of existing trees and planting, topsoil stripping and stockpiling, and site clearing.
 - 2. Division 31 Section "Earthwork" for excavation, filling, rough grading, and subsurface aggregate drainage and drainage backfill.

1.03 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.
 - 1. Manufacturer's certified analysis for standard products.
- C. Certification of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 1. Certification of each seed mixture for sod, identifying sod source, including name and telephone number of supplier.
- D. Material test reports from qualified independent testing agency indicating and interpreting test results relative to compliance of the following materials with requirements indicated.
 - 1. Analysis of existing surface soil.
 - 2. Analysis of imported topsoil.
- E. Maintenance instructions recommending procedures to be established by Owner for maintenance of landscaping during an entire year. Submit before expiration of required maintenance periods.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
- B. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.06 **PROJECT CONDITIONS**

- A. Utilities: Determine location of above grade and underground utilities and perform work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.

1.07 WARRANTY

A. General Warranty: The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

1.08 LAWN MAINTENANCE

- A. Begin maintenance of lawns immediately after each area is planted and continue until acceptable lawn is established, but for not less than the following periods:
 - 1. Seeded Lawns: 60 days after date of Substantial Completion.
 - a. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established at that time, continue maintenance during next planting season.
- B. Maintain and establish lawns by watering, fertilizing, weeding, mowing, trimming, replanting, and other operations. Roll, re-grade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth lawn.
- C. Watering: Provide and maintain temporary piping, hoses, and lawn-watering equipment to convey water from sources and to keep lawns uniformly moist to a depth of 4 inches (100 mm).
 - 1. Water lawn at the minimum rate of 1 inch (25 mm) per week.
- D. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted. Repeat mowing as required to maintain specified height without cutting more than 40 percent of the grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowing. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet.
- E. Post-fertilization: Apply fertilizer to lawn after first mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least 1 lb per 1000 sq. ft. (0.5 kg per 100 sq. m) of lawn area.

PART 2 - PRODUCTS

2.01 GRASS MATERIALS

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with the Association of Official Seed Analysts' "Rules for Testing Seeds" for purity and germination tolerances.
 - 1. Seed Mixture: Provide seed of grass species and varieties, proportions by weight, and minimum percentages of purity, germination, and maximum percentage of weed seed as indicated on drawings.

2.02 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, 4 percent organic material minimum, free of stones 1 inch (25 mm) or larger in any dimension, and other extraneous materials harmful to plant growth.
 - 1. Topsoil Source: Reuse surface soil stockpiled on the site. Verify suitability of surface soil to produce topsoil meeting requirements and amend when necessary. Supplement

with imported topsoil when quantities are insufficient. Clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

2. Topsoil Quantity: Provide topsoil to a minimum depth of 4" in all lawn and landscaped areas.

2.03 SOIL AMENDMENTS

- A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 (2.36 mm) sieve and a minimum 75 percent passing a No. 60 (250 micrometer) sieve.
 - 1. Provide lime in the form of dolomitic limestone.
- B. Aluminum Sulfate: Commercial grade, unadulterated.
- C. Sand: Clean, washed, natural or manufactured sand, free of toxic materials.
- D. Perlite: Horticultural perlite, soil amendment grade.
- E. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat.
- F. Sawdust or Ground-Bark Humus: Decomposed, nitrogen-treated, of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
 - 1. When site treated, mix with at least 0.15 lb (2.4 kg) of ammonium nitrate or 0.25 lb (4 kg) of ammonium sulfate per cu. ft. (cu. m) of loose sawdust or ground bark.
- G. Manure: Well-rotted, unleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.
- H. Herbicides: EPA registered and approved, of type recommended by manufacturer.
- I. Water: Potable.

2.04 FERTILIZER

- A. Bonemeal: Commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
- C. Slow-Release Fertilizer: Granular fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.

2.05 MULCHES

- A. Fiber Mulch: Biodegradable dyed-wood cellulose-fiber mulch, nontoxic, free of plant growthor germination-inhibitors, with maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- B. Non-asphalt Emulsion Tackifier: Nontoxic and free of plant growth- or germination-inhibitors.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until

unsatisfactory conditions have been corrected.

3.02 PLANTING SOIL PREPARATION

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
- B. Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.
- C. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.
 - 1. Mix lime with dry soil prior to mixing fertilizer. Prevent lime from contacting roots of acid-tolerant plants.
 - 2. Apply phosphoric acid fertilizer, other than that constituting a portion of complete fertilizers, directly to subgrade before applying planting soil and tilling.

3.03 LAWN PLANTING PREPARATION

- A. Limit subgrade preparation to areas that will be planted in the immediate future.
- B. Loosen subgrade to a minimum depth of 4 inches (100 mm). Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous materials.
- C. Spread planting soil mixture to depth required to meet thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen.
 - 1. Place approximately 1/2 the thickness of planting soil mixture required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil mixture.
- D. Preparation of Unchanged Grades: Where lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare soil as follows:
 - 1. Remove and dispose of existing grass, vegetation, and turf. Do not turn over into soil being prepared for lawns.
 - Till surface soil to a depth of at least 6 inches (150 mm). Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches (100 mm) of soil. Trim high areas and fill in depressions. Till soil to a homogenous mixture of fine texture.
 - 3. Clean surface soil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
 - 4. Remove waste material, including grass, vegetation, and turf, and legally dispose of it off the Owner's property.
- E. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches (38 mm) in any dimension, and other objects that may interfere with planting or maintenance operations.
- F. Moisten prepared lawn areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- G. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.04 SEEDING NEW LAWNS

A. Sow seed with a spreader or a seeding machine. Do not broadcast or drop seed when wind

velocity exceeds 5 mph (8 km/h). Evenly distribute seed by sowing equal quantities in 2 directions at right angles to each other.

- 1. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.
- B. Sow seed at the following rates:
 - 1. Seeding Rate: 3 to 4 lb. per 1000 sq. ft. (1.5 to 2 kg per 100 sq. m).
- C. Rake seed lightly into top 1/8 inch (3 mm) of topsoil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes less than 1:6 against erosion by spreading straw mulch after completion of seeding operations. Spread uniformly at a minimum rate of 2 tons per acre (45 kg per 100 sq. m) to form a continuous blanket 1-1/2 inches (38 mm) loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
- E. Hydroseeding is an acceptable alternative, at Contractor's option.

3.05 RECONDITIONING LAWNS

- A. Recondition existing lawn areas damaged by Contractor's operations, including storage of materials or equipment and movement of vehicles. Also recondition lawn areas where settlement or washouts occur or where minor regrading is required.
- B. Remove vegetation from diseased or unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, fuel spills, stone, gravel, and other construction materials, and replace with new topsoil.
- C. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of it off the Owner's property.
- D. Till stripped, bare, and compacted areas thoroughly to a depth of 6 inches (150 mm).
- E. Apply required soil amendments and initial fertilizers and mix thoroughly into top 4 inches (100 mm) of soil. Provide new planting soil as required to fill low spots and meet new finish grades.
- F. Apply seed as required for new lawns.
- G. Water newly planted areas and keep moist until new grass is established.

3.06 CLEANUP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition.
- B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.07 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

3.08 SEED MIXTURES SCHEDULE

A. Sun and Partial Shade: Provide certified grass-seed blends or mixes, proportioned by weight, as follows:

Proportion	Name	Min. Pct. <u>Germ.</u>	Min. Pct. <u>Pure Sd.</u>	Max. Pct. <u>Weed Sd.</u>
50 %	Kentucky 31	80%	85%	0.5%
30 %	Chewings red fescue	85%	98%	0.5%
10 %	Perennial rye grass	90%	98%	0.5%
10 %	Redtop	85%	92%	1%

END OF SECTION



2

3

New Tennis Courts Gilbert-Stephenson Park 19 Van Cleve Street Fort Oglethorpe, GA 30742

Chattanooga, Tennessee 37402

423-266-4816

Sheet Number	Sheet Name	Current Revisio Description
General		1
G000	Cover Sheet	
Civil		
C000	Survey	
C100	Site Staking	
C200	Existing Conditions and Demolition	
C301	Site Grading	
C302	Site Drainage	
C501	Sediment and Erosion Control Phase I	
C502	Sediment and Erosion Control Phase II	
C503	Sediment and Erosion Control Phase III	
C504	Sediment and Erosion Control Notes	
C505	GA Erosion Control Notes 1	
C506	GA Erosion Control Notes 2	
C700	Site Details	
C800	Site Details	
Electrical		
E001	Electrical Project Notes and Schedules	
E002	Electrical Project Details	
E003	Electrical Project Details	
E100	Electrical Site Plan	
E101	Lighting Plan and Details	
ED100	Electrical Demolition Site Plan	

SHEET LIST

GENERAL NOTES

Contractor shall field verify all dimensions, elevations, and locations of existing conditions affecting his project, prior to fabrication or installation of new work. Notify architect of any discrepancies from dimensions shown, noted, or required. Adjust dimensions of new construction at direction of architect to allow for actual field conditions.

Where a detail is shown or note is described for one condition, it shall apply for all like or similar conditions even though not specifically noted on the drawings.

Provide continuous separation between dissimilar materials as required to prevent galvanic corrosion



LEGEND OF SYMBOLS CENTERLINE ROAD CL/CLR Top Bank Toe Slope Bottom Ditch TOP CURB BOTTOM CURB ASPHALT BUILDING BLD GROUNDSHOT FINISH FLOOR ELEVATION FFF EDGE GRAVEL EDGE WATER EG EW EDGE PAVEMENT EP/EOP NAIL SET NS CORNER (TOP) CC OVERHEAD WIRE TYP TYPICAL WATER LINE CO CLEANOUT — ST — STORM SEWER LINE SCB MANHOLE _____SS ____ SANITARY SEWER LINE ⁄site⁄ SANITARY/STORM MANHOLI ---- G ----GAS LINE WATER METER -----UGE-----UNDERGROUND ELECTRIC POWER POLE LIGHT POLE COMMUNICATION CLEANOUT *11111*, BUILDING LINE CATCH BASIN HIGH DENSITY POLYETHYLENE HDPE GAS VALVE CONC CONCRETE GAS METER GUY WIRE FIRE HYDRANT (----- POST INDICATOR VALVE WATER VALVE ELECTRIC BOX PHONE PEDESTAL GREASE TRAF TRAFFIC BUX TRAFFIC POLE FIRE DEPARTMENT CONNECTION TREES (SIZE VARIES-SEE PLAN) IRRIGATION CONTROL VALVE POWER METER LIGHT LOCATION MAP BORE HOLE N.T.S. * NOTE: ALL SYMBOLS WILL NOT APPLY TO YOUR SURVEY. NOTES: 1. ALL IMPROVEMENTS NOT LOCATED. 2. ALL UTILITIES SHOWN ARE FROM ABOVE GROUND STRUCTURES AND MARKINGS ON GROUND ONLY. NO EXCAVATION WAS DONE. PLEASE CONTACT LOCAL UTILITY COMPANIES FOR MORE ACCURATE DATA AND INFORMATION. *HSG MAKES NO WARRANTY, EXPRESSED OR IMPLIED, TO THE ACCURACIES OF UNDERGROUND UTILITIES, UNDERGROUND UTILITIES ARE SHOWN "AS IS". OTHER UNDERGROUND UTILITIES MAYBE IN THE AREA NO INFORMATION PROVIDED TO HSG. AGAIN CONTACT LOCAL UTILITY COMPANIES FOR INFORMATION. 3. SUBJECT TO ALL EASEMENTS, RESTRICTIONS, COVENANTS, RIGHT OF WAYS, ETC., OF A CURRENT TITLE EXAMINATION. DONE WITHOUT THE BENEFIT OF TITLE COMMITMENT. 4. BASED ON GRAPHIC DETERMINATION THIS PROPERTY IS LOCATED IN ZONE "AE" AND IS IN A FEMA/FIRM SPECIAL FLOOD HAZARD AREA PER COMMUNITY PANEL NO. 13047C0009E, DATED 9/11/2009 5. ALWAYS CONSULT WITH BUILDING AUTHORITIES/ZONING OFFICIALS PRIOR TO CONSTRUCTION. SETBACKS ARE OF LEANING SUBJECT TO CHANGE. NO BOUNDARY SURVEY WAS MADE NOR IMPLIED NOTE: THIS SURVEY IS NOT TRANSFERABLE TO ANY OTHER OWNER OR LENDER, ATTORNEY, ENGINEER, ARCHITECT AND MAY NOT BE COPIED OR USED IN ANY WAY WITHOUT THE WRITTEN CONSENT TO THE SURVEYOR. CITY OF FORT OGLETHORPE PARTIAL TOPOGRAPHICAL SURVEY OF A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 195, PAGE 380, O.O.S.C.C.C, LAND LOT 85, 9TH DIVISION, 4TH SECTION, CITY OF FORT OGLETHORPE, CATOOSA COUNTY, GEORGIA UGE HOPKINS SURVEYING GROUP H 175 Hamm Road — P.Q. Box 4366 Chattanooga, Tennessee 37405 (423) 267-3751 Office (aj@hopkinssurveying.com) Copyright - By Hopkins Surveying Group DRAWN BY: ZA SHEET NO. 1 OF 1 DWG. Nov 2022-258-3 SCALE: 1"= 40' DATE: 9/22/2022 REF. DVG. PROPERTY ADDRESS NORRIS STREET TAX MAP No. 0003-G-001 SURVEYOR STATEMENT TRIMBLE R10 VRSNOW NETWORK (RTKN), MODEL TRIMBLE R10, SIGNAL FREQUENCY, RELATIVE POSITIONAL ACCURACY 8mm + 1ppm RMS, WAS USE TO ESTABLISH CONTROL DATE FOR THE USE WITH OUR CONVENTIONAL SURVEY. THIS PLAT REPRESENTS A TOPOGRAPHICAL SURVEY OF THE PARCEL SHOWN. DECLARATION IS MADE TO THE ORIGINAL OWNER AND OTHER INTERESTED PARTIES AS STATED ON THE SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS. ANY LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. FOR INFORMATION REGARDING THESE UTILITIES, PLEASE CONTACT THE APPROPRIATE AGENCIES. THIS SURVEY MEETS OR EXCEEDS "MINIMUM STANDARDS FOR TOPOGRAPHICAL SURVEYS." DWG. NO.: 2022-258-3 1 2 - 3 4 5 T:\2021\2180_Fort Oglethorpe Tennis Courts\CIVIL\Dwgs\21280 CE Details.dwg, C000 Survey, 12/28/2022 4:29:42 PM, parksjl, DWG To PDF.pc3, ARCH full bleed D (24.00 x 36.00 Inches)

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		New Tennis Courts
		Gilbert-Stephenson Park 19 Van Cleve Street Fort Oglethorpe, GA Date: 03/30/2023 Drawn: JP
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		GEORGI HOSTER PROFESSIONAL PROFESSIONAL HL. PHL. PHL Level II Design Professional Certification #35390
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	52	TYPE OF SPECIES	YEAR	ANALYSIS OR	EQUIVALENT	RATE	N TOP	MULCHING APP	LICATION REQUIREMENTS		
L	\checkmark	1. COOL SEASON GRASSES	FIRST SECOND MAINTENANCE	6-12- 6-12- 10-10	-12 -12 -10	1500LBS./AC. 1000LBS./AC. 400LBS./AC.	50-100 LBS./AC. 1/ 2/	STRAW OR HAY WOOD WASTE,	2-1/2 TON/ACRE 6 TO 9 TON/ACRE	6" TO 10" 2" TO 3"	1
		2. COOL SEASON GRASSES AND	FIRST SECOND	6-12- 0-10-	-12 -10	1500LBS./AC. 1000LBS./AC.	0-50 LBS./AC. 1/ -	CHIPS, SAWDUST, BARK	4000 044 (4005 05		2
		3. GROUND COVERS	FIRST SECOND	10-10 10-10	7-10 7-10	1300LBS./AC. 3/ 1300LBS./AC. 3/ 1300LBS./AC. 3/		POLYETHYLENE FILM	1/4 GAL./ACRE OR 1/4 GAL./SY SECURE WITH SOIL, ANCHORS WEIGHTS		3
_		4. SHRUB LESPEDEZA	FIRST MAINTENANCE	0-10- 0-10-	-10 -10	700LBS./AC. 700LBS./AC. 700LBS./AC. 4/	-	CUTBACK ASPHALT GEOTEXTILES, JUTE	SEE MANUFACTURER'S RECOMMENDATIONS RATE		5
		5. TEMPORARY COVER CROPS SEEDED ALONE	FIRST MAINTENANCE	10-10	0–10	500LBS./AC.	30 LBS./AC. 5/		D AREA STABILIZA	TION	6
		6. WARM SEASON GRASSES	FIRST SECOND MAINTENANCE	6–12- 6–12- 10–10	-12 -12 D-10	1500LBS./AC. 800LBS./AC. 400LBS./AC.	50–100 LBS./AC. 2/ 6/ 50–100 LBS./AC. 2/ 30 LBS./AC.		CHING ONLY)		7
к		7. WARM SEASON GRASSES AND LEGUMES	FIRST SECOND MAINTENANCE	6—12- 0—10- 0—10-	-12 -10 -10	1500LBS./AC. 1000LBS./AC. 400LBS./AC.	50 LBS./AC. 6/				9
		1. APPLY IN SPRING FOLI 2. APPLY IN SPLIT APPLI 3. APPLY IN 3 SPLIT APPLY	LOWING SEEDING CATIONS WHEN PLICATIONS.	5. HIGH RATES ARE L	ISED. <u>MULCHII</u> 1. DRY ST 2. DRY HA	<u>NG_RATES:</u> TRAW: 2 TONS PER / AY: 2–1/2 TONS PE	ACRE. R. ACRE.			THE AR	OVE CONS
		4. APPLY WHEN PLANIS 7 5. APPLY TO GRASS SPEC 6. APPLY WHEN PLANTS (are proned. CIES ONLY. GROW TO A HEI	GHT OF 2 TO 4 IN	3. FOR HY NCHES. WOOD	YDRAULIC SEEDING U PULP FIBER AT THE	ISE WOOD CELLULOSE MULCH RATE OF 500 POUNDS / AC	OR RE		SEQUEN POLLUTI	CES OF E
_		F	ERTILIZER a	& MULCHING R	EQUIREMENT	5					
	29	SPECIES	BROADCA PER ACRE PER	ST RESOUR R 1000 S.F. AREA	CE PLA	ANTING DATES	REMARKS			- <u>10'</u>	
		(HORDEUM VULGARE) ALONE IN MIXTURES	144 LBS. 24 LBS.	3.3 LBS. C 0.6 LBS.	4/ J F M A M		14,000 SEED PER POUND WINTERHARDY. USE ON PRODUCTIVE SOILS.			• • •	
J		LESPEDEZA, ANNUAL (LESPEDEZA STRIATA) ALONE	40 LBS.	0.9 LBS. C			200,000 SEED PER POUNL MAY VOLUNTEER FOR SEVE YEARS USE INOCULANT FL	D ERAL			
		LOVE GRASS, WEEPING (ERAGROTIS CURVULA) AI ONF	IU LBS.	0.2 LBS. M-L P 0.1 LBS			1,500,000 SEED PER POU MAY LAST FOR SEVERAL Y	IND EARS.	- ARIES		-
		IN MIXTURES	2 LBS.	0.05 LBS. M-L	J F M A M		MIX WITH SERICEA LESPED	EZA D. QUICK		1	-
_		ALONE IN MIXTURES	40 LBS. 10 LBS.	0.9 LBS. C 0.2 LBS. M-1	J F M A M		MUCH COMPETITION IN MIX IF SEEDED AT HIGH RATES		•	/	
		(SECALE CEREALE) ALONE IN MIXTURES	3 BU 1/2 BU	3.9 LBS. P 0.6 LBS. C	JFMAM	JJASONI	COVER. DROUGHT TOLERAN WINTERHARDY. D	IT AND	10 MIL/ PLASTIC LINI	NG PLA NOT TO	N SCALE VE CRADE"
ц		RYEGRASS, ANNUAL (LOLIUM TEMULENTUM) ALONE	40 LBS.	0.9 LBS. <i>M-L</i> <i>P</i> <i>C</i>			227,000 SEED PER POUNE COVER. VERY COMPETITIVE NOT TO BE USED IN MIXTO	D. DENSE & IS URES.		WTH STRA	W BALES
			DISTURBED	AREA STABILI		P)					
	~		000400		05.000						
_	(52)	SPECIES BERMUDA, COMMON	PER ACRE PER	AST RESOURT	J F M A M	ANTING DATES	REMARKS	IUND.	STAPLES-	7	
		HULLED SEED ALONE WITH OTHER PERENNIALS BERMUDA COMMON	6 LBS. (0.1 LBS. C	J F M A M		QUICK COVER. LOW GROW AND SOD FORMING. FULL D GOOD FOR ATHLETIC FIEL	WING SUN. DS	(2 PER BALE)		VIL STIC LINING
		UNHULLED SEED W/ TEMP COVER WITH OTHER	10 LBS. 0 6 LBS. 0	0.2 LBS. C 0.1 LBS.			PLANT WITH TALL FESCU	IE IE	Ē		
G		CENTIPEDE (EREMOCHLOA OPHIUROIDES)	BLOCK SOD	ONLY P	J F M A M		D DROUGHT TOLERANT. FUL PARTIAL SHADE. EFFECTI TO CONC. & IN CONCEN	LL SUN OR VE ADJACENT JTRATED	NATIVE MATE		D OR-
					JFMAM	IJJASON	FLOW AREAS. IRRIGATION UNTIL FULLY ESTABLISHE PLANT NEAR PASTURES.	IS NEEDED ED. DO NOT	(UP HONAL)	SECTIC	DN B-B
		CROWNVETECH (CORONILLA VARIA) WITH WINTER ANNUALS	15 LBS. (М—L Р.3 LBS. Р			100,000 SEED PER POUN GROWTH. DROUGHT TOLER RESISTANT. USE FROM NO	ID. DENSE PANT & FIRE DRTH ATLANTA		NOT	5 SUALL
_		GRASSES FESCUE, TALL (FESTUCA ARUNDINACEA) ALONE	50 LBS 1	T.1 LBS. M-L	J F M A M		D 227,000 SEED PER POUN ONLY ON BETTER SITES.	ID. USE ALONE NOT FOR	CW	DETA	AIL: <u>c</u>
		W/ OTHER PERENNIALS LESPEDEZA (AMBRO VIRGATA)		M-L	J F M A M		D DROUGHTY SOILS. NOT FO 300,000 SEED PER POUN OF GROWTH IS 18 TO 24	DR HEAVY USE ID. HEIGHT INCHES.	\bigcirc		(
		SCARIFIED UNSCARIFIED	75 LBS. 1	.4 LBS. .7 LBS. P C	J F M A M		ADVANTAGES IN URBAN AF WEEPING LOVE GRASS, CC BAHIA, TALL FESCUE, OR D ANNUALS. INOCULATE SEE	REAS. MIX W/ DMMON BERMUDA WINTER D W/ INOCULANT.			
F				RBED AREA S	TABILIZATION	(<i>PERM</i>)					
		SEDIMENT &	EROSIO	N CONTRO	L NOTES: EROSION & S	EDIMENT CONTROL	L HANDBOOK: & THE				
_		BEST MANAGEME WORKS FOR THE	NT PRACTICES CITY OF FO	5 MANUAL OF RT OGLETHORPE.	THE STORM WA	TER MANAGEMENT	DEPARTMENT OF PUBLIC				
		2 CONTRACTOR SH SEDIMENT & ERU & SEDIMENT CO	ALL BE RESP OSION CONTR NTROL HANDE	ONSIBLE DURING OL MEASURES A BOOK & THE RE	G CONSTRUCTION S CALLED FOR QUIREMENTS OF	N FOR THE CONT ON THE DRAWING F THE CITY OF FO	INUOUS MAINTENANCE OF GS & PER THE TN EROSI ORT OGLETHORPE.	'ON			
E		3 SEDIMENT & ERG PRIOR TO ANY (OSION CONTR OTHER CONST	OL FACILITIES, & RUCITON.	STORM DRAIN	IAGE FACILITIES SI	HALL BE CONSTRUCTED				
		4 SEDIMENT & ER COMPLETE & UN 5 ALL GRADED AR	USION CONTR ITIL A PERMA EAS SHALL B.	ol measures s Nent ground (E stabilized wi	HALL NOT BE COVER HAS BEE TH A TEMPORAI	REMOVED UNTIL A EN ESTABLISHED. RY FAST GROWING	G COVER AND/OR MULCH,				
		NO LATER THAN ACTIVITY HAS CE	2 WEEKS AF EASED & FINE	TER EARTH DIS GRADING WILL	STURBING ACTIV NOT TAKE PLAN	ITY ENDS IN THOS CE FOR AT LEAST	SE AREAS WHERE GRADIN 15 DAYS.	G			
_		ALL SILT & DEB 7 SEEDING & FERT	RIS. TILIZING RATE	s for tempora	RY AND PERMA	NENT STANDS OF	GRASS SHALL BE PER				
		8 ADDITIONAL EROS	SION CONTRO	L DEVICES SHAL	L BE USED AS	REQUIRED.	T RUMUNS UP TO 50%				
		CAPACITY OF SIL 10 IF ANY FINES OF	T FENCE AND R PENALTIES	O/OR SILT LOGS ARE LEVIED AGA	INST THE PROF	PERTY OR PROPER	RTY OWNER BECAUSE OF				
D	^	LACK OF EROSIC PAYMENT OF SU DEDUCTED FROM)N AND/OR CH FINES OR ' THE CONTRA	SEDIMENT CONT. PENALTIES OR ACT AMOUNT.	ROL, THE CONT THE COST OF	RACTOR SHALL B. ANY FINES OR PL	E RESPONSIBLE FOR ENALTIES SHALL BE			6'' (15cm)	
	$\langle 2 0 \rangle$	11 EROSION CONTRO APPROVED PLAN SEDIMENT CONTR	DL MEASURES DOES NOT F OL MEASURES	WILL BE MAINT, PROVIDE FOR E S SHALL BE IMF	AINED AT ALL T FFECTIVE EROS PLEMENTED TO	TIMES. IF FULL IM ION CONTROL, AD CONTROL OR TRE	PLEMENTATION OF THE DITIONAL EROSION & AT THE SEDIMENT SOURC.	Ε.			5
		12 CONSTRUCTION E. 13 THE CONTRACTOR	XIT SHALL BE R SHALL USE	MAINTAINED ON WHATEVER MEAS	A CONTINUOUS SURES ARE REG	BASIS. QUIRED TO PREVE	NT SILT & CONSTRUCTION	V			
_		DEBRIS FROM FL TEMPORARY SEDI AND/OR BALES	.OWING ONTO MENT POINTS OF STRAW. C	ADJACENT PROF SILT FENCES (ONTRACTOR SHA	PERTIES. THIS C DF STEEL WIRE LL COMPLY WIT	CAN BE ACCOMPLI & BURLAP OR B TH ALL LOCAL ERC	SHED BY SMALL PARRIERS OF CEDAR TREE OSION, CONSERVATION, &	S		4'	'-6''
		SILTATION ORDINA UPON COMPLETIC SUFFICIENT TO F	ANCES. CONTI DN OF PERMA PREVENT EROS	RACTOR SHALL F NENT DRAINAGE SION.	REMOVE ALL TEN FACILITIES &	MPORARY EROSIOI THE ESTABLISHME	N CONTROL STRUCTURES ENT OF A STAND OF GRA.	SS	(15cm)
		14 CONTRACTOR SHA DUST BY SPRINK	ALL TAKE ALL (LING, BY APP	AVAILABLE PRE PLYING CALCIUM	CAUTIONS TO C 1 CHLORIDE, OF	CONTROL DUST. CO R BY OTHER METH	ONTRACTOR SHALL CONTR HODS AS DIRECTED BY	POL	ł.		
С		15 CONTRACTOR TO OR RULES.	COMPLY WITH	H ALL STATE &	LOCAL SEDIMEN	NT CONTROL & AI	R POLLUTION ORDINANCES	S			
		16 ALL DISTURBED A	AREA TO BE SION CONTRO	GRASSED. L DEVICES TO B	E INSTALLED P	RIOR TO BEGINNIN	NG OF GRADING.				
		BERM DITCHES, 3 18 ALL SIDE DITCHE	¬∟∟ MAINTAIN SILT DAMS, & S TO BE CLE	all iempukary SILT FENCES A EANED AND/OR	LRUSIUN CON IS NEEDED. REGRADED TO I	PROVIDE PROPER	DRAINAGE.	זאני		/	
		19 ALL AREAS NOT MAINTAINED UNTI	OTHERWISE S L AN ADEQUA	TURFACED ARE T TE STAND OF G	O BE SEEDED, RASS IS OBTAIN	LANDSCAPED, MU NED.	ILCHED, WATERED &			6"	
		20 SEEDING & FERT CITY OF FORT ON PUBLIC WORKS P	TILIZING RATES GLETHORPE E FOR THE CITY	5 FOR TEMPORA EST MANAGEME OF FORT OGIF	RY & PERMANE INT PRACTICES THORPE.	NT STANDS OF G MANUAL OF THE	RASS SHALL BE PER THE STORM WATER DEPARTME	NT OF	(150		
В	1315	21 NON-EXEMPT AC STREAM BUFFFR	TIVITIES SHAL AS MEASURF	L NOT BE COND D FROM THE PO	DUCTED WITHIN	THE 25 OR 50—F ED VEGETATION WI	FOOT UNDISTURBED ITHOUT FIRST				
	· V	ACQUIRING THE I	VECESSARY V	ARIANCES AND F	PERMITS.						
_											
									Dree	vina Not To	Scale
									510	5	-
А											

L	$\langle 1 \rangle$	EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN (ESPC): THIS PLAN WAS PREPARED AS REQUIRED BY NPDES GENERAL PERMIT NO. GAR 100001. THESE PLAN SHEETS AND ALL REQUIREMENTS OF THE GENERAL PERMIT AS WELL AS LOCAL, STATE, AND FEDERAL REGULATIONS OR LAWS APPLY REGARDLESS OF SPECIFIC INCLUSION IN THIS PLAN.		Offsite Vehicle Tracking A STABILIZED CONSTRUCTION EXIT HAS BE FOR CONSTRUCTION EXIT LOCATION AND D TRACKING OF MUD, DIRT OR ROCK. DUMP T TARPAULIN.
_	6	SITE DESCRIPTION OWNER/DEVELOPER AS PRIMARY PERMITTEE WILL OVERSEE SITE CONSTRUCTION LOCATED WITHIN THE PROPERTY SITUATED IN LAND LOTS 85 OF THE 3RD DISTRICT, SECTION 4, CATOOSA COUNTY, GEORGIA. THE MAGNITUDE OF THE ENTIRE DEVELOPMENT CONTAINS 3.0 ACRES.		INVENTORY FOR POLLUTION THE FOLLOWING MATERIALS ARE EXPECTE AND LUBRICANTS FOR EQUIPMENT, TAR, ME FIXTURES, PAINTS/STAINS/FINISHING TREAT PESTICIDES, FERTILIZERS, HERBICIDES, CR
к		PROJECT WILL REPLACE SOME EXISTING TENNIS WITH ADDITIONAL PARKING. SOME EXISTING ASPHLAT PARKING WILL BE OVERLAID AND NEW PICKLE BALL COURTS WILL BE DEVELOPED. CONSTRUCTION WILL BEGIN WITH PLACEMENT OF PERIMETER SILT PROTECTION BARRIERS AND CONSTRUCTION ENTRANCES. AFTER THESE EROSION CONTROL BEST MANAGEMENT PRACTICES HAVE BEEN INSTALLED, CLEARING AND GRUBBING OF VEGETATION WILL COMMENCE IN AREAS THAT ARE TO BE DISTURBED. THE SITE WILL THEN BE GRADED AND UTILITIES WILL BE TRENCHED. ONCE BROUGHT TO FINAL GRADE, THE ROADS WILL BE BAVED WHILE ALL OTHER EXPOSED AREAS WILL BE STARILY FOR WILL BE TRENCHED. SUPERVALKS OR STRUCTURES		SPILL PREVENTION PRACTICES SUCH AS GOOD HOUSEKEEPING BE FOLLOWED TO REDUCE THE RISK OF SP
_	<i>(9)</i>	STORM WATER RUNOFF FROM THIS DEVELOPMENT WILL BE DETAINED IN THE TWO DETENTION PONDS AND TWO BIO-RETENTION PONDS FACILITY. DISCHARGED RUNOFF WILL FLOW THROUGH EXISTING DRAINAGE SYSTEM TO THE STREAM RUNNING THROUGH THE SITE		GOOD HOUSEKEEPING 1. QUANTITIES OF PRODUCTS STORED ONS 2. PRODUCTS AND MATERIALS WILL BE STO WHERE POSSIBLE. 3. PRODUCTS WILL BE KEPT IN THEIR ORIG 4. PRODUCT MIXING, DISPOSAL AND DISPOR RECOMMENDATIONS.
		THIS SITE IS ZONED MP. SURVEY INFORMATION	23	5. THE CONTRACTOR WILL INSPECT SUCH N Product Specific Practices PETROLEUM BASED PRODUCTS - CONTAINE FOR AND OTHER THE INCLUSES ON OTHER
J		BOUNDARY INFORMATION: SURVEY BY HOPKINS (EXCLUDE BOUNDARY INFORMATION) TOPOGRAPHIC INFORMATION: SURVEY BY HOPKINS DWG NO. 2022-258-3 NGS MONUMENT: SEE SURVEY	~	CONTAMINATION. DISCHARGE OF OILS, THIS INCLUDES ON-SITE SUCH EQUIPMENT. EQUIPMENT MAINTENAN DRAINAGE INLETS. IN ADDITION, TEMPORAF CONTAMINATION. DISCHARGE OF OILS, FUE A SUITABLE CONTAINER AND DISPOSAL AS
_		VERTICAL: SEE SURVEY TBM: TOP OF FIRE HYDRANT, SEE SURVEY FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER XXXXXXXX, PANEL XXXXXXX, DATED XXXXXXXX SHOWS THE EXISTING LAKE AND SURROUNDING AREA TO BE IN "ZONE ??" (NO BASE FLOOD ELEVATIONS DETERMINED)/(BASE FLOOD ELEVATION = ???).	27	PAINTS/FINISHES/SOLVENTS - ALL PRODUCT PRODUCT WILL NOT BE DISCHARGED TO TH PRODUCTS AND PRODUCT CONTAINERS WI RECOMMENDATIONS. FERTILIZER/HERBICIDES - THESE PRODUCT
Н	45	RUNOFF COEFFICIENT - WEIGHTED PRE DEVELOPMENT CN CURVE NUMBER: 61 SOUTH 88 NORTH - WEIGHTED POST DEVELOPMENT CN CURVE NUMBER: 95	\wedge	BUILDING MATERIALS - NO BUILDING OR CO DISPOSED OF IN PROPER WASTE DISPOSAL
	Å7>	SEE "HYDROLOGY ANALYSIS" DATED 12-28-22 FOR ADDITIONAL INFORMATION. SOIL TYPES THE NRCS SOIL TYPES ARE B AND D	24	Soil Cleanup and Control Practi - LOCAL, STATE AND MANUFACTURER WILL BE MADE AVAILABLE TO SITE PERSON
_		 SOIL DISTURBING ACTIVITIES INCLUDE: INSTALLING A STABILIZED CONSTRUCTION EXIT, PERIMETER AND OTHER EROSION AND SEDIMENT CONTROLS. CLEARING AND GRUBBING. EXCAVATION TO PAVEMENT SUBGRADE GRADING AND EXCAVATION FOR DRAINAGE STRUCTURES PREPARATION FOR FINAL PLANTING AND SEEDING. 		 MATERIAL AND EQUIPMENT NECESSA AND EQUIPMENT INCLUDES, BUT IS NOTE LI AND PROPERLY LABELED PLASTIC AND MET SPILL PREVENTION PRACTICES AND IF FUTURE SPILLS. ALL SPILLS WILL BE CLEANED UP IMM AND FEDERAL REGULATIONS. FOR SPILLS THAT IMPACT SURFACE WILLS
G		- COMPLETION OF ON-SITE STABILIZATION. SEQUENCE OF MAJOR ACTIVITIES: SEE CONSTRUCTION SCHEDULE. NAME OF RECEIVING WATERS		CONTACTED WITHIN 24 HOURS AT 1-800-424 - FOR SPILLS OF AN UNKNOWN AMOUN 1-800-424-8802. FOR SPILLS GREATER THAN 25 GALLONS AN - FOR SPILLS LESS THAN 25 GALLONS A BE CONTACTED AS REQUIRED.
_		CONTROLS EROSION AND SEDIMENT CONTROLS ALL PERIMETER SILT FENCES AND CONSTRUCTION EXITS SHALL BE IN PLACE PRIOR TO ANY LAND DISTURBING ACTIVITIES.		- THE CONTRACTOR SHALL NOTIFY TH PETROLEUM IS STORED ONSITE (THIS INCLU GREATER THAN 660 GALLONS. THE CONTR, PREPARED BY THAT LICENSED PROFESSION
F	(16)	EXISTING VEGETATION SHALL BE LEFT IN PLACE UNTIL SUCH TIME THAT LAND DISTURBING ACTIVITIES ARE TO TAKE PLACE UPON THAT PORTION OF THE SITE. WHEN CONSTRUCTION ACTIVITIES HAVE CEASED IN AN AREA, THAT AREA SHALL BE STABILIZED WITHIN 14 DAYS. IF THE AREA IS NOT YET TO FINAL GRADE, IT SHALL BE MULCHED. IF THE AREA IS TO FINAL GRADE AND WILL EVENTUALLY CONTAIN SITE IMPROVEMENTS SUCH AS THE STRUCTURES OR SIDEWALKS, IT SHALL BE TEMPORARY SEEDED. AREAS BROUGHT TO FINAL GRADE THAT WILL REMAIN PERVIOUS ARE TO BE PERMANENTLY SEEDED. ALLOWABLE EXCEPTIONS FROM THE NPDES GENERAL PERMIT, GAS 10000X, ARE NOTED BELOW.	$\langle 30 \rangle$	INSPECTIONS PRIMARY PERMITTEE. 1). EACH DAY WHEN ANY TYPE OF CONSTRI PROVIDED BY THE PRIMARY PERMITTEE SH
		"WHERE THE INITIATION OF STABILIZATION MEASURES BY THE 14TH DAY AFTER CONSTRUCTION ACTIVITY TEMPORARY OR PERMANENTLY CEASE IS PRECLUDED BY SNOW COVER OR OTHER ADVERSE WEATHER CONDITIONS, STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE."		ARE STORED, USED OR HANDLED FOR SPIL PERMITTEE'S SITE WHERE VEHICLES ENTER RAINFALL ONCE EACH TWENTY-FOUR HOUF TERMINATION IS SUBMITTED. 2).CERTIFIED PERSONNEL (PROVIDED BY TH
_		PLEASE REFER TO DETAIL SHEETS FOR THE LAND DISTURBANCE CONSTRUCTION SCHEDULE AND TEMPORARY AND PERMANENT GRASSING SCHEDULES. STORM WATER FROM NEW PARKING WILL BE ROUTED THROUGH BIORETENTION. RUNOFF FROM PICKLE BALL COURTS THROUGH TWO DETENTION PONDS. BOTH WILL CONNECT TO EXISTING PIPED DRAINAGE SYSTEM AND FLOW TO THE EXISTING RIP-RAP DITCH ON SITE.		WITHIN 24 HOURS OF THE END OF A STORM PERMITTEE'S CONSTRUCTION SITE THAT HA STORAGE OF MATERIALS THAT ARE EXPOSI CONTROL MEASURES. EROSION AND SEDIN SITE SHALL BE OBSERVED TO ENSURE THA ACCESSIBLE, THEY SHALL BE INSPECTED TO SIGNIFICANT IMPACTS TO RECEIVING WATE COMPLY WITH PART IV.D.3.A.(3). THESE INS
E	28 26	NON-STORM WATER DISCHARGES ALL NON-STORM WATER DISCHARGES WILL BE ROUTED THROUGH ON SITE BMPS AND THE STORM WATER MANAGEMENT SYSTEM WHERE POSSIBLE. THESE DISCHARGES INCLUDE FLUSHING OF WATER AND FIRE LINES, IRRIGATION WATER, GROUND WATER, DEWATERING OF PITS OR DEPRESSIONS WITHIN THE CONSTRUCTION SITE AND RINSE OFF WATER OF NON-TOXIC MATERIALS.		3). CERTIFIED PERSONNEL (PROVIDED BY THE PRIM NOTICE OF TERMINATION IS RECEIVED BY EPD) THI EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTAN MEASURES IDENTIFIED IN THE PLAN SHALL BE OBS ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERT WATER(S).
	(18)	OTHER CONTROLS NO WASTE WILL BE DISPOSED OF INTO STORM WATER INLETS OR WATERS OF THE STATE. BUILDING MATERIALS MUST BE PROTECTED FROM PRESCRIPTION TO THE EXTENT POSSIBLE. PROTECTIONS CAN INCLUDED COVERING	5	4). BASED ON THE RESULTS OF EACH INSPECTION, SEDIMENTATION AND POLLUTION CONTROL PLAN INSPECTION. IMPLEMENTATION OF SUCH CHANGE EACH INSPECTION. THE PRIMARY PERMITTEE MUS PRIMARY PERMITTEE OF ANY PLAN DEFICIENCIES.
D	27	STORED MATERIALS WITH PLASTIC OR UNDER ROOF CANOPY AS CONSTRUCTION PROGRESSES. ALSO THE MATERIAL CAN BE STORED ON EXISTING PAVEMENT OR BINDER TO MINIMUM EXPOSURE TO RUNOFF. DO NOT STORE MATERIAL OVER EXISTING OR PROPOSED STORM DRAINAGE INLETS. NO WASTE WILL BE DISPOSED OF INTO STORM WATER INLETS OR WATERS OF THE STATE. Waste Materials		5). A REPORT (I.E. NOT INDIVIDUAL INSPECTION FO INSPECTION, THE DATE(S) OF EACH INSPECTION, M CONTROL PLAN AND ACTIONS TAKEN IN ACCORDA AVAILABLE AT A DESIGNATED ALTERNATE LOCATIC UNDERGONE FINAL STABILIZATION AND A NOTICE WHERE THE REPORT DOES NOT IDENTIFY ANY INCI
		ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER. THE DUMPSTER WILL MEET ALL SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED A MINIMUM OF ONCE PER WEEK OR MORE OFTEN IF NECESSARY AND TRASH WILL BE HAULED AS REQUIRED BY LOCAL REGULATIONS. NO CONSTRUCTION WASTE WILL BE BURIED ONSITE.		COMPLIANCE WITH THE EROSION, SEDIMENTATIO V.G. OF THIS PERMIT.
		ALL PERSONNEL WILL BE INSTRUCTED ON PROPER PROCEDURES FOR WASTE DISPOSAL. A NOTICE STATING THESE PRACTICES WILL BE POSTED AT THE JOBSITE AND THE CONTRACTOR WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED. Hazardous Wastes ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE, AND/OR FEDERAL REGULATIONS		
С		AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOB SITE SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED, WILL INSTRUCT SITE PERSONNEL IN THESE PRACTICES. MATERIAL SAFETY DATA SHEETS (MSDS'S) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOB SITE WILL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. AN MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND/OR USED AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE ESPCP FILE AT THE JOB SITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE A SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT HE/SHE IS USING PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES.		SECONDARY PERMITTEE. (SEE LIST OF PEF 1), EACH DAY WHEN ANY TYPE OF CONSTRI PROVIDED BY THE SECONDARY PERMITTEE PRODUCTS ARE STORED, USED OR HANDLE SECONDARY PERMITTEE'S SITE WHERE VEH MEASURE RAINFALL ONCE EACH TWENTY-F TERMINATION IS SUBMITTED. THIS PARAGE SECONDARY PERMITTEES.
_		THE CONTRACTOR WILL IMPLEMENT THE SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN FOUND WITHIN THIS ESPCP AND WILL TRAIN ALL PERSONNEL IN THE PROPER CLEANUP AND HANDLING OF SPILLED MATERIALS. NO SPILLED HAZARDOUS MATERIALS OR HAZARDOUS WASTES WILL BE ALLOWED TO COME IN CONTACT WITH STORM WATER DISCHARGES. IF SUCH CONTACT OCCURS, THE STORM WATER DISCHARGE WILL BE CONTAINED ON SITE UNTIL APPROPRIATE MEASURES IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS ARE TAKEN TO DISPOSE OF SUCH CONTAMINATED STORM WATER. IT SHALL BE THE RESPONSIBILITY OF THE JOB SITE SUPERINTENDENT TO PROPERLY TRAIN ALL PERSONNEL IN THE USE OF THE SPCC PLAN. Sanitary Wastes		2).CERTIFIED PERSONNEL (PROVIDED BY TH AND WITHIN 24 HOURS OF THE END OF A ST SECONDARY PERMITTEE'S CONSTRUCTION PERMITTEE FOR STORAGE OF MATERIALS T (C) STRUCTURAL CONTROL MEASURES. EF SECONDARY PERMITTEE'S SITE SHALL BE C OR POINTS ARE ACCESSIBLE, THEY SHALL E
В		A MINIMUM OF ONE PORTABLE SANITARY UNIT WILL BE PROVIDED FOR EVERY TEN (10) WORKERS ON THE SITE. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS A MINIMUM OF ONE TIME PER WEEK BY A LICENSED PORTABLE FACILITY PROVIDER IN COMPLETE COMPLIANCE WITH LOCAL AND STATE REGULATIONS.		PREVENTING SIGNIFICANT IMPACTS TO REC PERMITTEE MUST COMPLY WITH PART IV.D. SUBMITTED. THIS PARAGRAPH IS NOT APPL PERMITTEES. 3). CERTIFIED PERSONNEL (PROVIDED BY THE SECC
_		DISCHARGE IS NEGLIGIBLE. ADDITIONAL CONTAINMENT BMP'S MUST BE IMPLEMENTED, SUCH AS GRAVEL BOGS OR SPECIALLY DESIGNED PLASTIC SKID CONTAINERS AROUND THE BASE, TO PREVENT WASTES FROM CONTRIBUTING TO STORM WATER DISCHARGES. THE LOCATION OF SANITARY WASTE UNITS MUST BE IDENTIFIED ON THE EROSION CONTROL PLAN GRADING PHASE, SHEET C-XXX, BY THE CONTRACTOR ONCE THE LOCATIONS HAVE BEEN DETERMINED.		NOTICE OF TERMINATION IS RECEIVED BY EPD) THI EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTAN MEASURES IDENTIFIED IN THE PLAN SHALL BE OBS ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERT WATER(S). THIS PARAGRAPH IS NOT APPLICA
		SANITARY SEWER WILL BE PROVIDED BY MUNICIPAL AUTHORITY/SEPTIC SYSTEM AT THE COMPLETION OF THIS PROJECT.		
A				

EN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENT. SEE SHEET C-XX AND C-XX DETAILS. THE PAVED STREET ADJACENT TO THE SITE EXIT WILL BE INSPECTED DAILY FOR TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A

N PREVENTION PLAN

ED ONSITE DURING CONSTRUCTION: CONCRETE PRODUCTS, ASPHALT, PETROLEUM BASED FUELS IETAL BUILDING MATERIALS, LUMBER, SHEET ROCK, FLOOR COVERINGS, ELECTRICAL WIRE AND ITMENTS, PAINTS, PAINT SOLVENTS, ADDITIVES FOR SOIL STABILIZATION, CLEANING SOLVENTS, RUSHED STONE, PLASTIC AND METAL PIPES.

NG, PROPER HANDLING OF HAZARDOUS PRODUCTS AND PROPER SPILL CONTROL PRACTICES WILL PILLS AND SPILLS FROM DISCHARGING INTO STORM WATER RUNOFF.

NSITE WILL BE LIMITED TO THE AMOUNT NEEDED FOR THE JOB. FORED IN A NEAT, ORDERLY MANNER IN APPROPRIATE CONTAINERS PROTECTED FROM RAINFALL,

GINAL CONTAINERS WITH MANUFACTURER LABELS LEGIBLE AND VISIBLE. OSAL OF PRODUCT CONTAINERS WILL BE ACCORDING TO THE MANUFACTURER'S

MATERIALS TO ENSURE PROPER USE, STORAGE AND DISPOSAL.

NERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS AND TARS WILL BE INSPECTED DAILY FOR TE VEHICLE AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF ANCE AREAS WILL BE LOCATED AWAY FROM STATE WATER, NATURAL DRAINS AND STORM WATER ARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LINER TO PREVENT/MINIMIZE SITE JELS AND LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN S REQUIRED BY LOCAL AND STATE REGULATIONS.

CTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE VILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND

TS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR E CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION AND SEDIMENT CONTROL IN RIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.

CONSTRUCTION MATERIALS WILL BE BURIED OR DISPOSED OF ONSITE. ALL SUCH MATERIAL WILL BE AL PROCEDURES. S WILL WASH OUT AT THE DESIGNATED AREA NEAR THE CONSTRUCTION ENTRANCE/EXIT.

tices

R'S RECOMMENDED METHODS FOR SPILL CLEANUP WILL BE CLEARLY POSTED AND PROCEDURES NNEL. SARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREAS. TYPICAL MATERIALS LIMITED TO: BROOMS, DUSTPANS, MOPS, RAGS, GLOVES, GOGGLES, CAT LITTER, SAND, SAWDUST STAL WASTE CONTAINERS. PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO PREVENT MEDIATELY UPON DISCOVERY. ALL SPILLS WILL BE REPORTED AS REQUIRED BY LOCAL, STATE WATER (LEAVE A SHEEN ON SURFACE WATER). THE NATIONAL RESPONSE CENTER (NRC) WILL BE

:4-8802. INT, THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT IND NO SURFACE WATER IMPACTS, *THE GEORGIA EPD WILL BE CONTACTED WITHIN 24 HOURS.* IS AND NO SURFACE WATER IMPACTS, THE SPILL WILL BE CLEANED UP AND LOCAL AGENCIES WILL

HE LICENSED PROFESSIONAL WHO PREPARED THIS PLAN IF MORE THAN 1320 GALLONS OF LUDES CAPACITIES OF EQUIPMENT) OR IF ANY ONE PIECE OF EQUIPMENT HAS A CAPACITY RACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND COUNTERMEASURES PLAN DNAL.

RUCTION ACTIVITY HAS TAKEN PLACE AT A PRIMARY PERMITTEE'S SITE., CERTIFIED PERSONNEL HALL INSPECT: (A) ALL AREAS AT THE PRIMARY PERMITTEE'S SITE WHERE PETROLEUM PRODUCTS LLS AND LEAKS FROM VEHICLES AND EQUIPMENT; (B) ALL LOCATIONS AT THE PRIMARY CR OR EXIT THE SITE FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING: AND (C) MEASURE IR PERIOD AT THE SITE. THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF

HE PRIMARY PERMITTEE) SHALL INSPECT AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS AND M THAT IS 0.5 INCHES OR GREATER THE FOLLOWING: (A) DISTURBED AREAS OF THE PRIMARY VAVE NOT UNDERGONE FINAL STABILIZATION: (B) AREAS USED BY THE PRIMARY PERMITTEE FOR SED TO PRECIPITATION THAT HAVE NOT UNDERGONE FINAL STABILIZATION : AND (C) STRUCTURAL MENT CONTROL MEASURES IDENTIFIED IN THE PLAN APPLICABLE TO THE PRIMARY PERMITTEE'S AT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE FO ASCERTAIN WHERE EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING ER(S). FOR AREAS OF A SITE THAT HAVE UNDERGONE FINAL STABILIZATION, THE PERMITTEE MUST SPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS SUBMITTED.

HE AREAS OF THE SITE THAT HAVE UNDERGONE FINAL STABILIZATION. THESE AREAS SHALL BE INSPECTED FOR NTS ENTERING THE DRAINAGE SYSTEM AND THE RECEIVING WATER(S). EROSION AND SEDIMENT CONTROL SERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE RTAIN WHERE EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING

I, THE SITE DESCRIPTION AND THE POLLUTION PREVENTION AND CONTROL MEASURES IDENTIFIED IN THE EROSION, N, THE PLAN SHALL BE REVISED AS APPROPRIATE NOT LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING EACH SES SHALL BE MADE AS SOON AS PRACTICAL BUT IN NO CASE LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING IST AMEND THE PLAN IN ACCORDANCE WITH PART IV.D.3.B(4). WHEN A SECONDARY PERMITTEE NOTIFIES THE

ORMS) SUMMARIZING THE SCOPE OF EACH INSPECTION AND THE NAME(S) OF PERSONNEL MAKING EACH MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE EROSION, SEDIMENTATION AND POLLUTION ANCE WITH PART V.A.S.A.(4) OF THE PERMIT SHALL BE MADE AND RETAINED AT THE SITE OR BE READILY ON UNTIL THE ENTIRE SITE OF THAT PORTION OF A CONSTRUCTION PROJECT THAT HAS BEEN PHASED HAS IS OF TERMINATION IS SUBMITTED TO EPD. SUCH REPORTS SHALL IDENTIFY ANY INCIDENTS OF NONCOMPLIANCE. IDENTS OF NON-COMPLIANCE, THE REPORT SHALL CONTAIN A CERTIFICATION THAT THE FACILITY IS IN ON AND POLLUTION CONTROL PLAN AND THIS PERMIT. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH PART

RMITTEES THIS SHEET)

RUCTION ACTIVITY HAS TAKEN PLACE AT A SECONDARY PERMITTEE'S SITE., CERTIFIED PERSONNEL E SHALL INSPECT: (A) ALL AREAS AT THE SECONDARY PERMITTEE'S SITE WHERE PETROLEUM ED FOR SPILLS AND LEAKS FROM VEHICLES AND EQUIPMENT; (B) ALL LOCATIONS AT THE EHICLES ENTER OR EXIT THE SITE FOR EVIDENCE OF OFF-SITE SEDIMENT TRACKING: AND (C) FOUR HOUR PERIOD AT THE SITE. THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF IRAPH IS NOT APPLICABLE TO UTILITY COMPANIES AND UTILITY CONTRACTORS IF THEY ARE

THE SECONDARY PERMITTEE) SHALL INSPECT AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS STORM THAT IS 0.5 INCHES OR GREATER THE FOLLOWING: (A) DISTURBED AREAS OF THE IN SITE THAT HAVE NOT UNDERGONE FINAL STABILIZATION: (B) AREAS USED BY THE SECONDARY THAT ARE EXPOSED TO PRECIPITATION THAT HAVE NOT UNDERGONE FINAL STABILIZATION : AND EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN APPLICABLE TO THE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS BE INSPECTED TO ASCERTAIN WHERE EROSION CONTROL MEASURES ARE EFFECTIVE IN ECEIVING WATER(S). FOR AREAS OF A SITE THAT HAVE UNDERGONE FINAL STABILIZATION, THE D.3.A.(3). THESE INSPECTIONS MUST BE CONDUCTED UNTIL A NOTICE OF TERMINATION IS PLICABLE TO UTILITY COMPANIES AND UTILITY CONTRACTORS IF THEY ARE SECONDARY

ONDARY PERMITTEE) SHALL INSPECT AT LEAST ONCE PER MONTH DURING THE TERM OF THIS PERMIT (I.E. UNTIL A IE AREAS OF THE SITE THAT HAVE UNDERGONE FINAL STABILIZATION. THESE AREAS SHALL BE INSPECTED FOR ITS ENTERING THE DRAINAGE SYSTEM AND THE RECEIVING WATER(S). EROSION AND SEDIMENT CONTROL SERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ITAIN WHERE EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING ABLE TO UTILITY COMPANIES AND UTILITY CONTRACTORS IF THEY ARE SECONDARY PERMITTEES. 4). BASED ON THE RESULTS OF EACH INSPECTION, THE SECONDARY PERMITTEE MUST NOTIFY THE PRIMARY PERMITTEE WITHIN 24 HOURS OF ANY SUSPECTED BMP DESIGN DEFICIENCIES. THE PRIMARY PERMITTEE MUST EVALUATE WHETHER THESE DEFICIENCIES EXIST WITHIN 48 HOURS OF SUCH NOTICE, AND IF THESE DEFICIENCIES ARE FOUND TO EXIST MUST AMEND THE PLAN IN ACCORDANCE WITH PART IV.C. OF THIS PERMIT TO ADDRESS THOSE DEFICIENT BMPS WITHIN SEVEN (7) DAYS OF BEING NOTIFIED BY THE SECONDARY PERMITTEE. WHEN THE PLAN IS AMENDED, THE PRIMARY PERMITTEE MUST NOTIFY AND PROVIDE A COPY OF THE AMENDMENT TO ALL AFFECTED SECONDARY PERMITTEE(S) WITHIN THIS SEVEN (7) DAY PERIOD. THE SECONDARY PERMITTEES MUST IMPLEMENT ANY NEW PLAN REQUIREMENTS AFFECTING THEIR SITE(S) WITHIN 48 HOURS OF NOTIFICATION BY THE PRIMARY PERMITTEE.

5). A REPORT (I.E. NOT INDIVIDUAL INSPECTION FORMS) SUMMARIZING THE SCOPE OF EACH INSPECTION AND THE NAME(S) OF PERSONNEL MAKING EACH INSPECTION, THE DATE(S) OF EACH INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN AND ACTIONS TAKEN IN ACCORDANCE WITH PART V.A.5.A.(4) OF THE PERMIT SHALL BE MADE AND RETAINED AT THE SITE OR BE READILY AVAILABLE AT A DESIGNATED ALTERNATE LOCATION UNTIL THE ENTIRE SITE OF THAT PORTION OF A CONSTRUCTION PROJECT THAT HAS BEEN PHASED HAS UNDERGONE FINAL STABILIZATION AND A NOTICE OF TERMINATION IS SUBMITTED TO EPD. SUCH REPORTS SHALL IDENTIFY ANY INCIDENTS OF NONCOMPLIANCE. WHERE THE REPORT DOES NOT IDENTIFY ANY INCIDENTS OF NON-COMPLIANCE, THE REPORT SHALL CONTAIN A CERTIFICATION THAT THE FACILITY IS IN COMPLIANCE WITH THE EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN AND THIS PERMIT. THE REPORT SHALL BE SIGNED IN ACCORDANCE WITH PART V.G. OF THIS PERMIT. THIS PARAGRAPH IS NOT APPLICABLE TO UTILITY COMPANIES AND UTILITY CONTRACTORS IF THEY ARE SECONDARY PERMITTEES.

	ATTN:Owner Company Address Address Phone	AtGA:	Inspector Company Address Address Phone				
	MAINTENANCE & INSPECTION OF EROSION & SEDI	MENT CONTROL	LS				
	MAINTENANCE						
\rangle	THE FOLLOWING BEST MANAGEMENT PRACTICE M LATEST EDITION.	IAINTENANCE C	RITERIA ARE TAKEN FROM THE "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA				
	CONSTRUCTION EXITS SHALL BE MAINTAINED IN A REQUIRE PERIODIC TOP DRESSING WITH 1.5 - 3.5 IN SEDIMENT. ALL MATERIALS SPILLED, DROPPED, W/ IMMEDIATELY.	CONDITION TH. NCHES OF STON ASHED, OR TRAI	IAT WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY IE, AS CONDITIONS DEMAND, AND REPAIR AND/OR CLEANOUT OF ANY STRUCTURES TO TRAP CKED, FROM VEHICLES OR SITE ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED				
	RETROFIT STRUCTURES SHALL BE KEPT CLEAR OF TH SEDIMENT REMOVAL WHEN ONE-THIRD OF THE SE	RASH AND DEBF DIMENT STORA	RIS. THIS WILL REQUIRE CONTINUOUS MONITORING AND MAINTENANCE, WHICH INCLUDES AGE CAPACITY HAS BEEN LOST.				
	SEDIMENT SHALL BE REMOVED FROM SILT FENCES REPLACED WHEREVER IT HAS DETERIORATED TO SU	ONCE IT HAS A JCH AN EXTENT	CCUMULATED TO ONE-HALF THE ORIGINAL HEIGHT OF THE BARRIER. FILTER FABRIC SHALL BE T THAT THE EFFECTIVENESS OF THE FABRIC IS REDUCED (APPROXIMATELY SIX MONTHS).				
	SEDIMENT SHALL BE REMOVED FROM SEDIMENT TRAPS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE HEIGHT OF THE TRAP. SEDIMENT SHALL BE REMOVED FROM CURB INLET PROTECTION IMMEDIATELY. FOR EXCAVATED INLET SEDIMENT TRAPS, SEDIMENT SHALL BE REMOVED WHEN ONE-HALF OF THE SEDIMENT STORAGE CAPACITY HAS BEEN LOST TO SEDIMENT ACCUMULATION.						
	SEDIMENT SHALL NOT BE WASHED INTO THE INLET ENTER THE INLET, AGAIN.	. IT SHALL BE R	REMOVED FROM THE SEDIMENT TRAP AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT				
	WHEN THE CONTRIBUTING DRAINAGE AREA HAS B OR DISPOSED OF PROPERLY. THE DISTURBED AREA DISTURBED AREAS AROUND THE INLET.	EEN PERMANEN SHALL BE BRO	NTLY STABILIZED, ALL MATERIALS AND ANY SEDIMENT SHALL BE REMOVED, AND EITHER SALVA PUGHT TO PROPER GRADE, THEN SMOOTHED AND COMPACTED. APPROPRIATELY STABILIZE ALL				
	REPAIR ALL DAMAGES CAUSED TO TEMPORARY SEE DAY. SEDIMENT SHALL BE REMOVED FROM THE BA ADJACENT STREAMS OR DRAINAGE WAYS DURING EMBANKMENT, ADJACENT TO A STREAM OR FLOOI	DIMENT BASINS ASIN WHEN IT R SEDIMENT REM DPLAIN.	S BY SOIL EROSION OR CONSTRUCTION EQUIPMENT AT OR BEFORE THE END OF EACH WORKING REACHES THE SPECIFIED DISTANCE BELOW THE TOP OF THE RISER. SEDIMENT SHALL NOT ENTER MOVAL OR DISPOSAL. THE SEDIMENT SHALL NOT BE DEPOSITED DOWNSTREAM FROM THE				

INSPECT RIPRAP OUTLET STRUCTURES AFTER HEAVY RAINS TO SEE IN ANY EROSION AROUND OR BELOW THE RIPRAP HAS TAKEN PLACES OR IF STONES HAVE BEEN DISLODGED. IMMEDIATELY MAKE ALL NEEDED REPAIRS TO PREVENT FURTHER DAMAGE. ROUGHENED AREAS SHALL BE SEEDED AND MULCHED AS SOON AS POSSIBLE TO OBTAIN OPTIMUM SEED GERMINATION AND SEEDING GROWTH.

MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 14 DAYS OF DISTURBANCE. MULCH CAN BE USED AS A SINGULAR EROSION CONTROL DEVICE FOR UP TO SIX MONTHS, BUT IT SHALL BE APPLIED AT THE APPROPRIATE DEPTH, DEPENDING ON THE MATERIAL USED, ANCHORED, AND HAVE A CONTINUOUS 90% COVER OR GREATER OF THE SOIL SURFACE. MAINTENANCE SHALL BE REQUIRED TO MAINTAIN APPROPRIATE DEPTH AND 90% COVER. TEMPORARY VEGETATION MAY BE EMPLOYED INSTEAD OF MULCH IF THE AREA WILL REMAIN UNDISTURBED FOR LESS THAN SIX MONTHS. IF AN AREA WILL REMAIN UNDISTURBED FOR GREATER THAN SIX MONTHS, PERMANENT VEGETATIVE TECHNIQUES SHALL BE EMPLOYED.

PERMANENT VEGETATION SHALL BE APPLIED IMMEDIATELY TO ROUGH GRADED AREAS THAT WILL BE UNDISTURBED FOR LONGER THAN SIX MONTHS. THIS PRACTICE OR SODDING SHALL BE APPLIED IMMEDIATELY TO ALL AREAS AT FINAL GRADE. FINAL STABILIZATION MEANS THAT ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED, AND THAT FOR UNPAVED AREAS AND AREAS NOT COVERED BY PERMANENT STRUCTURES, AT LEAST 70% OF THE SOIL SURFACE IS UNIFORMLY COVERED IN PERMANENT VEGETATION OR EQUIVALENT PERMANENT STABILIZATION MEASURES (SUCH AS THE USE OF RIP RAP, GABIONS, PERMANENT MULCHES OR GEOTEXTILES) HAVE BEEN EMPLOYED. PERMANENT VEGETATION SHALL CONSIST OF: PLANTED TREES, SHRUBS, PERENNIAL VINES: A CROP OF PERENNIAL VEGETATION APPRIATE FOR THE REGION, SUCH THAT WITHIN THE GROWING SEASON A 70% COVERAGE BY PERENNIAL VEGETATION SHALL BE ACHIEVED. FINAL STABILIZATION APPLIES TO EACH PHASE OF CONSTRUCTION. UNTIL THIS STANDARD IS SATISFIED AND PERMANENT CONTROL MEASURES AND FACILITIES ARE OPERATION, INTERIM STABILIZATION MEASURES AND TEMPORARY EROSION AND SEDIMENTATION CONTROL MEASURES SHALL NOT BE REMOVED.

TOPOGRAPHIC MAP

1	1 2 3 4	5 6 7
	EROSION CONTROL AND TREE PROTECTION MEASURES SHALL BE	GRADING PHASE EROSION CONTROL NOTES:
I	MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.	THE FOLLOWING EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING THE PRELIMINARY GRADING PHASE OF CONSTRUCTION. DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL GROUND COVER IS EXPOSED ONLY IN SMALL QUANTITIES AND THEREFORE LIMITED DURATIONS, BEFORE PERMANENT EROSION PROTECTION IS ESTABLISHED. NOTE SUB PHASES
L	"THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY	SHOWN ON PLANS. EARTHWORK OPERATIONS IN THE VICINITY OF STREAM BUFFERS SHALL BE CAREFULLY CONTROLLED TO AVOID DUMPING OR SLOUGHING INTO BUFFER AREAS.
	AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES."	SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT THAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN. EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH FROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES.
	"EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES IF	DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSIONAL IMMEDIATELY. THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY BARRICADES WHILE ROADWAY FRONTAGE IMPROVEMENTS ARE BEING MADE.
к	FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL	SILT FENCE SHOULD BE INSTALLED AT THE TOE OF ALL FILL SLOPES 10 FEET OR GREATER IN HEIGHT. THE SILT FENCE SHOULD BE PLACED IN ACCORDANCE WITH THE MANUAL FOR EROSION CONTROL IN GEORGIA, TABLE 6-20.2. THE SILT FENCE SHALL BE MAINTAINED UNTIL THE PERMANENT GROUND COVER IS ESTABLISHED ON THE SLOPE. SILT SHALL BE REMOVED WHEN ACCUMULATION REACHES ½ HEIGHT OF THE BARRIER. ADDITIONALLY, DIVERSION DIKES SHALL BE CONSTRUCTED ALONG THE TOF OF ALL SAID FILL SLOPES WITH THE USE OF TEMPORARY DOWN DRAINS TO CONTROL STORM WATER RUN OFF AS SHOWN ON THE PLANS. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION.
	OR TREAT THE SEDIMENT SOURCE."	THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING BARRIERS AT THE TOE OF THE SLOPES UNDER CONSTRUCTION. THESE BARRIERS SHALL BE AS SHOWN IN THE PLANS. THESE BARRIERS MAY BE RELOCATED AND REUSED AFTER PERMANENT SLOPE STABILIZATION BECOMES FULLY ESTABLISHED. AS THEY ARE RELOCATED, ANY DEFECTIVE MATERIALS IN THE BARRIER SHALL BE REPLACED. IN ADDITION, ALL DEBRIS AND SILT AT THE PREVIOUS LOCATION SHALL BE REMOVED. CUT AND FILL SLOPES ARE NOT TO EXCEED "3H:1V".
_	(2) "ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD OF GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING."	THE FOLLOWING EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING THE PRELIMINARY GRADING PHASE OF CONSTRUCTION. TYPE "A" SILT FENCE SHALL BE PLACED AT THE TOE OF ALL DIRT STOCK PILE AREAS. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION. INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL STORM STRUCTURES AS THEY ARE CONSTRUCTED. SEE PLAN VIEW FOR SPECIFIC TYPE AND
	<u>CLEARING PHASE</u> EROSION CONTROL NOTES:	SEPARATE DETAILS FOR ADDITIONAL INFORMATION ON TYPE OF INLET PROTECTION SPECIFIED. STORM DRAIN OUTLET PROTECTION SHALL BE PLACED AT ALL OUTLET HEADWALLS AS SOON AS THE HEADWALL IS CONSTRUCTED. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION.
J	PRIOR TO THE LAND DISTURBING CONSTRUCTION, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR.	STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOWS AS SHOWN ON THE PLAN. SEE SEPARATE DETAIL FOR ADDITIONAL INFORMATION.
	THE CONTRACTOR SHALL OBSERVE THE PROJECT SEQUENCE SHOWN ON THE PLANS. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO INSURE THAT LAND STRIPPED OF ITS NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES.	ALL GRADED AREAS SHALL BE APPLIED WITH VEGETATIVE COVER AS SOON AS FINAL GRADE IS ACHIEVED.
	THE OWNER AGREES TO PROVIDE AND MAINTAIN OFF-STREET PARKING ON THE SUBJECT PROPERTY DURING THE ENTIRE CONSTRUCTION PERIOD.	MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE.
	AREAS. A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE AT ALL TIMES.	ALL DISTURBED AREAS LEFT MULCHED AFTER 30 DAYS SHALL BE STABILIZED WITH TEMPORARY GRASSING.
_	THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO, OR	CONTRACTOR SHALL MAINTAIN THE SEDIMENT POND UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE PONDS WHEN IT ACHIEVES 1/3 DEPTH OF THE BASIN. SEE SEPARATE DETAILS FOR ADDITIONAL INFORMATION.
	PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE AND ALL STREAM BUFFERS SHALL BE CLEARLY AND ACCURATELY	SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.
	DEMARCATED WITH STAKES, RIBBONS OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.	THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1-3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.
н	PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY.	CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE STILL FUNCTIONING PROPERLY.
	THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY.	20 EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MUST BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCES AS DIRECTED BY THE ON
	1. THE CONSTRUCTION EXIT, CONSISTING OF A MINIMUM PAD SIZE OF 20 FEET BY 50 FEET WITH A MINIMUM OF 6" THICK STONE SHALL BE PLACED AS SHOWN ON THE PLAN. THE STONE SIZE SHOULD CONSIST OF COURSE AGGREGATE BETWEEN 1-1/2" & 3-1/2" IN DIAMETER AND OVERLAID ON A GEOTEXTILE UNDERLINER. THE CEOTEXTLE UNDERLINED SHALL MEET THE DECLIDEMENTS OF AACHTO M29.06 SECTION 7.3 SEPARATION DECLIDEMENTS.	SITE INSPECTOR OR THE CIVIL ENGINEER.
	2. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCE/EXITS, ALL PERIMETER EROSION CONTROL AND STORM WATER MANAGEMENT DEVICES	MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.
_	SHALL BE INSTALLED AS SHOWN ON THE CLEAHING PHASE EROSION CONTROL PLAN.	DUE TO ANY CONSTRUCTION ACTIVITY BY OTHERS.
	ACCORDANCE WITH THE MANUAL FOR EROSION CONTROL IN GEORGIA, TABLE 6-20.2 THE SILT FENCE SHOULD BE KEPT ERECT AT ALL TIMES AND REPAIRED WHEN REQUESTED BY THE SITE INSPECTOR OR THE PROJECT DESIGN PROFESSIONAL OF RECORD. SILT SHOULD BE REMOVED WHEN ACCUMULATION REACHES ½ HEIGHT OF THE BARRIER. THE PERIMETER SILT FENCE SHOULD BE INSPECTED DAILY FOR ANY FAILURES. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.	ALL SAMPLING SHALL BE COLLECTED BY "GRAB SAMPLES" AND THE ANALYSIS OF THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40 CFR PART 136 (UNLESS OTHER TEST PROCEDURES HAVE BEEN APPROVED). THE GUIDANCE DOCUMENT TITLED "NPDES STORMWATER SAMPLING GUIDANCE DOCUMENT, EPA 833-8-92-001" AND GUIDANCE DOCUMENTS THAT MAY BE PREPARED BY THE EPD.
C	4. INLET SEDIMENT PROTECTION MEASURES SHALL BE INSTALLED ON ALL EXISTING STORM STRUCTURES AS SHOWN ON THE PLAN. SEE SEPARATE DETAILS FOR SPECIFICS ON TYPE OF INLET PROTECTION SPECIFIED.	STORM WATER IS TO BE SAMPLED FOR NEPHELOMETRIC TURBIDITY UNITS (NTU) AT THE OUTFALL LOCATIONS. THERE WILL BE XXX STORM WATER SAMPLING LOCATIONS. THE
G	5. STONE CHECK DAMS SHALL BE INSTALLED IN AREAS OF CONCENTRATED FLOWS AS SHOWN ON THE PLAN.	PRIMARY PERMITTEE MUST COMPLETE ALL SAMPLING. A DISCHARGE OF STORM WATER RUNOFF FROM DISTURBED AREA WHERE BEST MANAGEMENT PRACTICES HAVE NOT BEEN PROPERLY DESIGNED, INSTALLED, AND MAINTAINED SHALL CONSTITUTE A SEPARATE VIOLATION FOR EACH DAY ON WHICH SUCH CONDITION RESULTS IN THE TURBIDITY OF THE DISCHARGE EXCEEDING 50, THE VALUE THAT WAS SELECTED FROM APPENDIX B IN PERMIT NO. GAR 100001. THE NTU IS BASED UPON THE DISTURBED ACREAGE OF XX.XX ACRES FO
	INSTALLED. THE TREE PROTECTION FENCING SHOULD BE INSPECTED DAILY. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.	THE PROJECT SITE, THE SURFACE WATER DRAINAGE AREA OF XX SQUARE MILES, AND RECEIVING WATER WHICH SUPPORTS WARM WATER FISHERIES.
	PROFESSIONAL NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT DESIGN PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST	1. SAMPLE CONTAINERS SHOULD BE LABELED PRIOR TO COLLECTING THE SAMPLES.
_	AFTER APPROVAL OF THE INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CLEARING AND GRUBBING ACTIVITIES. AS CLEARING	JARS SHOULD BE CLEANSED THOROUGHLY TO AVOID CONTAMINATION.
	PERMISTIFE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT PONDS AND DIVERSION DIKES AS SHOWN ON THE CLEARING PHASE PLAN TO CONTROL EROSION AND STORM WATER RUN OFF.	4. SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY CONTAINER.
	THE CONTRACTOR CAN UTILIZE CLEARED TREES AS BARRIER BRUSH SEDIMENT CONTROL IN AREAS SHOWN ON PLAN WHERE INITIAL GRADING ACTIVITIES WILL NOT OCCUR.	5. MANUAL, AUTOMATIC OR RISING STAGE SAMPLING MAY BE UTILIZED. SAMPLES REQUIRED BY THIS PERMIT SHOULD BE ANALYZED IMMEDIATELY, BUT IN NO CASE LATER THAN 48 HOURS AFTER COLLECTION. HOWEVER, SAMPLES FROM AUTOMATIC SAMPLERS MUST BE COLLECTED NO LATER THAN THE NEXT BUSINESS DAY
F	NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE WITHOUT WRITTEN PERMISSION BY THE OWNER AND/OR THE ENGINEER OF RECORD.	AFTER THEIR ACCUMULATION, UNLESS FLOW THROUGH AUTOMATED ANALYSIS IS UTILIZED. 6. IF MANUAL SAMPLING IS EMPLOYED, THE SAMPLING CONTAINER SHOULD BE HELD SO THAT THE OPENING FACES UPSTREAM, THE SAMPLES SHOULD BE KEPT FRE
	INSTALLATION AND SEDIMENT PONDS ARE CONSTRUCTED AS SHOWN ON THE CLEARING PHASE EROSION CONTROL PLAN.	FROM FLOATING DEBRIS, AND CARE SHOULD BE TAKEN TO AVOID STIRRING THE BOTTOM SEDIMENTS IN THE RECEIVING WATER(S) OR IN THE OUTFALL STORMWATER CHANNEL.
	STANDARD SPECIFICATIONS 1983 EDITION.	7. THE UPSTREAM SAMPLE FOR EACH RECEIVING WATER(S) MUST BE TAKEN AT THE DISCHARGE FARTHEST UPSTREAM AT THE SITE BUT DOWNSTREAM OF ANY OTHER STORMWATER DISCHARGES NOT ASSOCIATED WITH THE PERMITTED ACTIVITY. WHERE APPROPRIATE, SEVERAL UPSTREAM SAMPLES FROM ACROSS THE RECEIVING WATER(S) MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE OF THE TURBIDITY OF THESE SAMPLES USED FOR THE UPSTREAM TURBIDITY VALU
	STANDARD SPECIFICATIONS, FOR ROADS AND BRIDGES. MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE.	8. THE DOWNSTREAM SAMPLE FOR EACH RECEIVING WATER(S) MUST BE TAKEN AT THE DISCHARGE FARTHEST DOWNSTREAM AT THE SITE BUT UPSTREAM OF ANY OTHER STORMWATER DISCHARGE NOT ASSOCIATED WITH THE PERMITTED ACTIVITY. WHERE APPROPRIATE, SEVERAL DOWNSTREAM SAMPLES FROM ACROSS TH
_	ALL DISTURBED AREAS LEFT MULCHED AFTER 30 DAYS SHALL BE STABILIZED WITH TEMPORARY VEGETATION.	RECEIVING WATER(S) MAY NEED TO BE TAKEN AND THE ARITHMETIC AVERAGE OF THE TURBIDITY OF THESE SAMPLES USED FOR THE DOWNSTREAM TURBIDITY VALUE.
	SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.	10.DILUTION OF SAMPLES IS NOT REQUIRED.
	THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1-3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.	11.SAMPLES MAY BE ANALYZED USING A DIRECT READING, PROPERLY CALIBRATED TURBIDIMETER.
Е	CONTRACTOR SHALL INSPECT CONTROL MEASURES AT END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.	12. SAMPLES ARE NOT REQUIRED TO BE COOLED. 13. SAMPLING AND ANALYSIS OF THE RECEIVING WATER(S) OR OUTFALLS BEYOND THE MINIMUM FREQUENCY STATED IN THE PERMIT MUST BE REPORTED TO EPD AS
	EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ON SITE INSPECTOR OR THE CIVIL ENGINEER.	14. TURBIDITY RESULTS WHICH EXCEED 1000 NTU SHALL BE REPORTED AS "EXCEEDS 1000 NTU."
	FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED RACK TO THE APPROVED EROSION CONTROL PLANS	SAMPLING FREQUENCY PART IV.D.5d
_	THE SITE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES INCLUDING REPLACING OR REPAIRING ANY DAMAGED DEVICES	 SAMPLING FREQUENCY SHALL OCCUR IN ACCORDANCE WITH PART IV.D.5.d OF THE PERMIT. FOR A QUALIFYING EVENT, SAMPLES MUST BE TAKEN WITHIN FORTY-FIVE (45) MINUTES OF:
		A. THE ACCUMULATION OF THE MINIMUM AMOUNT OF RAINFALL FOR THE QUALIFYING EVENT, IF THE STORMWATER DISCHARGE TO A MONITORED RECEIVING WATER OR FROM A MONITORED OUTFALL HAS BEGUN PRIOR TO THE ACCUMULATION.
	DEVELOPMENT REFERENCE:	B. THE BEGINNING OF ANY STORMWATER DISCHARGE TO A MONITORED RECEIVING WATER OR FROM A MONITORED OUTFALL, IF THE DISCHARGE BEGINS AFTE THE ACCUMULATION OF THE MINIMUM AMOUNT OF RAINFALL FOR THE QUALIFYING EVENT.
	DESIGN PROFESSIONAL: MARCH ADAMS & ASSOCIATES, INC. 310 DODDS AVENUE P.O. BOX 3890	C. WHERE MANUAL AND AUTOMATIC SAMPLING ARE NOT IMPOSSIBLE (AS DEFINED IN THE PERMIT), OR ARE BEYOND THE PERMITTEE'S CONTROL, THE PERMITTEE SHALL TAKE SAMPLES AS SOON AS POSSIBLE. BUT IN NO CASE MORE THAN TWEI VE (12) HOURS AFTER THE REGINNING OF THE STORMWATED
D	CHATTANOOGA, TENNESSEE 37404 PHONE: (423) 698-6675	DISCHARGE.
		CONSTRUCTION ACTIVITY IS BEING CONDUCTED BY THE PRIMARY PERMITTEE.
	CRITICAL WORK ZONE EROSION CONTROL NOTES:	A. THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH AND ALLOWS FOR MONITORING DURING NORMAL BUSINESS HOURS (MONDAY THROUGH FRIDA 8:00 AM TO 5:00 AM AND SATURDAY, 8:00 AM TO 5:00 PM WHEN CONSTRUCTION ACTIVITY IS BEING CONDUCTED BY THE PRIMARY PERMITTEE) THAT OCCURS
_	SHADED AREAS SHOWN ON GRADING PHASE EROSION CONTROL PLANS REPRESENT CRITICAL WORK ZONES. AT THE END OF EACH WORK DAY ALL SLOPES 2:1 OR STEEPER AND HIGHER THAN 5 FEFT SHALL RECEIVE SURFACE ROUGHENING. POLYMERS, AND FROSION CONTROL MATTING.	AFTER ALL CLEARING AND GRUBBING OPERATIONS HAVE BEEN COMPLETED IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE REPRESENTATIVE SAMPLING LOCATION.
	ADDITIONALLY, ALL FILL SLOPES SHALL RECEIVE A DIVERSION DIKE AND TEMPORARY DOWN DRAINS ALONG THE TOP OF THE SLOPE AND RECONSTRUCTED EACH DAY AS THE SLOPE INCREASES IN HEIGHT.	B. THE FIRST RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH AND ALLOWS FOR MONITORING DURING NORMAL BUSINESS HOURS THAT OCCURS EITHER 90 DAYS AFTER THE FIRST SAMPLING EVENT OR AFTER ALL MASS GRADING OPERATIONS HAVE BEEN COMPLETED IN THE DRAINAGE AREA OF THE LOCATION SELECTED AS THE REPRESENTATIVE SAMPLING LOCATION.
	FINAL PHASE EROSION CONTROL NOTES:	4. IF BMP'S IN ANY AREA OF THE SITE THAT DISCHARGES TO A RECEIVING STREAM ARE NOT PROPERLY DESIGNED, INSTALLED AND MAINTAINED, CORRECTIVE ACTION SHALL BE DEFINED AND IMPLEMENTED WITHIN 2 BUSINESS DAYS, AND TURBIDITY SAMPLES SHALL BE TAKEN FROM DISCHARGES FROM THAT AREA OF THE SITE FOR
С	THE FOLLOWING EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING THE FINAL EROSION CONTROL PHASE OF CONSTRUCTION:	EACH SUBSEQUENT RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH DURING NORMAL BUSINESS HOURS UNTIL THE SELECTED TURBIDITY STANDARD IS ATTAINED, OR UNTIL POST-STORM EVENT INSPECTIONS DETERMINE THAT BMP'S ARE PROPERLY DESIGNED, INSTALLED AND MAINTAINED.
		315. THE PERMITTEE MAY CHOOSE TO MEET THE REQUIREMENTS OF NO 3.A AND NO. 3.B BY COLLECTING TURBIDITY SAMPLES FROM ANY RAIN EVENT THAT REACHES OR EXCEEDS 0.5 INCH AND ALLOWS FOR MONITORING AT ANY TIME OF THE DAY OR WEEK SUPERVISION.
	ALL DISTURBED AREAS LEFT MULCHED AFTER 30 DAYS SHALL BE STABILIZED WITH TEMPORARY GRASSING.	REPORTING
_	THE CONTRACTOR SHALL MAINTAIN ALL SEDIMENT PONDS AND EROSION CONTROL MEASURES UNTIL PERMANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE PONDS WHEN IT REACHES THE HALF WAY POINT ON THE RISER.	A MONTHLY SUMMARY OF THE MONITORING RESULTS SHALL BE SENT TO MOUNTAINDISTRICT - CARTERSVILLE OFFICE, GEORGIA EPD, BY THE 15TH O EACH MONTH.
	AFTER CURBING, GRADED AGGREGATE BASE, AND PAVEMENT HAS BEEN INSTALLED, ALL INLET SEDIMENT TRAPS ON SINGLE AND DOUBLE WING CATCH BASINS ALONG WITH ANY CURB INLETS SHALL BE REMOVED AND REPLACED WITH CURB FILTER INLET PROTECTION. SEE SEPARATE DETAIL FOR ADDITIONAL INFORMATION.	I TE NEPUNI SUIVIIVIANT STALL IIVULUUE:
	ALL ROADWAY AND PARKING SHOULDERS SHOULD BE APPLIED WITH VEGETATIVE COVER AS SOON AS FINAL GRADE IS ACHIEVED BEHIND CURBS.	 THE NAME, EXACT PLACE, AND TIME OF SAMPLING OR MEASUREMENT; THE NAME(S) OF THE INDIVIDUAL(S) WHO PERFORMED THE SAMPLING AND MEASUREMENTS.
	SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.	 THE DATE(S) ANALYSES WERE PERFORMED; THE TIME(S) ANALYSES WERE INITIATED;
В	THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1-3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.	 THE NAME(S) OF THE INDIVIDUALS WHO PERFORMED THE ANALYSES; REFERENCES AND WRITTEN PROCEDURES, WHEN AVAILABLE, FOR THE ANALYTICAL TECHNIQUES OR METHODS USED. A QUALITY CONTROL/
	CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.	 QUALITY ASSURANCE PROGRAM MUST BE INCLUDED IN THE WRITTEN PROCEDURE; THE RESULTS OF SUCH ANALYSES, INCLUDING THE BENCH SHEETS, INSTRUMENT READOUTS, COMPUTER DISKS OR TAPES, ETC., USED TO DETERMINE THESE RESULTS.
	EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ON SITE INSPECTOR OR THE CIVIL ENGINEER	IF NO QUALIFYING EVENTS OCCURRED WITHIN A MONTHLY MONITORING PERIOD, A REPORT MUST BE SUBMITTED STATING SUCH TO THE EPD DISTRICT OFFICE AS WELL AS THE APPLICABLE COUNTY GOVERNMENT.
_	FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH	
	THE SITE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES INCLUDING REPLACING OR REPAIRING ANY DAMAGED DEVICES	
	UPON COMPLETION OF THE PROJECT AND RECEIPT OF CERTIFICATE OF OCCUPANCY, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROLS	
	WIERDUNED AND DIDPODE OF THEM UNLEDD NOTED ON PLAND.	
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GENERAL NOTES:

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angle$ 1. NO ACTIVITIES SHALL BE CONDUCTED WITHIN THE 25 OR 50 - FOOT STREAM BUFFER ALONG THE BANKS OF ALL STATE WATERS.

- 2. IT WILL BE THE RESPONSIBILITY OF THE PRIMARY PERMITTEE TO PROVIDE EACH SECONDARY PERMITTEE WITH A COPY OF THE EROSION CONTROL PLANS OR PORTIONS OF THE PLAN APPLICABLE TO THEIR SITE AND EACH SECONDARY PERMITTEE SHALL SIGN THE PLAN OR PORTION OF THE PLAN APPLICABLE TO THEIR SITE 3. ANY AMENDMENT TO THE EROSION CONTROL PLANS WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.
 - 4. AFTER CONSTRUCTION, EROSION AND SEDIMENTATION WILL BE MANAGED BY STABILIZING MATERIALS CONSISTING OF PAVED AREAS, GRASSING, LANDSCAPING AND BUILDING AREAS. 5. MINIMIZING WIND EROSION AND CONTROLLING DUST WILL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS A. COVERING 30% OR MORE OF THE SOIL SURFACE WITH NON-ERODIBLE MATERIAL B. ROUGHENING THE SOLL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND C. FREQUENT WATERING OF EXCAVATION AND FILL AREAS
- D. PROVIDING GRAVEL OR PAVING AT ENTRANCE / EXIT DRIVES 6. TEMPORARY SEDIMENT BASINS WILL BE CONSTRUCTED TO ACCOMMODATE 67 CUBIC YARDS OF STORAGE PER ACRE DRAINED. PERMIT COVERAGE:
- THIS PLAN HAS BEEN PREPARED TO MEET THE REQUIREMENTS UNDER THE STATE OF GEORGIA, DEPARTMENT OF NATURAL RESOURCES, ENVIRONMENTAL PROTECTION DIVISION (EPD), GENERAL PERMIT NO.______ FOR AUTHORIZATION TO ISCHARGE UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES). STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FOR INFRASTRUCTURE. AUTHORIZED DISCHARGES
- 1. ALL DISCHARGES OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY THAT WILL RESULT IN LAND DISTURBANCE EQUAL TO OR GREATER THAN ONE ACRE. PART 1.C.1.4.C
- 2. ALL DISCHARGES COVERED BY THIS PERMIT SHALL BE COMPOSED ENTIRELY OF STORMWATER EXCEPT AS PROVIDED IN PART 1.C.2 AND PART III.A.3 OF THE PERMIT. PART III.A.1 3. AUTHORIZED MIXED STORMWATER DISCHARGES: PART 1.C.2
- A. THE INDUSTRIAL SOURCE OR ACTIVITY OTHER THAN CONSTRUCTION IS LOCATED ON THE SAME SITE AS THE CONSTRUCTION ACTIVITY AND IS AN INTEGRAL PART OF THE CONSTRUCTION ACTIVITY. B. THE STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE AREAS OF THE SITE WHERE CONSTRUCTION ACTIVITIES ARE OCCURRING
- ARE IN COMPLIANCE WITH THE TERMS OF THIS PERMIT. C. STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE AREAS OF THE SITE WHERE INDUSTRIAL ACTIVITY OTHER THAN CONSTRUCTION ARE OCCURRING ARE COVERED BY A DIFFERENT NPDES GENERAL PERMIT OR INDIVIDUAL PERMIT AUTHORIZING SUCH DISCHARGES AND THE DISCHARGES ARE IN COMPLIANCE WITH A DIFFERENT NPDES PERMIT.
- 4. AUTHORIZED NON- STORMWATER DISCHARGES: PART III.A.2
- A. FIRE FIGHTING ACTIVITIES B. FIRE HYDRANT FLUSHING C POTABLE WATER SOURCES INCLUDING WATER LINE FLUSHING
- D. IRRIGATION DRAINAGE E. AIR CONDITIONING CONDENSATE
- F. SPRINGS G. UNCONTAMINATED GROUND WATER
- H. FOUNDATION OR FOOTING DRAINS WHERE FLOWS ARE NOT CONTAMINATED WITH PROCESS MATERIALS OR POLLUTANTS
- LIMITATIONS OF COVERAGE PART 1.C.3 1. THE FOLLOWING STORMWATER DISCHARGES FROM CONSTRUCTION SITES ARE NOT AUTHORIZED BY THIS PERMIT:
- A. STORMWATER DISCHARGES ASSOCIATED WITH AN INDUSTRIAL ACTIVITY THAT ORIGINATES FROM THE SITE AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED AND THE SITE HAS UNDERGONE FINAL STABILIZATION.
- B. DISCHARGES THAT ARE MIXED WITH SOURCES OF NON-STORMWATER OTHER THAN DISCHARGES WHICH ARE IDENTIFIED IN PART III.A.2 OF THIS PERMIT WHICH ARE IN COMPLIANCE WITH PART IV.D.6 (NON-STORMWATER DISCHARGES) OF THIS PERMIT.
- C. STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY THAT ARE SUBJECT TO AN EXISTING NPDES INDIVIDUAL OR GENERAL PERMIT. SUCH DISCHARGES MAY BE AUTHORIZED UNDER THIS PERMIT AFTER AN EXISTING PERMIT EXPIRES PROVIDED THE EXISTING PERMIT DID NOT ESTABLISH NUMERIC LIMITATIONS FOR SUCH DISCHARGES
- D. STORMWATER DISCHARGES FROM CONSTRUCTION SITES THAT THE DIRECTOR (EPD) HAS DETERMINED TO BE OR MAY REASONABLY BE EXPECTED TO BE CONTRIBUTING TO A VIOLATION OF A WATER QUALITY STANDARD.
- 2. WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF REPORTING QUANTITY ESTABLISHED UNDER EITHER GEORGIA'S OIL OR HAZARDOUS MATERIAL SPILLS OR RELEASES ACT (O.C.G.A. §§12-14-2, ET SEQ.) 40 CFR 117 OR 40 CFR 302 OCCURS DURING A 24-HOUR PERIOD, THE PERMITTEE IS REQUIRED TO NOTIFY THE FOLLOWING AGENCIES IN ACCORDANCE WITH THE ABOVE-MENTIONED REGULATIONS AS SOON AS HE HAS KNOWLEDGE OF THE DISCHARGE: EPD AT (404) 656-4863 OR (800) 241-4113. OR THE NATIONAL RESPONSE CENTER (NRC) AT (800) 424-8802. PART III.B.1
- 3. THIS PERMIT DOES NOT AUTHORIZE THE DISCHARGE OF HAZARDOUS SUBSTANCES OR OIL RESULTING FROM AN ONSITE SPILL. PART III.B.2.

WATER QUALITY COMPLIANCE PART 1.C.4

ALL DISCHARGES AUTHORIZED BY THIS PERMIT SHALL NOT CAUSE VIOLATIONS OF GEORGIA'S IN-STREAM WATER QUALITY STANDARDS AS PROVIDED BY THE RULES AND REGULATIONS FOR WATER QUALITY CONTROL. CHAPTER 391-3-6-03

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	CHECKDAM		Car and As	A small temporary barrier or dam constructed across a swale,drainage ditch or area of concentrated flow.
Ch	CHANNEL STABILIZATION		Ch 	Improving,constructing or stabilizing an open channel,existing stream,or ditch.
Co	CONSTRUCTION EXIT	- 11	Cor	A crushed stone pad located at the construction site exit to provide a place for removing mud from tires thereby protecting public streets.
Di	DIVERSION		Diz	An earth channel or dike located above,below,or across a slope to divert runoff. This may be a temp– orary or permanent structure.
(Dn1)	TEMPORARY DOWNDRAIN STRUCTURE		(Dn T)	A flexable conduit of heavy—duty fabric or other material designed to safely conduct surface runoff down slope. This is temporary and inexpen
Dn2	PERMANENT DOWNDRAIN STRUCTURE			A paved chute,pipe,sectional conduit or similar material designed to safe conduct surface runoff down a slop
Ga	GABION		Co Frinting	Rock filled baskets which are hand- placed into position forming soil stabilizing structures.
Gr	GRADE STABILIZATION STRUCTURE		HS Cr	Permanent structures installed to protect natural or artificial channels or waterways where otherwise the slope would be sufficient for the running water to form gullies.
Lv	LEVEL SPREADER		Ę	A structure to convert concentrated flow of water into less erosive shee flow. This should be constructed on on undisturbed soils.
Rd	ROCK FILTER DAM		Rd	A permanent or temporary stone filter dam installed across small streams or drainageways.
Re	RETAINING WALL	v v v v v v v v v v v v v v v v v v v	Re	A wall installed to stabilize cut and fill slopes where maximum permissa slopes are not obtainable. Each situation will require special design.
Rt	RETROFITTING		(Rt)	A device or structure placed in from of a permanent stormwater detentio pond outlet structure to serve as a
Sd1	SEDIMENT BARRIER		SF	A barrier to prevent sediment from leaving the construction site. It may be sandbags,bales or straw or hay, brush,logs and poles,gravel,or a sed ment fence. The barriers are usually temporary and inexpensive.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH LAND DISTURBANCE ACTIVITIES. TOPSOIL STOCKPILE AREA SHALL BE COVERED WITH BLACK PLASTIC.

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- L CONSTRUCT TEMPORARY SEDIMENT BASINS AND DIVERSION DIKES AS SHOWN ON PLAN. THE ANENT GROUND COVER IS ESTABLISHED. SEDIMENT SHALL BE CLEANED OUT OF THE PONDS WHEN IT ADDITIONAL INFORMATION.
- ED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT EVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED. VHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE
- MAND. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC

- RS WITH A MINIMUM SAMPLE SIZE OF 200 MILLILITERS SHOULD BE USED FOR COLLECTING SAMPLES. THE ITAMINATION. VERTICAL CENTER OF THE RECEIVING WATER(S) OR THE STORMWATER OUTFALL CHANNEL(S).
- G TO A SECONDARY CONTAINER.
- UTILIZED. SAMPLES REQUIRED BY THIS PERMIT SHOULD BE ANALYZED IMMEDIATELY, BUT IN NO CASE MPLES FROM AUTOMATIC SAMPLERS MUST BE COLLECTED NO LATER THAN THE NEXT BUSINESS DAY ITOMATED ANALYSIS IS UTILIZED.
- AINER SHOULD BE HELD SO THAT THE OPENING FACES UPSTREAM, THE SAMPLES SHOULD BE KEPT FREE O AVOID STIRRING THE BOTTOM SEDIMENTS IN THE RECEIVING WATER(S) OR IN THE OUTFALL

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Sd2	INLET SEDIMENT TRAP			An impounding area created by excavating around a storm drain inlet. The excavated area will be filled and stabilized on completion of construct— ion activities.
Sd3	TEMPORARY SEDIMENT BASIN			A basin created by excavation or a dam across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out. The basin is usually temp- orary but may be designed as a permanent pond or stormwater reten- tion device.
Sr	TEMPORARY STREAM CROSSING		Sr Sr	A temporary bridge or culvert—type structure protecting a stream or watercourse from damage by crossing construction equipment.
St	STORM DRAIN OUTLET PROTECTION		St	A paved or short section of riprap channel at the outlet of a storm drain system preventing erosion from the cconcentrated runoff.
Su	SURFACE ROUGHENING		L_Su	A rough soil surface with horizontal depressions on a contour or slopes left in a roughened condition after grading.
Тр	TOPSOILING		(Show Striping & Storage Areas)	The practice of stripping off the more fertile top soil,storing it,then spreading it over the disturbed area after the completion of construction activities.
Wt	VEGETATED WATERWAY OR STORMWATER CONVEYANCE CHANNEL	$\begin{array}{c} & & & \\ & & & & \\ & & & \\ & & & & \\ & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & & & & \\ & &$	~ ~	Paved or vegetative water outlets for diversions,terraces,berms,dikes or similar structures.
VEG	ETATIVE	MEASURES		
Bf	BUFFER ZONE		(LABEL)	An undisturbed natural"green belt" separating the land-disturbed site from surrounding property and border- ing streams. It serves to reduce water velocity and remove some sediment. It is also at times a noise or"vision pollution"barrier.
Cs	COASTAL DUNE STABILIZATION (WITH VEGE– TATION)	<u>************</u>	Cs	Planting vegetation on dunes that are denuded,artificially constructed,or re– nourished.
Ds1	DISTURBED ARE STABILIZATION (WITH MULCHIN ONLY)		(Ds 1)	Establishing temporary protection for disturbed areas where seeding may not have a suitable growing season to produce an erosion retarding cover.
Ds2	DISTURBED ARE STABILIZATION (WITH TEMPORARY SEEDING)		Ds2	Establishing temporary vegetative cover with fast growing seedings on disturbed areas.
Ds3	DISTURBED ARE. STABILIZATION (WITH		(Ds3)	Establishing permanent vegetative cover such as trees,shrubs,vines,

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IT IS THE OWNER'S RESPONSIBILITY TO AMEND THE NOI TO INCLUDE A LEVEL IA CERTIFIED CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.

WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION & SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

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ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

RECORDS MUST BE MAINTAINED BY THE PERMITTEE FOR A PERIOD OF AT LEAST 3 YEARS AFTER A VALID NOTICE OF TERMINATION HAS BEEN SUBMITTED TO THE APPROPRIATE GA EPD DISTRICT OFFICE. THE FOLLOWING RECORDS MUST BE RETAINED AT THE SITE OR BE READILY AVAILABLE AT A DESIGNATED ALTERNATIVE LOCATION: -COPY OF NOI AND PROOF OF SUBMITTAL -COPY OF ES&PC PLAN -SITE INSPECTION REPORTS

-VIOLATION SUMMARY REPORTS

STRUCTURAL PRACTICES

equmes on disturbe areas

> Controlling surface and air movement of dust on construction sites,roadways and similar sites.

> > 310 Dodds Ave

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GA Sediment and **Erosion Control** Notes

Scale:

Sheet No.

dicin P.O. Box 3689 dams& Chattanooga, Tennessee 37404 Associates PH: (423)698-6675 ulting Engineers MAA #21280

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VEGETATION)

DUST

CONTROL

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ON DISTURBED

AREAS

- 3

ASPHALT PAVING & BASE COURSE CLEAR SEALER OVER RODS 6'-0'' 1'-0''' 1'-0''	DDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDDD
	New Lennis
13 DETAIL . DEE CAST CONC. CURP STOR DETAIL	Courts
(NTS)	
EXIST. PAVEMENT	
	Gilbert-Stephenson
<u>NOTE</u> : NEW PAVEMENT TO MATCH ELEVATION OF EXISTING PAVEMENT. SAW CUT EXISTING PAVEMENT AS NECESSARY TO OBTAIN A FULL DEPTH SEAL BETWEEN THE PROPOSED PAVEMENT AND THE EXISTING PAVEMENT.	Park 19 Van Cleve Street Fort Oglethorpe, GA
$\begin{pmatrix} 14\\ C700 \end{pmatrix}$ DETAIL: <u>SAWCUT & PAVEMENT TRANSITION</u>	
(N/S)	Date: 03/30/2023
	File: 2212
SIANDARD DUIY THICKNESS	
ASPH. BINDER COURSE THICKNESS "W2" 2" AGGREGATE BASE THICKNESS "W3" 6"	Revisions :
ASPHALT SURFACE COURSE, TYPE	
ASPHALT BINDER COURSE, TYPE F PER GA.DOT SPECS. SEC. 828. \["B" PER GA.DOT SPECS. SEC. 828. W1	
$\int \frac{1}{10000000000000000000000000000000000$	
MINERAL AGGREGATE BASE COMPACT TO 100 PERCENT OF	Key Plan
MAXIMUM DRY DENSITY IN ACCORDANCE WITH AASHTO 199, METHOD A (GA.D.O.T. STD. SPEC. SEC. 310)	
DRY DENSITY IN ACCORDANCE WITH AASHTO T99, METHOD A AND AT 2 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT.	
15 DETAIL: ASPHALT PAVEMENT PARKING SECTIONS	
(NTS)	
	ALL DRAWINGS AND WRITTEN MATERIAL CONSTITUTE
	ORIGINAL WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT CONSENT OF THE ARCHITECT.
	© 2022 DHW ARCHITECTS, ALL RIGHTS RESERVED
	GEORGI GEORGI CSISTER PROFESSIONAL FROFESSIONAL
	Level II Design Professional Certification #35390
	Title:
	Site Notes &
	Details
March ³¹⁰ Dodds Ave. P.O. Box 3689	
Adams& Chattanooga, Tennessee 37404 Associates PH: (423)698-6675	
Consulting Engineers MAA #21280	

NOTES:

FOR

WHEN REQUIRED.

BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL

FOR 30"-60" (750mm-900mm).

LATEST EDITION.

PAVEMENT OR TO TOP OF RIGID PAVEMENT.

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GENERAL

- 1. ALL DIMENSIONS AFFECTING ELECTRICAL WORK ARE TO BE CAREFULLY CHECKED AND VERIFIED WITH THE GENERAL CONTRACTOR BEFORE ANY WORK IS DONE.
- UNLESS OTHERWISE NOTED IN THE WRITTEN SPECIFICATIONS OR ON THE DRAWINGS, ALL ELECTRICAL WORK AND ELECTRICAL EQUIPMENT ARE TO BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
 - 3. ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR SUBMITTING SHOP DRAWINGS FOR ALL THE FOLLOWING ELECTRICAL DEVICES OR SYSTEMS: LIGHTING, LIGHTING CONTROLS, WIRING DEVICES, FUSES, AND WIRE TO BE USED ON THE PROJECT. NOTE THAT NO ITEMS WILL BE REVIEWED UNTIL ALL SUBMITTALS ARE RECEIVED. CONTRACTOR RESPONSIBLE FOR PROJECT DELAYS DUE TO INCOMPLETE SUBMITTAL PACKAGES.

WIRE/CONDUIT:

- 1. PROVIDE MEASURED PULL STRINGS IN ALL CONDUIT TO BE LEFT EMPTY
- 2. ALL 20A HOMERUNS OVER 75' SHALL BE #10 AWG.UNLESS NOTED OTHER WISE
- 3. PROVIDE SEPARATE GROUND WIRES FOR ALL CIRCUITS. NO RACEWAY GROUNDS.
- 4. CONDUIT ROUTING IS THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR. ROUTING SHOWN ON THESE DRAWINGS ARE FOR SCHEMATIC PURPOSES ONLY. THE ONLY EXCEPTION TO THIS IS THAT NO SURFACE MOUNTED CONDUIT WILL BE PROVIDED EXCEPT AS INDICATED ON THESE DRAWINGS UNLESS APPROVAL IS GIVEN BY OWNERS REP OR ENGINEER. CONDUIT SIZES INDICATED ON THESE DRAWINGS ARE MINIMUM SIZES FOR INDIVIDUAL HOMERUNS. CONTRACTOR IS FREE TO COMBINE DIFFERENT HOMERUNS IN SAME CONDUIT AND RESIZE ACCORDING TO NEC REQUIREMENTS. CONTRACTOR IS TO PROVIDE MULTIPLE RUNS OF CONDUIT AT HIS EXPENSE TO REPLACE LARGER INDIVIDUAL RUNS OF CONDUIT INDICATED ON THESE DRAWINGS WHERE FIELD CONDITIONS WILL NOT ALLOW THEM TO BE INSTALLED IN THE SIZES SHOWN. CONTRACTOR IS TO PUNCH THRU EXISTING WALLS WITH CONDUIT RUNS AS REQUIRED BY FIELD CONDITIONS. LOCATE WALL PENETRATIONS ABOVE FUTURE CEILING AREAS UNLESS OTHERWISE INDICATED. FIRE STOP AS REQUIRED.

POWER/SYSTEMS

- 1. PROVIDE NEW ELECTRICAL SERVICE INCLUDING METER BASE AND POWER PANEL AS INDICATED ON PLANS.
- 2. PROVIDE LIGHTING CONTROLS AS INDICATED ON PLANS.

LIGHTING:

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- 1. CONTRACTOR IS TO VERIFY LIGHT FIXTURE COLOR/FINISHES WITH ARCHITECT PRIOR TO ORDER.
- 2. ALL LIGHT FIXTURES AND POLES ARE TO BE CHECKED BEFORE ROUGHING IN TO INSURE THAT THEY CAN BE MOUNTED AS DIRECTED BY THE DRAWINGS AND THAT THERE IS ENOUGH SPACE TO ALLOW SUCH.
- 3. CONTRACTOR IS RESPONSIBLE FOR COORDINATING LOCATION OF LIGHT POLES WITH EXISTING UTILITIES. POLE LOCATIONS CAN BE ADJUSTED IN FIELD AS-REQUIRED TO MISS ANY EXISTING UNDERGROUND OR OVERHEAD UTILITIES THAT HAVE NOT BEEN IDENTIFIED.
- 4. PROVIDE START UP AND COMMISSIONING OF NEW LIGHTING CONTROL SYSTEM WITH OWNER REPRESENTATIVE PRESENT.
- 5. PROVIDE #6 GROUND CONDUCTOR AND ONE 10' X 3/4" DIAMETER GROUND ROD AS A MINIMUM AT EACH SPORTS LIGHTING POLE.

ELECTRICAL SYMBOLS LEGEND

AA9AA ------ NEW LIGHT POLE POLE P1. MINDICATES LIGHT POLE TYPE AND FIELD LOCATION - SEE SPORTS LIGHTING DESIGN CRITERIA ON SHEET E002 PANELBOARD: SURFACE MOUNTED AS NOTED IN PANEL SCHEDULE. UNLESS OTHERWISE NECESSARY BY HEIGHT OF CABINET, MOUNT SO THAT TOP IS AT 6'-0" A.F.F.. A 3'-0" HORIZONTAL CLEARANCE MUST BE MAINTAINED FROM FLOOR TO CEILING IN FRONT OF ELECTRICAL PANELS. DISCONNECT SWITCH, HEAVY DUTY. FUSE SIZE SHOWN ON DRAWINGS $\langle \mathbf{J} \rangle$ JUNCTION BOX, SIZE AND USE AS REQUIRED HOME RUN TO PANELBOARD IN CONDUIT. LETTER INDICATES PANEL, NUMBER INDICATES CIRCUIT A-1 NUMBER. CROSS HATCHES INDICATE NUMBER OF CONDUCTORS TO BE #12 AWG UNLESS OTHERWISE NOTED. ALSO PROVIDE PHASE WIRES. LONG LINE INDICATES NEUTRAL. SEPARATE GROUND WIRES FOR ALL CIRCUITS, SIZE PER NEC. CONDUIT IN FLOOR SLAB OR UNDERGROUND, 3/4" UNLESS OTHERWISE NOTED. ____ _____ CONCEALED CONDUIT IN WALL OR ABOVE CEILING DUPLEX RECEPTACLE OUTLET MOUNTED 18" A.F.F. TO BOTTOM OF BOX UNLESS NOTED OTHERWISE "C" INDICATES MOUNTING AT COUNTER TOP HEIGHT, 6" ABOVE BACKSPLASH.

"WP" INDICATES A WEATHERPROOF DEVICE "G" INDICATES GROUND FAULT PROTECTED DEVICE "Q" INDICATES TWO DUPLEX RECEPTACLES INSTALLED SIDE BY SIDE IN 2 GANG BOX. GROUNDS TO BE LOCATED UP ON ALL RECEPTACLES.

UTILITY SUPPLY NOTES

- ALL UTILITY SERVICES SHOWN ARE FOR SCHEMATIC REPRESENTATION ONLY. NO EXPRESSED OR IMPLIED GUARANTEE IS GIVEN AS TO THE EXACT LOCATION, GRADE OR ELEVATION OF THE ABOVE MENTIONED ITEMS. ACTUAL LOCATIONS ARE TO BE BASED ON UTILITY COMPANY AND OWNER INSTRUCTIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL COST ASSOCIATED WITH THE PRIMARY AND SECONDARY SERVICES AND METER INSTALLATION FEES. IF THE CONTRACTOR CANNOT DETERMINE THE PRIMARY SERVICE FEES TO BE APPLIED BY THE POWER COMPANY, THEN HE IS TO INCLUDE A LETTER IN HIS BID SPECIFICALLY STATING THAT THESE COST HAVE NOT BEEN INCLUDED IN THE BID BUT WILL BE ADDITIONS TO THE CONTRACT WHEN DETERMINED BY THE UTILITY.
- BECAUSE OF ALL OF THE ABOVE REASONS, ALL ELECTRICAL CONTRACTORS DESIRING TO BID ON THIS PROJECT ARE REQUIRED TO VISIT THE JOB SITE PRIOR TO BIDDING SO THAT THEY MAY BECOME FAMILIAR WITH ALL CIRCUMSTANCES WHICH WILL AFFECT THE ELECTRICAL WORK. CONTRACTORS ARE TO INCLUDE ALL REQUIRED COST TO PROVIDE A COMPLETE, FUNCTIONAL AND CODE COMPLIANT ELECTRICAL INSTALLATION.
- ALL REQUIRED 90° ELBOWS OF UTILITY CONDUITS TO BE OF SWEEPING TYPE AND RIGID STEEL (NOT PVC).
- THE CONTRACTOR IS RESPONSIBLE FOR ALL COST ASSOCIATED WITH TEMPORARY POWER SERVICES FROM THE LAST POWER CO. POWER OR DEMARCATION POINT TO TEMPORARY DISCONNECTING DEVICES, WIRING AND METER CHANGES FOR EITHER SINGLE PHASE OR 3-PHASE AS REQUIRED.

- TYPE THW UNLESS OTHERWISE NOTED.
- AND EXITS THE GROUND. PROVIDE

- LOCAL, AND MUNICIPAL CODES.
- DESIGNER PRIOR TO START OF WORK.
- DRAWINGS
- 10. CONTRACTOR TO REMOVE ANY SPOIL MATERIAL FROM SITE.
- ELECTRICAL INSTALLATION.
- 14. ALL WALKS, DRIVES, FENCING, RETAINING WALLS AND CURBS & GUTTERS ARE NOT SHOWN ON DRAWINGS.

- TO MATCH BUILDING WALL COLOR.
- 19. COORDINATE ALL SITE WORK WITH CIVIL DRAWINGS.
- 20. COORDINATE ALL DEMOLITION WITH UTILITY COMPANIES

POWER COMPANY POINT OF CONTACT IS: APRIL ARREOLIA NGEMC (706) 618-3217

SEE SHEET E002 AND E003 FOR SPORTS LIGHTING FIXTURE DESIGN CRITERIA

GENERAL SITE NOTES

ALL CONDUCTOR SIZES SHOWN ARE BASED ON THE NEC AMPACITIES OF COPPER CONDUCTORS,

ALL UNDERGROUND WIRING IS TO BE INSTALLED IN SCHEDULE 40 PVC CONDUIT PER THE WRITTEN SPECIFICATIONS. RIGID STEEL ELBOWS ARE TO BE USED ON THE CONDUIT WHEREVER IT TURNS UP

THE CONTRACTOR SHALL SUPPLY A SEPARATE GREEN INSULATED GROUND WIRE IN ALL RUNS OF PVC CONDUIT, WHETHER SHOWN ON THE DRAWINGS OR NOT.

THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR SUPPLYING ALL CONCRETE AND RELATED WORK FOR ALL POLE BASES, TRANSFORMER PADS, ETC., WHICH ARE IN HIS SCOPE OF WORK.

ALL WORK IS TO COMPLY WITH THE LATEST VERSION OF THE NEC AND ALL APPLICABLE STATE,

THE ELECTRICAL CONTRACTOR IS TO COORDINATE ALL OF HIS WORK WITH ALL OF THE OTHER DISCIPLINES AND TRADES. WATER, SEWER, STORM DRAINAGE, ETC., ROUTING TAKE PRECEDENCE OVER THE ELECTRICAL WIRE AND CONDUIT ROUTING. THE ELECTRICAL CONTRACTOR IS TO RELOCATE OR REROUTE HIS WORK AS REQUIRED TO CLEAR SUCH.

ROUTING OF NEW SERVICES IS BASED ON CASUAL FIELD OBSERVATIONS. THE CONTRACTOR HAS THE OPTION OF RE-ROUTING THESE SERVICES WITH THE WRITTEN APPROVAL OF THE OWNER AND

CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL DURING INSTALLATION. CONTRACTOR TO PROVIDE SEEDING AND STRAW AFTER INSTALLATION. COORDINATE WITH CIVIL

11. ALL ELECTRICAL CONTRACTORS ARE REQUIRED TO VISIT THE JOB SITE PRIOR TO BID AND TO INCLUDE ALL REQUIRED COST TO PROVIDE A COMPLETE, FUNCTIONAL AND CODE COMPLIANT

12. CUTTING AND PATCHING; CUTTING AND PATCHING OF EXISTING WALKS, ROADS, CURBS & GUTTERS AND RETAINING WALLS WILL BE THE RESPONSIBILITY OF THIS CONTRACTOR.

13. THE CONTRACTOR WILL FIELD DETERMINE ALL LOCATIONS FOR CUTTING AND PATCHING.

15. UPON COMPLETION OF ELECTRICAL MODIFICATIONS, PATCH & REPAIR DAMAGED MATERIALS & FINISHES WITH LIKE KIND TO MATCH TYPICAL EXISTING.

16. EXPOSED EXTERIOR CONDUIT AND BOXES THAT ARE ATTACHED TO THE BUILDING SHALL BE PAINTED

17. ALL OUTAGES WILL BE COORDINATED WITH OWNER AND DESIGNER. OUTAGES WILL BE PERFORMED ON NON-OCCUPIED DAYS (SATURDAY AND SUNDAY) UNLESS PRIOR OWNER APPROVAL IS RECEIVED.

18. CONTRACTOR SHALL SCHEDULE WORK TO ALLOW FOR MINIMUM OUTAGE DURING CHANGE OVER.

CONTACT LIST

12

Electrical **Project Notes** and Schedules

Scale

Sheet No.

14

13

March 310 Dodds Ave. P.O. Box 3689 Chattanooga, Tennessee 37404 PH: (423)698-6675 MAA #21280

15

E001

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Pole / Fixtur	e Summary							
Pole ID	Pole Height	Mtg Height	Fixture Qty					
P1-P4	60'	60'	3					
4	4 12							
Circuit Sum	mary							
Circuit		Description						
A		Pickleball						
Fixture Type	Summary							
Ту	pe	Sc	Wattage					
TICLE	=D_000	LED 5700K - 75 CPI						

Light Level Summary

Coloulation Crid Cu

Calculation on a Summary								
Grid Name	Calculation Metric	Ave						
Pickleball Spill/Glare - 150'	Horizontal Illuminance	0						
Pickleball Spill/Glare - 150'	Max Candela Metric	21.3						
Pickleball Spill/Glare - 150'	Max Vertical Illuminance Metric	0						
Pickleball	Horizontal Illuminance	30.2						

EQUIPMENT LAYOUT

INCLUDES:

Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQ	UIPMEI	NT LIST	FOR A	REAS	S SHO	DWN			
		Pole	1	-	Lumi	naires	5		
QTY	LOCATION	CLASS	GRADE ELEVATION	INTING IGHT	L	LUMINAIRE TYPE			
4	P1-P4	LSS60AA	-	(50'	TLO	C-LED-9	3	
4	TOTALS								
CIV					DANA	CUNE	ЭТ		
Ballast Specifications (.90 min power factor) Line Amperage Per Luminaire (max draw)									e
Sing	le Phase Vo	ltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
								~ ~	

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T								
POLE ID	POLE HEIGHT ft (m)	# OF LUMINAIRES	ASSEMBLED POLE WEIGHT ³ Ib (kg)					
P1	60 (18.3)	3	947 (430)					
P2	60 (18.3)	3	947 (430)					
P3	60 (18.3)	3	947 (430)					
P4	60 (18.3)	3	947 (430)					
Pole Assembly Notes:								
 Steel pole should overlap concrete base and be seated tight with 1 1/2 to 								

11

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D (if required)

C (if required)

B (if required)

R60-62-00_A

Weldmark

2. Align weldmarks on steel sections before assembling.

3. Assembled pole weight includes steel sections, crossarms, luminaires, and el 4. Section overlap must be pulled together until tight. Overlap measurement show

5. This document is not intended for use as an assembly instruction. See Installa System[™] Lighting System for complete assembly procedure.

NOTE: ALL CRITERIA SHOWN C MUSCO LIGHTING SYSTEM ANI PURPOSES ONLY. CONTRACTO OF SPORTS LIGHTING SYSTEM DRAWINGS.

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NARY FOUND	ATION AN	ID POLE	ASSEMB		WING					— II	
		POLE	CONCRETE BASE WEIGHT	F BL	TABLE 2: JRIAL INFC G CO	FOUNDATION DETAIL PRMATION ^{3,4} NCRETE BACKFILL ^{1,2}	S CUT	LIGHTNIN	IG GROUND ⁵ SUPPLEMENTAL		
		P1	lb(kg) 1870 (848)	in (mm) 30 (762) 1	ft (m) 0 (3.0)	yd ³ (m ³) 1.2 (0.9)	NO	TYPE	INSTRUCTION N/A		
		P2 P3	1870 (848) 1870 (848)	30 (762) 1 30 (762) 1	0 (3.0) 0 (3.0)	1.2 (0.9)	NO NO	INTEGRATED 6	N/A N/A		
		P4	1870 (848)	30 (762) 1	0 (3.0)	1.2 (0.9)	NO	INTEGRATED 6	N/A		
ome-alongs (contractor pro	vided).	1. Concrete t	backfill is calculate d to 95% density o	d to 2 ft (0.6m)) below grad undisturbed	le (no overage included soil unless otherwise s). Top 2 pecified i	ft (0.6m) to be clas in stamped structu	ss 5 soil ral design.		
ould be +/- 6 in (150 mm). lation Instructions: Light-St	tructure	 Concrete t Foundation Assumes I 	n design per 2018 BC class 5 soils.	IBC, 110 mph	, exposure o	im. ategory C, variation ST	D (Risk (Category II).			
		5. Standard f Contact M 6. Lightning p	bases include integ lusco for materials protection is a mar	and instruction	alled concre	if bases are cut, supple	emental i Id conne	igntning protection	ection is made		1001 Carter Street - Chattanooga - 37402
		when cond	crete base is instal	led and footing	g is poured.	No additional steps req	uired.				425 200 4010 www.dliw-alchitects.com
											New Tennis
											Courts
											Gilbert-Stenhenson
											Park
											19 Van Cleve Street
											Fort Oglethorpe, GA
											Date: 03/30/2023
					Gilbert-	Stephenson Park Pickleba	all - Oglet	horpe, GA, USA			Drawn: WAT
					Date: Rep: Project:	12/12/2022 Rob Staples 224198	Scale: Page: Prelim	N/A 1 of 1	nusco		File: 2212
									W. F		Revisions
											Key Plan
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											ALL DRAWINGS AND WRITTEN MATERIAL CONSTITUTE
											ORIGINAL WORK OF THE ARCHITECT AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT CONSENT OF THE ARCHITECT.
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12	<u>ale 1" =</u>	= 30'	13			14			15		

