

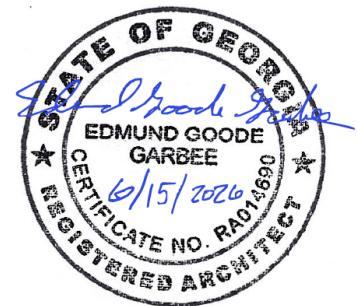
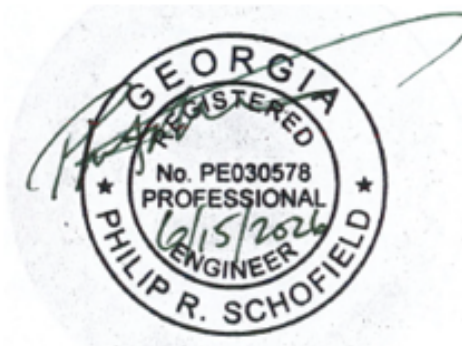
CONTRACT DOCUMENTS AND SPECIFICATIONS

COURTS RENOVATION



FORT OGLETHORPE
GEORGIA

Prepared for
CITY OF FORT OGLETHORPE, GEORGIA



July 2026
Project No. G25003-01



Edmund
Goode
Garbee
Architect
PH: 423.364.2830



CTI Engineers, Inc.
1122 Riverfront Parkway
Chattanooga, Tennessee 37402
423.267.7613

CONTRACT DOCUMENTS AND SPECIFICATIONS

COURTS RENOVATION



Prepared for
CITY OF FORT OGLETHORPE, GEORGIA

City Council
Earl Gray, Mayor
Derek Rogers, Mayor Pro Tem
Jim Childs
Craig Crawford
Rhonda James
Paula Stinnett

Molly Huhn, City Manager

Prepared By

CTI ENGINEERS, INC.
Chattanooga, Tennessee ♦ Cartersville, Georgia
Project No. G25003-01
July 2026

MARCH ADAMS & ASSOCIATES, INC.
Chattanooga, Tennessee

GARBEE ARCHITECTURE, PLLC.
Chattanooga, Tennessee

TABLE OF CONTENTS

00 01 15 List of Drawings

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

Procurement Requirements, Forms, and Supplements

00 11 00 Advertisement for Bids
00 21 00 Information for Bidders
00 41 00 Bid
00 42 00 Bid Schedule for Unit Price Bid
00 43 13 Bid Bond
00 43 80 Bidder Acknowledgment of Contract Time
00 45 13 Statement of Bidder's Qualifications
00 45 14 Statement of Equipment
00 45 19 Noncollusion Affidavit of Prime Bidder
00 45 44 Partnership Certificate / Corporate Certificate
00 45 45 Joint Venture Questionnaire
00 45 50 Statement of License Certificate
00 45 66 E-Verify Contractor Affidavit

Contracting Requirements

00 51 00 Notice of Award
00 52 00 Contract
00 55 00 Notice to Proceed
00 61 13.13 Performance Bond
00 61 13.16 Payment Bond
00 63 63 Change Order
00 64 00 Certificate of Owner's Attorney

Project Closeout

00 65 16 Certificate of Substantial Completion
00 65 19 Project Close Out Forms
00 65 19.13 Affidavit of Payment
00 65 19.16 Affidavit of Release of Liens
00 65 19.19 Consent of Surety for Final Payment
00 65 19.27 Final Waiver of Lien

Conditions of the Contract

00 72 00 General Conditions
00 73 00 Supplemental General Conditions
00 74 00 Supplemental General Conditions for Georgia

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00 Summary of Work
01 14 00 Work Restrictions
01 22 00 Measurement and Payment
01 29 76 Applications for Payment
01 31 19 Project Meetings
01 32 00 Schedules and Reports
01 33 23 Shop Drawings, Product Data, and Samples

TABLE OF CONTENTS (Continued)

DIVISION 01 - GENERAL REQUIREMENTS (Continued)

01 35 00	Safety and Security
01 40 00	Quality Control Services
01 42 13	Abbreviations
01 42 19	Applicable Codes and Standards
01 60 00	Materials and Equipment
01 65 00	Transportation and Handling
01 66 00	Storage and Protection
01 73 29	Cutting and Patching
01 78 00	Project Closeout
01 78 23	Operating and Maintenance Data
01 78 36	Warranties and Bonds
01 78 39	Project Record Documents

DIVISION 02 - 049

(This Space Reserved for March Adams & Associates / Garbee Architecture Technical Specs)

SECTION 00 01 15

LIST OF DRAWINGS

Title	G25003-01 Drawing No.
Cover Sheet	T100
Building Code Summary and Life/Safety Plan	LS-1.0
Life/Safety Plan	LS-1.1
Courts Floor and Ceiling Demolition Plans	D-1.0
Architectural Floor and Ceiling Plans	A-1.1
Courts Interior Elevations and Details	A-3.1
Door and Hardware Schedule and Details	A-4.1
Courts Finish Plan	A-5.1
Mechanical Schedules & Notes	M0.1
Mechanical Details	M0.2
Mechanical Specs	M0.3
New Construction HVAC Plans	M1.1
Demo HVAC Plans	M2.1
Plumbing Schedules, Notes & Details	P0.1
Plumbing Plans	P1.0
Roof Plumbing Plan	P2.0
Fire Protection Details & Notes	FP0.1
Firestopping Details	FP0.2
Court Wing Fire Protection Plan	FP1.1
Elect. – Project Schedule and Notes	E0.1
Fire Alarm & Security Notes and Details	E0.2
Firestop Details	E0.3
Electrical Specifications	E0.4
Lighting Plans	E1.1
Power Plans	E2.1
Roof Power Plan	E2.2
Fire Alarm – Security Plans	E3.1

ADVERTISEMENT FOR BIDS
ITB # 001-26

Owner: City of Fort Oglethorpe, Georgia

Separate sealed Bids for furnishing of all materials, labor, tools, equipment, and appurtenances necessary for the construction of the Courts Renovation will be received by the Owner at the City of Fort Oglethorpe, 500 City Hall Drive, Fort Oglethorpe, GA 30742, until 10:00 a.m., local time, on Thursday, July 30, 2026, and then at said office publicly opened and read aloud.

The Project consists of renovation of the Municipal Court facilities within Fort Oglethorpe City Hall, including selective demolition, interior renovations, courtroom improvements, accessibility upgrades, modifications to existing building systems, and related appurtenant work.

A non-mandatory pre-bid meeting will be held on Thursday, July 16, 2026, at 10:00 a.m. at Fort Oglethorpe City Hall, 500 City Hall Drive, Fort Oglethorpe, Georgia 30742.

Copies of the Contract Documents and Specifications, including bidding documents and requirements, and Contract Drawings may be examined at the offices of the Engineer, CTI Engineers, Inc., 1122 Riverfront Parkway, Chattanooga, TN 37402 (phone 423/267-7613, www.ctiengr.com). Copies may be obtained there upon payment of \$100.00 for each set. This payment is not refundable.

Bidders must be listed on Engineer's list of planholders who have viewed and/or purchased the Contract Documents, Specifications, and Drawings, and have at a minimum been added to the Engineer's list of planholders even if they have not purchased the Contract Documents, Specifications, and Drawings.

Engineer shall be provided with the following information: mailing address for U.S. Postal Service, physical delivery address, telephone number, contact person, and email address.

A Bid Bond of 5% of the total project cost is to be included in the proposal package. The Successful Bidder will be required to furnish performance and payment bonds with the executed Agreement meeting the requirements of the Contract Documents and executed on the forms attached to the Agreement. The terms and time for payment are set forth in the Agreement.

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.

Contractor must have minimum Worker's Comp and General Liability Insurance in full force and effect. No proposal will be considered unless it is accompanied by satisfactory evidence that the Bidder holds Georgia State Contractor's License of proper classification and in full force and effect, in compliance with the provisions of O.C.G.A. Sec. 43-14-2 et seq. Pursuant to O.C.G.A. § 13-10-91, all contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization. Fort Oglethorpe will require certification from contractor that this requirement has been met.

Each Respondent shall submit with its proposal a copy of current Business License and/or Occupational Tax Certificate issued in the state it resides. If bidder cannot prove this license, it will be required to obtain one from Ft. Oglethorpe if it is the Awarded Respondent.

Fort Oglethorpe reserves the right to accept or reject any and all proposals, to waive formalities, technicalities or irregularities and to re-advertise if necessary. The contract between Fort Oglethorpe and the selected responder shall be subject to the payment agreement drawn up between Fort Oglethorpe and the selected responder.

Date: July 1, 2026
July 15, 2026

Fort Oglethorpe, Georgia
/s/ Molly Huhn, City Manager

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids

City of Fort Oglethorpe, Georgia (herein called the "Owner"), invites Bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the location and time noted in the Advertisement for Bids.

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof.

2. Preparation of Bid

Each Bid shall be submitted on the Bid forms bound in the Contract Documents. All blank spaces for Bid prices must be filled in, in ink or typewritten. All computations will be checked; and in the event of a discrepancy, the unit price will govern. All required enclosed certifications must be fully completed and executed when submitted.

Each Bid must be submitted in a sealed envelope, addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside as, "Bid for Courts Renovation."

If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at City of Fort Oglethorpe, P.O. Box 5509, 500 City Hall Drive, Fort Oglethorpe, GA 30742, Attention: Phil Minton, Finance Director.

Any and all Bids not meeting the aforementioned criteria for Bid submittal, will be declared nonresponsive, will **not** be opened, and will be returned to the Bidder unopened.

3. Subcontracts

The Bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the Owner and funding agencies.

4. Electronic Modifications

Any Bidder may modify his Bid by electronic communication at any time prior to the scheduled closing time for receipt of Bids, provided such electronic communication is received by the Owner prior to the closing time, and, provided further, the Owner is satisfied that a written confirmation of the electronic modification over the signature of the Bidder was mailed prior to the closing time. Electronic communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the electronic modification.

5. Overhead, Profit, and Revision of Quantities

The unit or lump sum price for each of the several items in the proposal of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total Bid. Any Bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such addition or subtraction in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the total original contract price by more than 25 percent, except for work not covered in the Drawings and Detailed Specifications as provided for under General Conditions and Supplemental General Conditions.

6. Qualifications of Bidder

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted.

A Bidder must purchase a set of Contract Documents (including Bidding Requirements and Documents), Specifications, and Drawings through the Engineer in order to be considered a qualified bidder. Addenda will only be sent to those who have purchased documents and are on the list of planholders maintained by CTI Engineers, Inc.

7. Bid Security

Each Bid must be accompanied by a cashier's check on a duly authorized bank, certified check of the Bidder, or a bid bond prepared on the form of bid bond attached hereto, duly executed by the Bidder as principal and having as security thereon a surety company listed in the latest issue of U.S. Treasury Circular 570, in the amount of 5 percent of the Bid. Certified checks or cashier's checks shall be made payable to the Owner. Such checks or bid bonds will be returned to all except the three lowest Bidders within three days after the opening of Bids; the remaining checks or bid bonds will be returned promptly after the Owner and the accepted Bidder have executed the contract, or, if no award has been made within 60 days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

8. Liquidated Damages for Failure to Enter into Contract

The successful Bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within 10 days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.

9. Time for Completion and Liquidated Damages
Bidder must agree to commence work on or before a date to be specified in a written Notice to Proceed of the Owner and to fully complete the Project within 210 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages the sum of \$500 for each consecutive calendar day in default as hereinafter provided in the General Conditions.
10. Conditions of Work
Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provision of his Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
11. Addenda and Interpretations
No interpretation of the meaning of the Drawings, Specifications, or other prebid documents will be made to any Bidder orally.
Every request for such interpretation should be in writing addressed pschofield@ctiengr.com or Philip Schofield, P.E., Project Manager, CTI Engineers, Inc., at 1122 Riverfront Parkway, Chattanooga, TN 37402, and to be given consideration must be received at least five days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed and transmitted by facsimile to all prospective Bidders (at the respective addresses and electronic number furnished for such purposes), not later than three days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All addenda so issued shall become a part of the Contract Documents.
12. Security for Faithful Performance
Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
13. Power of Attorney
Attorney-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

14. Notice of Special Conditions

Attention is particularly called to those parts of the Contract Documents and Specifications which deal with the following:

- a. Inspection and testing of materials
- b. Insurance requirements
- c. Wage rates (if applicable)
- d. Surveys, permits, and regulations

The federal regulations enclosed or herein referred to supersede all conflicting requirements of the Contract Documents.

15. Laws and Regulations

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

16. Obligation of Bidder

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings and Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect of his Bid.

17. Execution of Bid Documents

The Contractor, in signing his Bid on the whole or any portion of the work, shall conform to the following requirements:

- a. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
- b. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.
- c. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name following the wording "By _____." Corporation seal shall also be affixed to the Bid.

18. Method of Award - Lowest Qualified Bidder

The Contract will be awarded to the responsive, responsible Bidder submitting the lowest Bid complying with the conditions of the Information for Bidders. Award will be made on the basis of the prices given in the base Bid either with or without alternates at the discretion of the Owner. The Bidder to whom the award is made will be notified

at the earliest possible date. The Owner reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest.

A responsive Bidder shall be one who submits his Bid in the proper form without qualification or intent other than as called for in the Specifications and on the Contract Drawings and who binds himself on behalf of his Bid to the Owner with the proper bid bond or certified check completed and attached, and who properly completes all forms required to be completed and submitted at the time of the bidding.

A responsible Bidder shall be one who can fulfill the following requirements:

- a. The Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation, or firm.
- b. The Bidder shall demonstrate that he has adequate construction management experience and sufficient equipment resources to properly perform the work under and in conformance with these Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work.
- c. The Bidder shall demonstrate that he is familiar with the work under these Contract Documents. This evaluation will be based upon a list of major equipment items the Bidder proposes to furnish and a list of subcontractors the Bidder proposes to use in prosecuting the work.
- d. The Bidder shall demonstrate that he has financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The Bidder shall complete the Statement of Bidder's Qualifications in the Bid forms. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.
- e. The Bidder may demonstrate financial capability by submitting a suitable financial statement of an Equity Partner, provided an agreement is executed binding the Bidder and said Equity Partner, jointly and severally, to fulfill all duties, obligations, and responsibilities of the Contractor under these Contract Documents if the Contract is awarded to the Bidder. The agreement shall be submitted with the Bid and shall be satisfactory to the Owner's attorney or the Bid may be declared nonresponsive.
- f. The Bidder shall furnish all data required by these Contract Documents. Failure to do so may result in the Bid being declared nonresponsive. Acceptance of the Bidder's documentation and substantiation or contract award by the Owner does not relieve the Bidder of liability for nonperformance as covered in the Contract Documents, nor will the Bidder be exempted from any other legal recourse the Owner may elect to pursue.

19. Employment of Local Labor

Preference in employment on the Project shall, insofar as practicable, be given to qualified local labor.

20. Bid Envelope

All Bidders doing utility construction covered by OCGA 43-14 must have a Utility Contractor's License issued by the State of Georgia. In compliance with these requirements, the envelope in which the Bid is contained must bear on the outside the following:

- a. Name of Bidder.
- b. Address of the Bidder.
- c. Name of Project for which Bid is Submitted.
- d. Bidder's Utility Contracting License Number.
- e. Bidder's License Expiration Date.

Bid envelopes that do not bear the above information will be returned to the Bidder unopened.

A copy of the form found on the last page of this section properly completed to provide the required information as identified above shall be affixed to the front of the envelope containing the Bidder's proposal.

CONTRACTOR'S IDENTIFICATION

This form shall be attached to the sealed envelope containing the Bid. Failure to provide the following information on the sealed envelope will be considered a non-responsive Bid.

BIDDER: _____

Name _____

Address _____

Georgia Utility License No. N/A

Expiration Date N/A

SEALED BID PROPOSAL FOR THE CITY OF FORT OGLETHORPE, GEORGIA FOR THE CONSTRUCTION OF THE COURTS RENOVATION

Bid Date _____ **Bid Time** _____

BID

Project Description: Courts Renovation

Proposal of _____
(hereinafter called "Bidder"), doing business as _____,
a corporation, a partnership, an individual

To the City of Fort Oglethorpe, Georgia (hereinafter called "Owner").

Gentlemen:

The Bidder, in compliance with your Advertisement for Bids for the construction of this project having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the price(s) stated below. This price(s) is to cover all expenses including overhead and profit incurred in performing the work required under the Contract Documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written Notice to Proceed of the Owner and to fully complete the project within 210 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addenda:

Bidder agrees to perform all the construction of the project complete with appurtenant and accessory work described in the Specifications and shown on the plans for the attached price(s).

The attached price(s) shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all Bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving Bids.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within ten days and deliver a surety bond or bonds as required by the General Conditions. The Bid security attached in the sum of 5 percent of the total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____

Signature

Title _____

Business Address

ATTEST:

Name _____
(Please Type)

Title _____ (SEAL)

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

BID SCHEDULE FOR LUMP SUM

Project: **Courts Renovation**

Project No: **ITB #001-26**

This Bid is submitted to: City of Fort Oglethorpe
500 City Hall Drive
Fort Oglethorpe, GA 37042

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter an agreement with Owner in the form indicated in the Contract Documents for the contract price within the contract time indicated in this bid.
2. Bidder has carefully examined the plans, the technical specifications, the General Conditions, the Supplementary Conditions, Instructions for Bidders, the form of the contract, the form of bonds, and all other contract documents, and thoroughly understands their stipulations, requirements, and provisions.
3. Bidder has examined the site and locality where the work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and all conditions affecting cost, progress, or performance of the work. Bidder has made such independent investigations as bidder deems necessary to become thoroughly familiar with the conditions under which the work will be performed.
4. Bidder understands that a price for each item on the bid schedule must be filled in as stated in Instructions for Bidders. Failure to indicate price for alternates, if any, may be grounds for considering the bid irregular. Lump Sum prices on the bid schedule shall include all labor, materials, safety measures, overhead, profit, insurance, etc. to cover the finished work.
5. Bidder agrees that, if awarded the contract, all work thereunder shall be conducted in such a manner and with sufficient materials, labor, tools, equipment, apparatus, and incidentals as is necessary to insure satisfactory completion of the project within 210 calendar days from the date stipulated in the Notice to Proceed.
6. Bidder accepts the provisions of the Agreement as to liquidated damages of \$500 per day in the event of failure to complete the work on time.
7. Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation.
8. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.
9. Bidder will complete the work as described in the specifications for the price(s) as shown on the following bid schedules.
10. The Bidder is hereby acknowledging that the following documents are attached to and made a condition of this Bid:
 - a) Required Bid Security in the form of: _____ Bid Bond.
 - b) Required Drug-Free Workplace Affidavit
 - c) Required Bidder's Statement of Qualifications.
 - d) Required Bidder's Statement of Equipment.
 - e) Acknowledgment of Addenda #'s _____, _____.

**BID SCHEDULE
COURTS RENOVATION
CITY OF FORT OGLETHORPE, GEORGIA
PROJECT NO. G25003-01**

SCHEDULE I - LUMP SUM

Item No. 1

The Lump Sum Bid for furnishing and installing all materials, equipment, labor, and services identified in these Specifications for the construction of the renovation of the Municipal Court facilities, complete as shown on the Drawings and specified in the Contract Documents, including selective demolition, interior renovations, courtroom improvements, accessibility upgrades, modifications to existing building systems, and related appurtenant work.

_____ Dollars and
(In words)
_____ Cents

Total Lump Sum of: \$ _____
(In figures)

Notes:

- 1) Amounts are to be shown in both words and figures. In case of a discrepancy, amount shown in words will govern
- 2) Contract will be awarded (if it is awarded) to the responsible and responsive bidder submitting the lowest bid at the sole discretion of the Owner.

BIDDER

DATE

BY

TITLE

ADDRESS

CITY

ZIP CODE

TELEPHONE NUMBER

FAX

E-MAIL

If BIDDER is:

An Individual

By _____ (SEAL)

(Individual's Name)

doing business as _____

Business Address: _____

Phone No.: _____ Business License No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(general partner)

Business Address: _____

Phone No.: _____ Business License No.: _____

A Corporation

By _____

(Corporation Name)

(state of incorporation)

By _____

(name of person authorized to sign)

Business Address: _____

Phone No.: _____ Business License No.: _____

A Joint Venture

By _____

(Name)

(Address)

By _____

(Name)

(Address)

Phone No.: _____ Business License No.: _____

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____ as Principal, and
_____ as Surety,
are hereby held and firmly bound unto the City of Fort Oglethorpe, Georgia as Owner in the
penal sum of five percent of the total Bid which equals _____
_____ for the payment of which, well and
truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted
to Fort Oglethorpe, Georgia a certain Bid, attached hereto and hereby made a part hereof to
enter into a contract in writing for the construction of the Courts Renovation.

NOW, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate,
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 20__.

CONTRACTOR - PRINCIPAL:

By _____
Name _____
(Please Type)
Title _____

ATTEST:

Name _____
(Please Type)
Title _____ (SEAL)

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

SURETY:

By _____
Name _____
(Please Type)
Title _____
(Attach Power of Attorney)

ATTEST:

Name _____
(Please Type)
Title _____ (SEAL)

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

BIDDER ACKNOWLEDGMENT OF CONTRACT TIME

By signature below, Bidder acknowledges and agrees that the 210-day contract time for substantial completion of the work included in these Contract Documents is either:

1. Sufficient, barring changed conditions, acts of God, or abnormal weather conditions that would justify time extensions; or
2. Insufficient, in which case the Contractor agrees that the price bid includes an allowance for liquidated damages of adequate magnitude to cover the additional time required to complete the work.

Bidder Name _____

Signature _____

Attest:

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Attach all additional sheets to these Contract Documents.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the most important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this project.
12. Experience in construction work similar in importance to this project.

13. Background and experience of the principal members of your organization, including officers.
14. Credit available: \$_____
15. Give bank reference.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Fort Oglethorpe?

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Local Public Agency in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated this _____ day of _____, 20__.

Name of Bidder

By _____

Title _____

State of _____

County of _____

_____ being duly sworn deposes and says that he is
_____ of _____
_____ and that the answers to the foregoing questions
and all statements therein contained are true and correct. Subscribed and sworn to before
me this _____ day of _____, 20__.

Notary Public

My Commission Expires:

(Date)

(SEAL)

STATEMENT OF EQUIPMENT

Showing machinery and other equipment available to Contractor for prosecuting the work included in contract. (To be filled in by Contractor and submitted with Bid.)

Available Machinery and Other Equipment Kind-Size-Capacity	Location	Ownership	Date Proposed To be Placed On Work

The above is a true statement of the equipment available to the undersigned Bidder for prosecuting the work included in the contract. Where it is shown that the equipment is not owned by the Bidder, arrangements have been made with the owners to furnish the equipment.

Signed _____

Name _____

Title _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)ss.
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ of _____
(owner, partner, officer, representative, or agent)
_____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Fort Oglethorpe (Local Public Agency) or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Title

My commission expires _____
(Date)

(SEAL)

PARTNERSHIP CERTIFICATE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me personally appeared _____
_____, known to me to be the person who executed the
above instrument, who, being by me first duly sworn, did depose and say that he is a general
partner in the firm of _____
and that said firm consists of himself and _____
_____ and that he executed the foregoing
instrument on behalf of said firm for the uses and purposes stated therein, and that no one
except the above named members of the firm have any financial interest whatsoever in said
proposed contract.

Partner

Partner

Partner

Partner

Subscribed and sworn to before me, this _____ day of _____, 20____.

My Commission Expires: Notary Public

(Date)

(SEAL)

NOTE: If only one partner signs, a power of attorney executed by all other partners
authorizing him to act in the name of the company must be attached; otherwise, all partners
must sign.

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the corporation named as Contractor in the foregoing proposal; that _____, who signed said proposal in behalf of the Contractor was then _____ of said corporation; that said proposal was duly signed for and in behalf of said corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said corporation is organized under the laws of the State of _____.

This _____ day of _____, 20____.

(SEAL)

JOINT VENTURE QUESTIONNAIRE

In the event a joint venture bid is submitted, the following questions shall be answered, submitted with the bid and signed by the owner, partner, officer, representative, or agent of each joint venturer.

1. What is the separate bonding capability of each member of the joint venture?
2. What other work is in progress by the total contract dollar amount and percentage of completion for each joint venturer?
3. Are there any particular risks associated with this Contract which contributed to the decision to joint venture, and if so, what?
4. Has consideration been given to utilization of subcontract as opposed to formation of a joint venture, and if so, why was the joint venture format chosen?
5. Has either member of the joint venture been separately awarded a contract by the City of Fort Oglethorpe, and if so, what was the most recent contract awarded to each?
6. What will be the contribution of each participant in the joint venture with respect to personnel, equipment, and other resources of each company allocated to this contract?
7. What will be the specific contribution of each participant of the joint venture for the completion of work to be performed and material to be supplied under this Contract?
8. Will there be separate management for the joint venture? If not, which company will supervise, or how will the contract be supervised?
9. Why will the joint venture be more efficient than the possibility of both companies separately bidding and either company being awarded the contract separately.

10. Does the formation of the joint venture promote competition on this Contract, and if so, how?
11. Has the joint venture, or any participant therein, received any legal advice with respect to the antitrust implications of formation of a joint venture, and if so, from what attorneys?

_____	_____
Name of Joint Venturer	Name of Joint Venturer
By _____	By _____
Title _____	Title _____

State of _____
County of _____

_____ being duly sworn deposes and says that he is
_____ of _____
and _____ being duly sworn deposes and says that
he is _____ of _____
and that the answers to the foregoing questions and all statements therein contained are
true and correct. Subscribed and sworn to before me this _____ day of _____,
20____.

Notary Public

My Commission Expires:

(Date)

(SEAL)

END OF SECTION

STATEMENT OF LICENSE CERTIFICATE

Each contractor bidding shall fill in and sign the following:

This is to certify that _____,
being a bidding contractor on the within and foregoing proposed contract, has fully reviewed the complete Bid Package and all invitations, information, supplemental conditions and addendum or addenda thereto, and has contacted and complied with all of the applicable requirements imposed or stated in writing by the Georgia State Construction Industry Licensing Board laws and rules, or the applicable rules of any other qualifying governing body, agency, or board.

The undersigned contractor further does hereby certify, warrant and represent that such contractor has verified and determined that such contractor is fully licensed to perform all aspects of the contract project within the plans, documents, and specifications, and such license is not in any way suspended, conditional, impaired or revoked.

The Contractor has been issued License or Certificate Number _____
in the name of (contractor's name) _____
by (name of issuing body, agency or board) _____
_____, which License or Certificate expires
on (date of expiration) _____.

Signed _____

Name _____

Title _____

E-VERIFY

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Courts Renovation

Name of Project

City of Fort Oglethorpe

Name of Public Employer

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

Executed on _____, 2026 in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 2026.

NOTARY PUBLIC

My Commission Expires:

CONTRACTING REQUIREMENTS

NOTICE OF AWARD

To: _____

Project Description: The Project consists of renovation of the Municipal Court facilities within Fort Oglethorpe City Hall, including selective demolition, interior renovations, courtroom improvements, accessibility upgrades, modifications to existing building systems, and related appurtenant work. The Project is located at the City of Fort Oglethorpe, 500 City Hall Drive, Fort Oglethorpe, GA 30742.

The Owner has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____, 20____ and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within ten calendar days from the date of this notice to you.

If you fail to execute said Contract and to furnish said bonds within ten days from the date of this notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your Bid Bond will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20____.

CITY OF FORT OGLETHORPE, GEORGIA

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged _____
_____, this the _____ day of _____, 20____.

By _____

Name _____

Title _____

CONTRACT

THIS CONTRACT, made this _____ day of _____, 20____, by and between the City of Fort Oglethorpe, Georgia, hereinafter called "Owner" and _____ doing business as a _____ corporation, individual, or partnership hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereafter mentioned:

1. The Contractor will commence and complete the construction of the Courts Renovation.
2. The Contractor will furnish all the material, supplies, tools, equipment, labor and other services necessary for the completion of the work described herein.
3. The Contractor will commence the work required by the Contract Documents within 10 calendar days after the contract start date of the written Notice to Proceed and will complete the work within 210-day contract time unless the periods of completion are extended otherwise by the Contract Documents. The Contractor further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day in default thereafter as hereinafter provided in the General Conditions.
4. The Contractor agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the sum of _____.
5. The term "Contract Documents" means and includes the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. Bid
 - d. Bid Bond
 - e. Contract
 - f. General Conditions
 - g. Supplemental General Conditions
 - h. Payment Bond
 - i. Performance Bond
 - j. Notice of Award
 - k. Notice to Proceed
 - l. Change Order(s)
 - m. Drawings prepared by March Adams & Associates / Garbee Architecture as numbered on Page 00 01 15-1
 - n. Specifications prepared or issued by CTI Engineers, Inc., dated July 2026
 - o. Addenda:
No. _____, dated _____, 20____
No. _____, dated _____, 20____
No. _____, dated _____, 20____
6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER:
CITY OF FORT OGLETHORPE, GEORGIA

By _____

Name _____
(Please Print or Type)

Title _____

WITNESS:

Name _____
(Please Print or Type)

Title _____

(SEAL)

CONTRACTOR:

By _____

Name _____
(Please Print or Type)

Address _____

ATTEST:

Name _____
(Please Print or Type)

Title _____

(SEAL)

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

NOTICE TO PROCEED

To: _____

Project Description: The Project consists of renovation of the Municipal Court facilities within Fort Oglethorpe City Hall, including selective demolition, interior renovations, courtroom improvements, accessibility upgrades, modifications to existing building systems, and related appurtenant work. The Project is located at the City of Fort Oglethorpe, 500 City Hall Drive, Fort Oglethorpe, GA 30742.

You are hereby notified to commence work in accordance with the Contract dated _____, 20____, on or before _____, 20____, and you are to complete the work within 210-day contract time. The date of completion of all work is therefore _____, 20____.

Dated this _____ day of _____, 20____.

CITY OF FORT OGLETHOPRE, GEORGIA

By _____

Name _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
_____, this the _____ day of _____, 20____.

By _____

Name _____

Title _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

Name and Address of Contractor

_____ of the State of _____,
a Corporation, a Partnership, or an Individual

the "Principal," and _____,

_____ the "Surety,"
Name and Address of Surety

are held and firmly bound unto City of Fort Oglethorpe the "Owner," existing under and by
virtue of the laws of the State of Georgia, in the sum of _____

_____ (\$_____)

in lawful money of the United States, for the payment of which sum in lawful money of the
United States well and truly to be made we do hereby bind ourselves, our heirs, executors,
administrators, successors, and assigns jointly and severally.

The condition of this obligation is such that whereas Principal has entered into a certain
Contract with the Owner, dated as of the _____ day of _____, 20____,
which is by reference incorporated in and made a part hereof as fully as if copied here
verbatim, for the construction of the Courts Renovation.

NOW, THEREFORE, if the Principal shall in all respects comply with and perform all the
terms and conditions of the Contract (which includes the Drawings, Specifications, and
Contract Documents) and such alterations as may be made in said contract as the documents
therein provide for, during the original term thereof and any extensions thereof which may be
granted by the Owner, with or without notice to Surety, and during the one-year warranty
period, and if Principal shall satisfy all claims and demands and shall indemnify and save
harmless the Owner against and from all costs, expenses, damages, injury, or conduct, want
of care, skill, negligence, or default, including compliance with performance guarantees and
patent infringement by the Principal, then this obligation shall be void; otherwise Principal and
Surety jointly and severally agree to pay to Owner any difference between the sum to which
the Principal would be entitled on completion of the contract and that which the Owner may
be obliged to pay for the completion of the work by contract or otherwise, together with any
damages, direct or indirect, or consequential, which Owner may sustain on account of such
work, or on account of the failure of the Principal to keep and execute all provisions of the
Contract.

Principal and Surety further bind themselves, their heirs, executors, administrators, and
assigns, jointly and severally, that if the Principal shall keep and perform its agreement to
repair or replace defective work or equipment during the warranty period of one (1) year as
provided, then this paragraph shall be void; but if default shall be made by Principal in the
performance of its contract to so repair or replace said work, then this paragraph shall be in

effect and Owner shall have and recover from Principal and its Surety damages for all defective conditions arising by reason of defective materials, work, or labor performed by or on the account of Principal and it is further understood and agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation therein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during said time; and to fully save and hold the Owner harmless for any damages it may be caused to pay on account of injury to person, loss of life or damage to property.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this Bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the contract, the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment subletting or other transfer thereof, or of any part thereof, of any work to be performed, or of any moneys due to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfer, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 20____.

CONTRACTOR - PRINCIPAL:

By_____

Name_____

(Please Print or Type)

Title_____

ATTEST:

Name_____

(Please Print or Type)

Title_____

(SEAL)

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

SURETY:

By _____

Name _____
(Please Print or Type)

Title _____
(Attach Power of Attorney)

WITNESS:

Name _____
(Please Print or Type)

Title _____ (SEAL)

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____

Name and Address of Contractor

_____ of the State of _____,
a Corporation, a Partnership, or an Individual

the "Principal," and _____,

_____ the "Surety,"
Name and Address of Surety

are held and firmly bound unto City of Fort Oglethorpe, the "Owner," existing under and by
virtue of the laws of the State of Georgia, in the sum of _____

_____ (\$ _____)

in lawful money of the United States, for the payment of which sum in lawful money of the
United States well and truly to be made we do hereby bind ourselves, our heirs, executors,
administrators, successors, and assigns jointly and severally.

The condition of this obligation is such that whereas Principal has entered into a certain
Contract with the Owner, dated as of the _____ day of _____, 20____,
which is by reference incorporated in and made a part hereof as fully as if copied here
verbatim, for the construction of the Courts Renovation.

NOW, THEREFORE, if the Principal shall fully pay for all the labor and materials used by
said Principal or any immediate or remote subcontractor or furnisher of labor or materials
under him in the performance of the work in lawful money of the United States as the same
shall become due, including all amounts due for materials, lubricants, oil, gasoline, electricity,
coal and coke, repairs on machinery, equipment, and tools, consumed or used in connection
with performance of the work and all insurance premiums and other charges incurred under
said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Principal and Surety further bind themselves, their heirs, executors, administrators, and
assigns, jointly and severally, that they shall promptly make payments of all taxes, licenses,
assessments, contributions, penalties, and interest thereon, when, and if, the same may be
lawfully due the State of Georgia, or any County, Municipality, or political subdivision thereof
by reason of and directly connected with the performance of the Contract, or any part thereof.

And the Surety, for value received, hereby stipulates and agrees that the obligations of
the Surety and this Bond shall in no way be impaired or affected by any extension of time,
modification, omission, addition, or change in or to the contract, the work to be performed
thereunder, or by any payment thereunder before the time required therein, or by any waiver
of any provision thereof, or by any assignment subletting or other transfer thereof, or of any
part thereof, of any work to be performed, or of any moneys due to become due thereunder;
and the said Surety does hereby waive notice of any and all such extensions, modifications,

omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfer, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Principal.

IN WITNESS WHEREOF, the Principal and Surety have executed this Bond by causing their respective names to be hereunto subscribed and their seals to be hereunto affixed by their duly authorized officers, on this the _____ day of _____, 20____.

CONTRACTOR - PRINCIPAL:

By _____
Name _____
(Please Print or Type)
Title _____

ATTEST:

Name _____
(Please Print or Type)
Title _____ (SEAL)

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

SURETY:

By _____
Name _____
(Please Print or Type)
Title _____
(Attach Power of Attorney)

WITNESS:

Name _____
(Please Print or Type)
Title _____ (SEAL)

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

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: COURTS RENOVATION

OWNER: CITY OF FORT OGLETHORPE

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

Change to Contract Price

Original Contract Price \$ _____

Current Contract Price adjusted by previous Change Order \$ _____

The Contract Price due to this Change Order will be

increased/decreased by: \$ _____

The new Contract Price including this Change Order will be \$ _____

Change to Contract Time

The Contract Time will be increased/decreased by _____ calendar days.

The date for completion of all work will be _____ (date).

Justification

Approvals Required

To be effective this Order must be approved by the Federal agency if it changes the scope or objective of the Project, or as may otherwise be required by the Supplemental General Conditions.

Accepted by: _____ (Contractor)

Recommended by: _____ CTI Engineers, Inc.

Recommended by: _____ March Adams & Associates, Inc.

Recommended by: _____ Garbee Architecture, PLLC.

Ordered by: _____ City of Fort Oglethorpe

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Robert L. Stultz, the duly authorized and acting legal representative of the City of Fort Oglethorpe, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements are adequate and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof.

Date: _____

NOTE: Delete phrase "performance and payment bonds" when not applicable.

PROJECT CLOSEOUT

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: Courts Renovation

Agreement Date: _____

Contractor: _____

Owner: City of Fort Oglethorpe, Georgia
500 City Hall Drive
Fort Oglethorpe, GA 30742

Engineer: CTI Engineers, Inc.
1122 Riverfront Parkway
Chattanooga, Tennessee 37402

A walk-through inspection of the project was conducted on _____, 20_____, with representatives of the Contractor, Owner, and Engineer participating. A final Punch List of work remaining to be completed or deficiencies noted was prepared.

ENGINEER: The work performed under this contract has been reviewed and found to the Engineer's best knowledge, information, and belief to be substantially complete as of _____.

By: _____ Title: _____ Date: _____

CONTRACTOR: The Contractor will complete or correct all work noted on the list of remaining work items dated _____, and supplements issued thereto within ____ days of the substantial completion date unless time is extended by Owner. The failure to include any items on the list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

By: _____ Title: _____ Date: _____

OWNER: The Owner accepts the work as substantially complete and accepts full possession thereof including the responsibilities for security, maintenance, and insurance.

By: _____ Title: _____ Date: _____

PROJECT CLOSE OUT FORMS

The following forms must be fully filled out by the Contractor and properly executed prior to release of final payment:

1. Affidavit of Payment
2. Affidavit of Release of Liens
3. Consent of Surety for Final Payment
4. Final Waiver of Lien
(To be executed by each and every subcontractor and supplier of materials.)

AFFIDAVIT OF PAYMENT

To: _____
(Owner)

WHEREAS, the undersigned has been employed by _____
_____ to furnish labor and
materials for _____
_____ work, under a contract
for the Courts Renovation at Fort Oglethorpe City Hall, County of Catoosa, State of Georgia
of which the City of Fort Oglethorpe is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____.
The undersigned, as the Contractor for the above-named Contract pursuant to the
Conditions of the Contract hereby certifies that, except as listed below, he has paid in full
or has otherwise satisfied all obligations for all materials and equipment furnished, for all
work, labor, and services performed, and for all known indebtedness and claims against
the Contractor for damages arising in any manner in connection with the performance of
the Contract referenced above for which the Owner or his property might in any way be
held responsible.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish
bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Consent of Surety to Final Payment. (Whenever Surety is involved, Consent of Surety
is required.)
2. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
3. Separate Releases or Waivers of Liens from Subcontractors and material and equipment
suppliers.
4. Contractor's Affidavit of Release of Liens.

_____(SEAL)
CONTRACTOR
(Name of sole ownership, corporation or partnership)

_____(SEAL)
(Signature of Authorized Representative)

(Affix corporate
seal here)

TITLE: _____

AFFIDAVIT OF RELEASE OF LIENS

To: _____
(Owner)

WHEREAS, the undersigned has been employed by _____
_____ to furnish labor and materials for _____ work,
under a contract for the Courts Renovation. At Fort Oglethorpe City Hall, County of Catoosa, State of Georgia of which the City of Fort Oglethorpe is the Owner.

NOW, THEREFORE, this _____ day of _____, 20____. The undersigned, as the Contractor for the above-named Contract pursuant to the conditions of the Contract hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

ATTACHMENTS:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers.

_____(SEAL)
CONTRACTOR
(Name of sole ownership, corporation or partnership)

(Affix corporate
seal here)

_____(SEAL)
(Signature of Authorized Representative)

TITLE: _____

CONSENT OF SURETY FOR FINAL PAYMENT

Project Name: Courts Renovation

Location _____

Project _____ Contract No. G25003-01

Type of Contract _____

Amount of Contract _____

In accordance with the provisions of the above-named contract between the Owner and the Contractor, the following named surety:

on the Payment Bond of the following named Contractor:

hereby approves of final payment to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the surety company named herein of any of its obligations to the following named Owner: as set forth in said surety company's bond:

IN WITNESS WHEREOF, the surety company has hereunto set its hand and seal this day of _____, 20____.

(Name of Surety Company)

(Affix corporate
seal here)

(Signature of Authorized Representative)

Title: _____

FINAL WAIVER OF LIEN

To: _____
(Owner)

WHEREAS, the undersigned has been employed by (A) _____

to furnish labor and materials for (B) _____ work,

under a contract (C) for the Courts Renovation at City of Fort Oglethorpe City Hall, County of Catoosa, State of Georgia of which the City of Fort Oglethorpe is the Owner.

NOW, THEREFORE, this _____ day of _____ 20____, for and in consideration of the sum of (E) _____ Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the Owner, or account of labor, services, material, fixtures, apparatus or machinery heretofore or which may hereafter be furnished by the undersigned to or for the above-described premises by virtue of said contract.

(F) _____ (SEAL)
Name of sole ownership, corporation or partnership)

(Affix corporate
seal here)

(Signature of Authorized Representative)

TITLE: _____

INSTRUCTIONS FOR FINAL WAIVER

- (A) Person or firm with whom you agreed to furnish either labor, or services, or materials.
- (B) Fill in nature and extent of work; strike the word labor or the word materials if not in your contract.
- (C) If you have more than one contract on the same premises, describe the contract by number if available, date, and extent of work.
- (D) Furnish an accurate enough description of the improvement and location of the premises so that it can be distinguished from any other property.
- (E) Amount shown should be the amount actually received and equal to that amount of contract as adjusted.
- (F) If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONDITIONS OF THE CONTRACT

Section 00 72 00

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property and Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Disputes
31. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS, AND SPECIFICATIONS by additions, deletions, clarifications or corrections.

1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the Work to be performed.

1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE OR CONTRACT TIME.

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an

adjustment in the CONTRACT PRICE or an extension of the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions

required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a specific design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWING

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS, AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of

each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CON-

TRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured supplies, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

6.4 Material, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing, or approval.

7.5 Inspections, tests, or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools,

and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article, or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof. Except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the

design process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Section 13. CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury

or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CON-

TRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority, or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a CONTRACT with the OWNER, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUB-CONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the

CONTRACT DOCUMENTS, whether incorporated in the construction or not and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE: provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than

ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganized under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials, or equipment or if he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any

retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition, and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon then (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion.

On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the

OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit, and other similar employee benefit acts:

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees:

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees:

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCON-

TRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK

provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current "Department of the Treasury's Listing of Approved Sureties (Department Circular 570)." The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the listing of approved sureties, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom: and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR,

anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs, or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim

therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS in so far as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship, and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. DISPUTES

30.1 If the parties are unable to resolve a dispute, claim, or controversy relating to this Contract by direct discussions or by voluntary nonbinding mediation, the OWNER and the CONTRACTOR may pursue their respective remedies at law or equity.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

SECTION 00 73 00

SUPPLEMENTAL GENERAL CONDITIONS

1. DEFINITIONS

1.1 The following shall be added to the definitions listed in the General Conditions:

- (a) **APPROVED** - shall mean as approved, directed, required or permitted by the Engineer, unless specified otherwise.
- (b) **CITY, COUNTY, OR AUTHORITY** – City of Fort Oglethorpe.
- (c) **CONTRACT DOCUMENTS** - The Contract Documents shall also include Certificate of Owner's Attorney, General Conditions, Supplemental General Conditions, funding agency requirements, EEO and MBE/WBE requirements, wage rate decisions, and all other certificates, regulations and documents herein bound.
- (d) **ENGINEER** - CTI Engineers, Inc., March Adams & Associates, Inc., and Garbee Architecture, PLLC., or its lawfully designated successor.
- (e) **OWNER** – City of Fort Oglethorpe.
- (f) **OWNER'S ATTORNEY** – Robert L. Stultz or his/her lawfully designated successor or assistant.
- (g) **SUBSTANTIAL COMPLETION** - The determination as to whether the project is sufficiently complete so it can be utilized for its intended purposes will be based upon a consideration of completion items and submittals specified in the Specifications.
- (h) **SUPPLEMENTAL GENERAL CONDITIONS** - Also such modifications to the General Conditions as the Owner or Engineer may deem necessary.
- (i) **THE SITE** is the location of the proposed WORK as shown on the Drawings.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

(RESERVED)

3. SCHEDULES, REPORTS, AND RECORDS

- 3.1 Each such schedule is to be subject to change from time to time in accordance with the progress of the work.
- 3.2 The Contractor shall also furnish on forms to be supplied by the Owner and/or his Engineer:

- (a) a detailed estimate giving a complete breakdown of a lump sum contract price and
- (b) periodic itemized estimates of work done for the purpose of making partial payments thereon.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The Drawings, Specifications and Addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.
- 4.2 Upon award of the Contract, the Contractor upon request will be supplied free of charge up to six complete sets of the Drawings and Specifications. If the Contractor requests additional prints or specifications, they will be furnished to him at cost at the Contractor's expense.
- 4.3 The Contractor shall keep on the job a copy of the Drawings and Specifications and shall at all times give the Owner and Engineer access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.
- 4.4 The Contractor shall not take advantage of any errors or omission which may exist in the Drawings and Specifications, but shall immediately call them to the attention of the Engineer whose prompt interpretation or correction thereof shall be conclusive.

5. SHOP DRAWINGS

- 5.1 After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review seven copies of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer to review the information as required.
- 5.2 The Contractor shall also submit for the Engineer's review with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

- 5.3 At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.
- 5.4 The Engineer will review with reasonable promptness those Shop Drawings and samples submitted in accordance with the Contractor's approved Submittal Schedule, but his review shall be only for general conformance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.
- 5.5 Engineer's review of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission and the Engineer has concurred in writing with the specific deviation, nor shall any review by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 Any work necessary to be performed after regular working hours, on Sundays or on legal holidays, shall be performed without additional expense to the Owner.
- 6.2 The Contractor warrants that he has good title to all materials, supplies, and equipment used by him in the work.
- 6.3 All materials required in the work may be stored on the site upon which the project is to be constructed, subject to approval by the Engineer, but all such materials, tools, and machinery shall be neatly and compactly stored in such a manner as to not interfere with traffic and to cause the least inconvenience to the property owners. All fire hydrants must at all times be kept free and unobstructed, and water and gas shut-off boxes, underground power and telephone line manholes must not be covered by such materials.
- 6.4 Materials, tools, and machinery shall not be piled or placed against trees unless the trees shall be amply protected against injury therefrom. All materials, tools, machinery, etc., stored upon public thoroughfares must be provided with warning lights at night to warn the traffic of such obstruction.
- 6.5 The Contractor shall make his own arrangements for delivery and handling of equipment and materials as he may require for the prosecution of the work. The location of all temporary lines, roadways and similar facilities shall be subject to the approval of the Engineer, and these shall be located and operated so as not to interfere with other work carried on by the Owner or by other contractors.

- 6.6 It is agreed that any temporary power lines, roadways or other facilities which the Contractor furnishes, installs, maintains, and removes at the completion of the work, may be used by the Owner or any of its contractors at such reasonable time or times as may be directed by the Engineer. Likewise it is provided that similar facilities of other contracts will become available to the Contractor under similar conditions.
- 6.7 Adequate sanitary facilities shall be provided by the Contractor. All such sanitary facilities shall conform to the requirements of the respective State and County Departments of Public Health.
- 6.8 Office space and furnishings for the Resident Project Representative, if required, will be as specified in the Specifications. If required, office space must be provided before the Contractor's first partial payment estimate will be approved. No separate payment shall be made for office space.
- 6.9 Contractor shall furnish six hard hats which shall be made available to authorized representatives and agents of the Owner and any interested governmental agency while visiting the job site.

7. INSPECTION AND TESTING

- 7.1 Where testing and inspection of materials or equipment are required by the Contract Documents, the cost of all inspection and testing shall be included in the contract price for supplying the applicable materials and equipment, as no separate payment will be made for these services. The laboratory or inspection agency shall be approved by the Owner.
- 7.2 Where mill tests of materials are required by the Engineer under the Contract Documents, Contractor shall furnish certified copies of such mill tests.
- 7.3 Where shop equipment performance tests are specified, the Engineer shall be permitted to witness such tests. In the absence of a witnessed test, certified copies of shop tests shall be submitted at the discretion of the Engineer. Cost of Engineer's services in this test will be borne by the Owner.
- 7.4 No payment will be made to the Contractor for samples taken for tests such as concrete cylinders, etc., where testing is required by the Contract Documents.

8. SUBSTITUTIONS

- 8.1 The Contract is based on the materials, equipment, and methods described in the Contract Documents.
- 8.2 The Owner, through the Engineer, will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.
- 8.3 The Contractor shall not substitute materials, equipment, or methods unless such substitution has been specifically approved for this project by the Engineer.

9. PATENTS

- 9.1 License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable and paid to the holder of the patent, or his authorized licensee, directly by the Owner and not by or through the Contractor.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The baseline and benchmark, if applicable, are indicated on the Drawings. The Contractor shall be responsible for all surveying required for laying out and constructing the Work.
- 10.2 The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary for the completion of the work.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract.
- 11.2 The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.
- 11.3 The Contractor shall, at his own expense, shore up and protect any buildings, bridges, or other public or private structures which may be encountered or endangered in the prosecution of the work, and that may not be otherwise provided for, and he shall repair and make good any damages to such property by reason of his operations. All existing fences which were removed by the Contractor due to prosecution of the work shall be replaced by the Contractor. No extra payment will be made for said work or materials.
- 11.4 Contractor shall repair or replace at his own expense any existing water pipes, power and communication lines, or other public utilities, roads, drain pipes, sewers, drainage ditches and all plantings (including grass) that are damaged during construction. The site shall be left in its present condition after all cleanup work has been done. Any damage to drainage or water pipes, local sewers, or plantings (including grass, utilities, roads, parking space, or other structures) shall be repaired and replaced immediately in the condition found. Such repairs and replacement shall be at the expense of the Contractor.
- 11.5 Contractor shall preserve all governmental markers (e.g. U.S.G.S., T.V.A., etc.), and none such will be removed or disturbed without prior approval of the Engineer. Any removal and replacement of such markers shall be at the expense of the Contractor.

- 11.6 The Contractor shall employ watchmen on the work as necessary to protect the work from damage, vandalism, etc., and shall, when necessary, erect and maintain such strong and suitable barriers and such lights as will effectually prevent the happening of any accident to health, limb or property. Lights shall be maintained between the hours of one-half hour before sunset and one-half hour after sunrise.
- 11.7 Contractor will be required, at his own expense, to do every thing necessary to support, protect and sustain all sewer, water or gas pipe; service pipes; electric lights; power, telephone, or telegraph poles; conduits; and other fixtures laid across or along the site of the work. The Engineer, as well as the company or the corporation owning said poles, pipes or conduits, must be notified by the Contractor before any such fixtures are removed or molested. In case any of the said sewer, gas, or water pipes; service pipes; electric lights; power, telephone or telegraph poles; conduits; or other fixtures are damaged, they shall be repaired by the authorities having control of the same, and the expense of said repairs shall be deducted from the monies due or to become due the Contractor under this Contract.
- 11.8 Should it become necessary to temporarily change the position or remove any poles, electric conduits, water pipes, gas pipes, or other pipes or wires, the Contractor shall notify the Engineer and company or the corporation owning said poles, pipes or conduits of the location and circumstances, and shall cease work if necessary until satisfactory arrangements have been made by the owners of the said poles, pipes, conduits, or wires to properly care for the same. No claims for damages will be allowed on account of any delay occasioned thereby. The entire cost of such temporary changes or removal must be included in the unit or lump sum prices bid for the various items of work under this Contract.
- 11.9 In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect the work, such materials shall be removed and replaced at the expense of the Contractor.
- 11.10 Before, during, and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flood or breakage, thereby permitting the work to be left in a perfect condition at the completion of the contract. No extra payment will be made for this work but the entire cost of the same shall be included in the price bid for the construction of the work done under this contract.
- 11.11 All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall strictly conform with the manufacturer's instructions.
- 11.12 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

12. SUPERVISION BY CONTRACTOR

- 12.1 It is understood that the Contractor's representative shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

13. CHANGES IN THE WORK

- 13.1 All Change Orders, including a change in technical design or an increase in cost, must be approved by the Owner, the Engineer and those governmental agencies whose approval is required.
- 13.2 Before executing any Change Order involving adjustment of the contract price, where necessary and desirable, the Contractor shall first obtain the consent of his surety.
- 13.3 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner. When the work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.
- 13.4 The location of utility lines, pavements, and other appurtenant construction shown on the Drawings may be raised or lowered, may be moved from one location to another, or may be lengthened or shortened by the Owner because of clearances needed, easement changes, design changes, or any other reason. In such case, the Contractor shall be entitled to payment for the work based on the unit prices shown in the Bid Schedule. No additional payment will be allowed because of such changes unless the Contractor notifies the Owner in writing prior to commencing that portion of the work and an appropriate change order is prepared.
- 13.5 If additional time is requested on account of a change in the work, the documentation of the basis for the requested time shall include a detailed justification and calculation relating the time extension to the project schedule and critical path. Any time extensions claimed for abnormal weather must be supported by historical weather records for the period in question. Generally, for changes that do not directly affect work elements on the critical path of the project, additional time will be granted only in proportion to the cost of the change over the original contract price.
- 13.6 Failure to submit the written notice or failure to document the basis for the change in contract price or time within the times specified shall bar the Contractor from all future claims for a change in contract price or an extension of time on account of the change.
- 13.7 Changes in contract price will not be granted in connection with so-called "Acts of God" or nature (i.e., floods, storms, earthquakes, etc.).

14. CHANGES IN CONTRACT PRICE

- 14.1 For any change in contract price, the Contractor shall submit a detailed price breakdown sufficient to permit analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, regardless of whether the change is an increase or a decrease in price. Any amounts claimed by subcontractors must be supported by a similar price breakdown.
- 14.2 The change in contract price shall be deemed to cover all costs, overhead, and profit attributable to the change, including any delays or impacts related thereto. There will be no reservation of rights for future or further increases in contract price in connection with a particular change.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates.
- 15.2 The Owner will suffer financial loss if the project is not "substantially completed" on the date set forth in the Contract Documents. The Contractor and his Surety shall be liable for and shall pay to the Owner the sums stipulated in the Bid or Contract as fixed, agreed, and liquidated damages for each calendar day of delay until the project is "substantially completed."

16. CORRECTION OF WORK

- 16.1 If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the Engineer, shall be equitable.

17. SUBSURFACE CONDITIONS

- 17.1 Owner and Engineer make no representations or guarantee, either expressed or implied, about any subsurface conditions that may be encountered within the scope of the project. The Contractor should satisfy himself/herself by on-site inspections, core-drillings or other methods of the subsurface conditions that may be encountered. The risk of encountering and correcting such subsurface conditions shall be borne solely by the Contractor, and the Contract price shall include the cost of performing the work complete-in-place.
- 17.2 The Engineer may have made certain subsurface explorations in the vicinity of the work to be constructed under this Contract. These borings were made only for the Engineer's information in designing the project. Copies of these logs of borings and their locations will be provided to prospective Bidders upon request. These logs of borings are furnished only as information to Bidders for whatever interpretation and

use they desire to make of conditions found when the borings were made. The Owner and Engineer do not warrant that the same conditions exist between borings and the Bidder shall satisfy himself as to the nature of the subsurface conditions throughout the project. If the Bidder wishes to make borings at any location, he shall be afforded the opportunity to do so. Cost of such borings shall be at the Bidder's expense.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

- 18.1 In the event a portion of the work is delayed or interrupted, the Contractor shall continue to prosecute those portions of the work unaffected by the delay or interruption.
- 18.2 In the event of a delay or interruption in the work, the Contractor shall make reasonable and appropriate adjustments in his job site resources (manpower and equipment) to minimize the overall cost impact of the delay or interruption.
- 18.3 In the event of a delay or interruption in the work due to the failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, the Contractor shall so notify the Engineer in writing immediately upon becoming aware of the delay. The Contractor shall submit a detailed justification for any claim for adjustment in contract price or extension in contract time on account of the delay or interruption as soon as the price or time impact can be quantified, but in no case later than 30 days following the end of the delay or interruption. Failure to submit the written notification or the justification within the time specified shall bar the Contractor from all future claims for adjustment in contract price or time on account of the delay.

19. PAYMENTS TO CONTRACTOR

- 19.1 No separate payment will be made for any items specified in the General Conditions or Supplemental General Conditions. Payments for such items shall be included in the unit price and lump sum prices bid by the Contractor for items listed in the Bid Schedule.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

(RESERVED)

21. INSURANCE

- 21.1 Each insurance policy shall be renewed at least 30 days before the expiration date thereof.
- 21.2 Insurance must be carried by a recognized insurance company licensed to do business in the state in which the project is constructed and approved by the Owner's Attorney.
- 21.3 The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide protection in the amounts specified in Paragraph 21.3.1 of

the General Conditions and as further specified in the Special Conditions (if included) against the following special hazards:

Blasting damage

Damage to existing structures

Damage to private driveways, walks, shrubbery, plantings, etc.

Damage to public utilities, electric, water, telephone, gas, sewerage, etc.

Damage to U.S. Government markers.

21.4 The Contractor shall not commence work under this Contract until he has obtained all the insurance required and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

21.5 In the event any insurance coverage should be canceled or allowed to lapse, Contractor will not be permitted to work until adequate and satisfactory insurance is in effect. Failure to keep insurance policies in effect WILL NOT be cause for any claims for extension of time under this Contract.

21.6 Limits of liability for general public liability and property damage insurance shall not be less than:

Bodily Injury	\$1,000,000	each person
	1,000,000	each occurrence
Property Damage	\$ 500,000	each occurrence
	500,000	aggregate

21.7 Limits of liability for comprehensive motor vehicle liability and property damage insurance.

Bodily Injury	\$1,000,000	each person
	1,000,000	each occurrence
Property Damage	\$ 250,000	each occurrence

21.8 The Contractor shall provide builder's risk insurance to protect the Contractor and the Owner against risks of damage to buildings, structures, materials, and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall be not less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance. If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers the work.

21.9 The Contractor shall provide installation floater insurance to protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials, products and equipment not otherwise covered under builder's risk insurance while in warehouses or storage areas, during installation, during testing, and after the work is completed. Equipment such as pumps, motors, engine-generators,

compressors, process equipment, switchgear, transformers, panel boards, control equipment, and other similar equipment shall be insured under installation floater insurance when the aggregate value of the equipment exceeds \$10,000.

- 21.10 If the work does not include the construction of building structures or installation of equipment, the builder's risk insurance and installation floater insurance may be omitted.

22. CONTRACT SECURITY

- 22.1 A Payment Bond in the amount of 100 percent of the contract price and a Performance Bond in the amount of 100 percent of the contract price shall be required in the form set forth in the Contract Documents.

23. ASSIGNMENTS

- 23.1 In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

24. INDEMNIFICATION

(RESERVED)

25. SEPARATE CONTRACTS

(RESERVED)

26. SUBCONTRACTING

- 26.1 The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.

27. ENGINEER'S AUTHORITY

- 27.1 The Engineer may appoint such resident project representatives as he may desire. Scope of the resident project representative's authority will extend to all parts of the work and to the preparation and manufacture of the materials to be used. A resident project representative is placed on the work to keep the Engineer and Owner informed as to the progress of construction and the manner in which it is being done and also to call to the attention of the Contractor any deviation from the Drawings and Specifications.

27.2 The resident project representatives have the authority to reject defective material or work that is being improperly done subject to the final decision of the Engineer. The resident project representatives are not authorized to revoke, alter, enlarge, or relax the provisions of these conditions, nor are they authorized to approve or accept any portion of the completed work, or to issue instructions contrary to the Drawings and Specifications.

27.3 The Contractor may request written instructions from the Engineer upon any important items which lie within the resident project representative's jurisdiction.

28. LAND AND RIGHTS-OF-WAY

28.1 In the event all land and rights-of-way have not been obtained as herein contemplated before construction begins, the Contractor shall begin the work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or to withdraw from the Contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay such determination to be set forth in writing.

29. GUARANTY

(RESERVED)

30. ARBITRATION

(RESERVED)

31. TAXES

(RESERVED)

32. CONFLICTING CONDITIONS

32.1 Any provision in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in the General Conditions or the Federal Regulations shall be void to the extent of such conflict or inconsistency except if when and as clarified by the Supplemental General Conditions. Interpretations of any conflicts not clarified may be requested by the Contractor in writing to the Engineer. In the event of conflicts between funding agency documents, the more restrictive will apply.

- 32.2 In case of unresolved conflict between items of the Contract Documents, the following order of precedence shall govern, with the higher item taking precedence over a lower item:

Contract (including Supplemental Agreements and Change Orders thereto)
Addenda
Bid Proposal
Supplemental General Conditions
General Conditions
Specifications
Governing Standard Specifications
Schedules on Drawings
Notes on Drawings
Details on Drawings
Large Scale Drawings
Small Scale Drawings
Dimensions Given in Figures
Scaled Dimensions

- 32.3 In the event of any discrepancy between any drawing and the figure written thereon, the figures, unless obviously incorrect, shall be taken as correct.

33. REQUIRED PROVISIONS DEEMED INSERTED

- 33.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

34. PROHIBITED INTEREST

- 34.1 No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- 34.2 No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material, supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

35. USE OF PREMISES AND REMOVAL OF DEBRIS

35.1 The Contractor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property;
- (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- (c) To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work;
- (d) To clean up frequently all refuse, rubbish, scrap materials and debris caused by these operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
- (e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- (f) To effect all cutting, fitting or patching of his work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.

36. ESTIMATE OF QUANTITIES

36.1 Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the Contract Documents including the proposal, they are given for use in comparing Bids, and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract, and such increase or decrease shall in no way nullify this Contract, nor shall any such increase or decrease give cause for claims or liability for damages.

37. CONTRACTOR'S OBLIGATIONS

37.1 The Contractor shall in good workmanlike manner perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings covered by this Contract and all supplemental drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the Work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

37.2 The Contractor shall restore disturbed areas to original or better condition.

37.3 When work performed under this Contract is in areas where easements and working agreements have been obtained by the Owner on private properties, it shall be the responsibility of the Contractor to protect trees, shrubs, gardens, etc., inasmuch as is possible and to restore said properties to the satisfaction of the property owners, said protection and restoration shall include but not be limited to the fencing off of trees and shrubs, transplanting of trees and shrubs, etc., replacing topsoil removed with topsoil of equal or better quality, regrassing, and replacing fences. All expenses for said protection and restoration shall be borne by the Contractor, and no separate payment shall be made for this work.

37.4 When work is done on private property in easements and working agreements obtained by the Owner, the Contractor shall furnish affidavits from the property owners attesting to the fact that their property has been satisfactorily restored before that portion of the work will be considered for final payment.

38. PAYMENTS BY CONTRACTOR

38.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

39. INFORMATION TO BE FURNISHED

39.1 Contractor shall fill out all questionnaire forms completely in preparing his Bid and after award shall supply to the Engineer all pertinent information required.

40. WAIVER

40.1 It is expressly understood and agreed that any waiver granted by the Engineer or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same or any other terms, provisions or covenants of this Contract.

40.2 Neither the acceptance of the Work by the Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or surety under this Contract or otherwise.

41. CONNECTING OF EXISTING WORK

- 41.1 Contractor shall remove such existing masonry and piping as is necessary in order to make the proper connections to these structures at the locations shown. Also, he shall make the necessary pipeline, roadway, and other connections at the several points in order that on completion of the Contract, all required flows may flow through the several pipelines and structures. No extra payment shall be made for this work, but the entire cost of the same shall be included in the price bid for the various items of the Work to be done under this Contract.

42. PROGRAM AND METHOD OF CONSTRUCTION

- 42.1 The order or sequence of execution of the Work and the general arrangements of the construction plant to be installed shall at all times be subject to the review of the Engineer. If at any time before the commencement or during the progress of the Work, or any part of it, such features, and appliances used or to be used appear to the Engineer as insufficient, or improper, he may order the Contractor to improve their character, and the Contractor shall conform to such orders, but the failure of the Engineer to demand any increase of safety, efficiency, adequacy, or any improvement shall not release the Contractor from his obligation to secure the safe conduct and quality of the Work specified.

43. BUILDINGS AND SHANTIES

- 43.1 No shanties, camps, or buildings for the housing of men employed on the Work shall be erected on land owned or leased by the Owner unless a permit, in writing, is secured from the Owner allowing their construction. Should permission be asked and granted, the Contractor must comply with all regulations regarding the construction and maintenance of such buildings.

44. "OR EQUAL" CLAUSE

- 44.1 Any reference to an item of equipment or material by a specific manufacturer's brand or trade name in these Contract Documents is intended merely as a standard. Products or materials of other manufacturers which, in the opinion of the Engineer, are the equal of that specified considering quality, workmanship, and economy of operation and are suitable for the purpose intended, will be accepted.
- 44.2 Where the phrase "or equal" occurs in the Contract Documents, the Contractor shall not assume that materials, equipment, or methods will be approved by the Engineer unless the item has been specifically approved for this project by the Engineer.
- 44.3 The decision of the Engineer shall be final.
- 44.4 The Contractor shall provide all data required by the Engineer to verify the equality of items which the Contractor may wish to substitute for the specified items.
- 44.5 The Contractor shall verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the project.

- 44.6 In the event specified items will not be so available, the Contractor shall notify the Engineer prior to receipt of bids.
- 44.7 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back charged as necessary and shall not be borne by the Owner.
- 44.8 In cases where experience clauses are used, an alternate bond or cash deposit may be accepted from manufacturers which do not meet the specified experience period. The bond or cash deposit provided by the manufacturer or supplier will guarantee replacement of the equipment or process in the event of failure or unsatisfactory service. The period of time for which the bond or cash deposit is required shall be the same as the experience period of the time specified.

45. CONSTRUCTION METHODS AND PROTECTION OF PROPERTIES

- 45.1 Cooperation with Utilities - The Contractor shall be cooperative at all times with all utilities, or their duly authorized agent or contractor, installing or connecting new services and shall coordinate all phases of the work with said utilities to avoid unnecessary delays or complications.

45.2 Damage to Property

- (a) The Contractor is warned to prevent excessive dust or air pollution that may disfigure or soil any public or private facilities. The use of water sprinklers or other approved devices to reduce dust will be necessary if such is the case. Additionally, in cases of heavy rains or storms, every effort shall be made to prevent mud or water which may result due to the construction from accumulating on or damaging any property or any private owner.
- (b) Contractor shall use special care in working in areas where the right-of-way crosses private property. Contractor shall also replace, at his/her own expense, any existing water pipes, power lines, communication lines, or other public utilities, roads, drain pipes, sewers, drainage ditches, and all plantings including grass and/or sod on private property. The site shall be left in its present condition after all cleanup work has been done. Any damage to drainage pipes, water pipes, local sewers, plantings (including grass and/or sod), utilities, roads, parking space, or other structures shall be repaired and replaced immediately in the condition found. Such repairs and replacement shall be at the expense of the Contractor.

45.3 Existing Sanitary, Combined and/or Storm Sewers

- (a) Whenever existing sewers are broken or damaged as a result of traffic or excavation by the Contractor, the maintenance, replacement, and/or repairs to the damaged existing sanitary, combined, and/or storm sewer shall be the Contractor's responsibility, except as otherwise provided for on the Drawings and in the Contract Documents, or as authorized by the Engineer, and the expense of maintaining, repairing, replacing, or connecting to existing sewers shall be borne by the Contractor.
- (b) No separate payment will be made for handling sewage from existing sewers or interrupted connections, since it shall be the responsibility of the Contractor

to maintain services until such time as the proposed or relocated sewers can be constructed. If the Contractor should damage any existing sewer, such that it affects the public interest, health, or general welfare, the Contractor shall replace or repair that sewer at his/her own expense as directed by the Engineer.

- (c) Contractor shall make all connections to existing sewerage facilities as shown on the Drawings.

46. SEWAGE, SURFACE, AND FLOOD FLOWS

- 46.1 The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling any sewage, seepage, storm, surface, and flood flows which may be encountered at any time during the construction of the Work. The manner of providing for these flows shall meet the approval of the Engineer, and the entire cost of said work shall be included in prices bid for the various items of the Work to be done under this Contract.
- 46.2 The Contractor will minimize siltation and bank erosion during construction.
- 46.3 During the period of construction the Contractor shall cooperate with the Owner's employees in maintaining all existing collection, pumping, and treatment facilities in operation. The cost of any temporary conveyances or bypass pumping shall be included in the price bid for other items of work under this Contract, as no separate payment will be made.
- 46.4 The Contractor shall not discharge or allow discharge of pollutants, as defined in the Clean Water Act, including fill and sediment, into waters of the State or United States, including wetlands, unless authorized by an appropriate State or Federal permit. This prohibition specifically applies to silt and sediment in storm water runoff and in water pumped from trenches and excavations.
- 46.5 In the event that pollutants are discharged or otherwise released to the environment as the result of the Contractor's negligence or unlawful conduct, it is understood and agreed that the Contractor shall bear all risks associated with such release(s), shall indemnify the Owner and the Engineer from any liabilities resulting from the release(s), and shall not make any claim for additional compensation for delays or damage resulting from such release(s).

47. OBSTRUCTIONS ENCOUNTERED

- 47.1 In addition to showing the structures to be built under this Contract, the Drawings show certain information obtained by the Owner regarding the pipelines and other structures which exist along the site of the Work, both at and below the surface of the ground. The Owner expressly disclaims any responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing structures and pipelines, and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, said structures and pipelines being shown only for the convenience of the Contractor who must verify the information to his own satisfaction. The giving of this information upon the Drawings will not relieve the Contractor of his obligations to support and protect all pipelines and other structures which may be encountered

during the construction of the work and to make good all damages done to such pipelines and structures as provided in these Supplemental General Conditions.

48. USE OF STREETS

- 48.1 During the progress of the Work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Owner from any expense whatsoever due to his operations over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings such as in the opinion of the Engineer are necessary to reasonably accommodate the public and to provide access to needed private driveways. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done and will deduct the cost of such work from any monies due or to become due the Contractor under this Contract, but the performance of such work by the Owner or at its insistence shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the Work.
- 48.2 Required line crossings of all streets and roads shall be done in accordance with the applicable state Department of Transportation procedures.
- 48.3 Contractor will be permitted to close a street when necessary for the proper prosecution of the work. The Contractor shall keep the Police and Fire Department continuously informed as to his intentions to close streets and give the Police Department sufficient notice in order that "No Parking" signs may be placed at the proper time to clear the street for construction.
- 48.4 The Contractor shall maintain property barricades and flagmen to detour traffic.
- 48.5 At all times the Contractor is responsible for damage to city and county streets as a result of their use in this project. The streets must be kept clear of all dirt, stone, or other debris. All debris, dirt, etc., whether caused by rains, storms, spillage from trucks or otherwise, shall be kept out of sewers. The Contractor is responsible for and may not plead ignorance of city and county ordinances and amendments thereto that may affect this use of streets or sewers.

49. CONSULTING AND RESIDENT OBSERVATION SERVICES DURING CONSTRUCTION

- 49.1 In providing the Owner with consulting services and resident project representation during construction, the Engineers and their employees do not assume any duty to supervise construction means or methods and safety procedures followed by any contractor, subcontractor and/or their respective employees or to any other person; nor for any public liability or for property damage caused through acts of the Contractor, subcontractor and/or their respective employees or any other person.

50. SAFETY AND HEALTH REGULATIONS

- 50.1 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).
- 50.2 Contractor shall allow free access to any Department of Labor Representative for inspection purposes.

51. ACCESS BY REPRESENTATIVES OF GOVERNMENTAL AGENCIES

- 51.1 The authorized representatives and agents of all governmental agencies involved in this project shall have access to the work at all times and shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. Contractor shall provide proper facilities for the access and inspection of the work by such persons.

52. LOCAL AND STATE LAWS

- 52.1 The Contractor shall abide by all local and State laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

53. NEW JOB OPPORTUNITIES (WHERE REQUIRED BY FUNDING AGENCY ONLY)

- 53.1 The Contractor shall:
 - (a) To the maximum extent practicable, follow hiring and employment practices which will assure that performance of the Work results in new job opportunities for the unemployed and the underemployed; and
 - (b) Insert or cause to be inserted the same or similar provisions in each construction subcontract.

54. CONSTRUCTION RESTRICTIONS

- 54.1 Heavy construction machinery shall not be used within 500 feet of residential areas between the hours of 10:00 p.m. and 7:30 a.m.
- 54.2 No blasting or drilling shall be performed within 500 feet of residential areas between the hours of 10:00 p.m. and 7:30 a.m.

55. LEAD BASE PAINT AND JOINT SEALERS

- 55.1 No lead-based paints, protective coatings or joint sealers may be used on this project.

56. SUSPENSION AND RESUMPTION OF CONTRACT

- 56.1 Pursuant to the conditions as set out in the Specifications for hot asphaltic concrete binder and surface courses with particular reference to the limitations or temperature and weather conditions, the Owner may at its option and upon written notice, suspend the Contract over the winter and bad weather months. The Contract may then be resumed when weather conditions will permit the application of the above pavement, at the discretion of the Engineer. The notice to resume said contract shall be in writing. The suspended period will in no way be counted against the Contractor's allotted time to do the entire work.
- 56.2 This provision does not relieve the Contractor of the responsibility to maintain existing work already completed or any other responsibilities of the Contract; nor shall the Contractor, upon the basis of this fair notice herein; be eligible to make claim for or receive any damages for loss of overhead, plant expense, or anticipated profits, nor any other expenses incurred due to delay.

57. ABANDONMENT OR TERMINATION OF CONTRACT

- 57.1 For contracts over \$10,000, the Owner reserves the right to abandon the Contract if it will be in the Owner's best interest. The Contractor will be paid a fair payment, as negotiated with the Owner, for the work completed to date.

58. EVIDENCE OF PAYMENT

- 58.1 Contractor may be asked to present acceptable evidence from time to time that all bills have been paid for labor, materials, and equipment for which payment on account has been made in monthly estimates. Before final payment is made, Contractor shall, if required by the Owner, present sworn affidavit that all labor, materials, equipment, and service engaged for the work have been paid in full and that there are no outstanding debts or liens on any portions of the work.

59. ACCESSIBILITY OF RECORDS (PROJECTS WITH FEDERAL FUNDS ONLY)

- 59.1 The Owner, representatives of applicable federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives, for a period of three years beyond completion of the Contract, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Project for the purpose of making audit, examination, excerpts, and transcriptions of contracts in excess of \$10,000.

60. WORK WEEK, OVERTIME PAY, SHOW-UP PAY, AND ON-CALL PAY

- 60.1 All work performed under this Contract shall be performed on a 40-hour work week basis and shall include not only the prime Contractor but any and all subcontractors. The 40-hour work week shall be established by the Contractor at the Preconstruction Conference. Any deviation from the established work week will be approved in advance in writing by the Owner. Any additional cost incurred by the Owner due to deviations from the established work week will be borne by the Contractor. The Contractor shall provide written acknowledgment that he will pay

any overtime cost incurred by the Owner at the time of requesting an increase in the 40-hour work week.

- 60.2 The Contractor will be assessed for each hour of overtime incurred by the Engineer's field representative(s) as a result of extended work hours (i.e., a total of more than 40 hours per calendar week) by the Contractor or his subcontractors.
- 60.3 If the Contractor advises the Engineer's field representative(s) that he will work on a particular day and subsequently decides not to work and does not so advise the representative(s) before he departs for the job site, the Contractor will be assessed an amount equal to 2 hours of the representative's time for "show-up" pay plus round-trip travel time and mileage. Show-up pay will not be assessed in the event of inability to work due to unanticipated inclement weather.
- 60.4 If the Contractor requests that the Engineer's field representative(s) be available to work on a weekend or a holiday but does not actually commit to work, the Contractor will be assessed an amount equal to 2 hours of the representative's time for "on-call" pay for each day that the Contractor so requests.
- 60.5 The above assessments for field representative's overtime pay, show-up pay, and on-call pay will be deducted as a separate line item on the Contractor's next progress payment request. Unless otherwise stated, the Engineer's field representative's time will be assessed at \$80.00 per hour for regular time and \$120.00 per hour for overtime.

END OF SECTION

SUPPLEMENTAL GENERAL CONDITIONS FOR GEORGIA

1. Local and State Laws

The provisions of Chapter 9 of Title 25 of the Official Code of Georgia Annotated (O.C.G.A.) known as the Georgia Utility Facility Protection Act (and all amendments thereto), enacted by the General Assembly of the State of Georgia, is in its entirety to be considered a part of these documents.

2. Water Quality

The Georgia Department of Natural Resources Environmental Protection Division NPDES Permit No. GAR 100000 for Storm Water Discharges from Construction Activities requirements, in their entirety, shall be considered a part of these documents.

3. Land Disturbance Activity Permit

The provisions of Chapter 7 of Title 12 of the O.C.G.A., Section 12-7, known as the Georgia Erosion and Sediment Act of 1975 (and all amendments thereto), enacted by the General Assembly of the State of Georgia, is in its entirety to be considered a part of these documents.

4. Contractor Licensing

The provisions of the O.C.G.A. Section 43-14 (and all amendments thereto), enacted by the General Assembly of the State of Georgia, is in its entirety to be considered a part of these Specifications.

5. Escrow Account of Contractor Retainage

If applicable, the Owner will set up separate escrow account for deposit of retainage due Contractor in accordance with the provisions of the O.C.G.A., Sections 13-10-80, 13-10-81, 13-10-82, and 13-10-83 (and all amendments thereto), are in their entirety to be considered a part of these Specifications.

6. Conflicts Between Documents

In the event of conflicts between funding agency documents, the more restrictive shall apply.

DIVISION 01

GENERAL REQUIREMENTS

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work described in these Contract Documents consists of furnishing, delivering, and installing all materials, equipment, and products for the construction of the Fort Oglethorpe Municipal Court Renovations within Fort Oglethorpe City Hall Building as shown on the Drawings and specified herein.
- B. Furnish all materials, power, equipment, tools, labor, transportation, and other items necessary or convenient to the Contractor for the installation of the equipment, materials, and products specified or described in these Contract Documents and for the completion of all work to be performed by the Contractor as specified herein.
- C. The Work generally includes selective demolition, architectural renovations, courtroom improvements, interior finishes, accessibility improvements, mechanical modifications, electrical modifications, and related work required for a complete and operational installation.

1.2 PROJECT COORDINATION

- A. The Contractor shall be responsible for project coordination, which includes but is not limited to the following:
 - 1. Work of employees and subcontractors under contract to him. Conduct work to ensure compliance with schedules.
 - 2. Submission of all invoices, progress schedules, progress reports, progress estimates, and other data needed in support of requests for payment.
 - 3. Product and equipment deliveries adequate to maintain the schedule of construction. Report noncompliance to Owner with a recommendation for remedy.
 - 4. Obtaining and use of all temporary structures, offices, storage sheds, and utilities.
 - 5. Obtaining any required building permits, special permits, and approvals from all authorities having jurisdiction.
 - 6. Testing laboratory activities associated with Contractor's scope of work.
 - 7. Check-out of systems and equipment and start-up operations.
 - 8. Work and operations between the Contractor and all trades in such a manner that no union labor dispute of jurisdiction arises regarding unloading, handling, installations, and connections to utilities and otherwise of the various items in the various trades.

9. Coordination of construction activities with Municipal Court operations, City Hall personnel, Owner representatives, and other contractors performing work within the facility.

1.3 SUBSTANTIAL COMPLETION

- A. The work will not be considered to be fully functional and usable by the Owner for its intended purposes and will not be considered substantially complete until the following items are submitted.
 1. Copies of specified inspection and test reports and certifications on materials.
 2. Copies of written warranties on equipment and products in accordance with Section 01 78 36, Warranties and Bonds.
- B. In addition to the above submissions, the work will not be considered to be fully functional and useful by the Owner for its intended purposes and will not be accepted as substantially complete until all of the following components and/or items have been completed.
 1. Architectural renovations.
 2. Courtroom improvements and associated interior renovations.
 3. Mechanical modifications.
 4. Electrical modifications.
 5. Accessibility improvements.
 6. Installation and successful operation of all systems and equipment included in the Contract.
 7. Final cleaning of all construction areas.
 8. Completion of punch list items required for occupancy and intended use.

END OF SECTION

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section establishes operational restrictions and coordination requirements governing Contractor activities within the occupied Fort Oglethorpe City Hall facility.
- B. Coordinate Work to minimize disruption to Municipal Court operations, City personnel, and public access.

1.2 OWNER OCCUPANCY

- A. The Owner will occupy portions of the building during the entire construction period.
- B. Conduct Work to permit continued operation of City Hall and Municipal Court functions.
- C. Maintain access to occupied areas, exits, corridors, and life safety systems at all times unless temporary interruptions are approved by the Owner.
- D. Coordinate all construction activities with the Owner.

1.3 COURT OPERATIONS

- A. Municipal Court operations may continue during portions of construction.
- B. Coordinate Work activities with the Owner to avoid disruption of scheduled court proceedings.
- C. Courtrooms, judicial offices, clerk offices, and public access areas shall remain operational except during approved construction periods.
- D. Provide a minimum of seventy-two (72) hours advance notice of activities that may affect court operations.
- E. Immediately suspend disruptive activities when directed by the Owner during court proceedings.

1.4 WORKING HOURS

- A. Working hours shall be coordinated with the Owner.
- B. Work outside approved hours shall require Owner approval.
- C. No Work shall be performed on City-observed holidays without Owner approval.

1.5 NOISE AND VIBRATION RESTRICTIONS

- A. Activities generating excessive noise or vibration shall be coordinated with the Owner in advance.
- B. Drilling, coring, demolition, hammering, and similar operations may be restricted during court proceedings or other City activities.
- C. Sequence Work to minimize disruption to building occupants.

1.6 UTILITY INTERRUPTIONS

- A. Interruptions of electrical service, HVAC systems, water service, communications systems, fire alarm systems, or other building services shall be minimized.
- B. Utility interruptions shall be coordinated with the Owner a minimum of seventy-two (72) hours in advance.
- C. Utility interruptions shall occur only at times approved by the Owner.
- D. Planned utility outages shall not proceed without Owner authorization.

1.7 TEMPORARY CLOSURES

- A. Temporary closure of rooms, corridors, entrances, exits, or other occupied areas shall be coordinated with the Owner.
- B. Submit requests for temporary closures at least seventy-two (72) hours prior to the proposed closure.
- C. Emergency egress shall be maintained at all times.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTIONS (Not Applicable)

END OF SECTION

SECTION 01 22 00

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions or General Provisions and other Division 1 specification sections, apply to this section.

1.2 LUMP SUM PRICES

- A. Lump sum prices shall include all items of work shown on the Drawings, specified, or otherwise required or necessary for complete, working systems including work, services, fees, equipment or material not specifically listed, overhead, profit, and applicable taxes.

1.3 SCHEDULE OF VALUES

- A. A "Schedule of Values" is required to facilitate payment for partial completion of lump sum items as the project progresses.

PART 2 - PARTIAL PAYMENT

- A. Partial payment may be made for stored material on site, providing:
 - 1. The material meets the specifications outlined elsewhere in these documents.
 - 2. The material is stored according to the recommendations of the Engineer and/or manufacturer.
 - 3. The Contractor submits copies of all shipping invoices for the stored materials delivered to the site.

PART 3 - MEASUREMENT AND PAYMENT

3.1 MEASUREMENT AND PAYMENT

- A. Measurement and payment for all items of work shown on the Drawings, specified, or otherwise required or necessary for complete, working systems shall be made at the lump sum prices listed in the Bid Schedule. No separate payment shall be made for items of work, services, fees, or equipment not specifically listed, but payment for those items shall be included in the payment for items listed.

END OF SECTION

SECTION 01 29 76

APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the Engineer.

1.2 RELATED DOCUMENTS

- A. Contract between Owner and Contractor.
- B. General Conditions: Progress Payments, Retainages and Final Payment.
- C. Section 01 78 00, Project Closeout.

1.3 FORMAT AND INFORMATION REQUIRED

- A. Review preliminary application with resident project representative.
- B. Submit applications typed on forms acceptable to the Owner.
- C. Provide itemized data on application:
 - 1. Format, schedules, line items, unit prices, units completed by month and project-to-date, and values.
 - 2. Project photographs illustrating progress of work during the period.
 - 3. Documentation of employee wages, as requested.

1.4 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated.
 - 3. Execute certification with signature of a responsible officer.
- B. Continuation Sheets
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to nearest dollar, or as specified for the Bid Schedule.
3. List each Change Order executed prior to date of submission. List by Change Order number and description, as for an original component item of work.
4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment along with the material location report (see Section 01 32 00, Schedules and Reports).

1.5 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. Substantiating Data. When the Owner or the Engineer requires substantiating data, submit suitable information, with a cover letter identifying:
 1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.

1.6 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in application form as specified for progress payments.

1.7 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the times stipulated in the Contract.
- B. Number: Six copies of each application.

1.8 PROCESSING OF PERIODIC APPLICATIONS FOR PAYMENT

- A. No applications for payment for work under this Contract will be processed until the Contractor's Preliminary Construction Schedule, Submittal Tabulation, and Schedule of Values are submitted in accordance with the requirements of Section 01 32 00, Schedules and Reports.
- B. No further applications for payment will be processed after the due date of the Contractor's Construction Schedule and Submittal Schedule until both schedules are submitted in conformance with the requirements of Section 01 32 00, Schedules and Reports.

- C. No applications will be processed for stored materials unless the application is accompanied with copies of original paid invoices and the Material Location Report specified in Section 01 32 00, Schedules and Reports.
- D. No further applications for payment will be processed after the expiration of the Contract Time, including approved extensions thereof, until the date of Substantial Completion as described in these Contract Documents.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.1 SCOPE

- A. This section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Pre-Construction Conference.
 - 2. Pre-Installation Conferences.
 - 3. Coordination Meetings.
 - 4. Progress Meetings.
- B. Construction schedules are specified in another Division 1 section.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplemental Conditions and other Division 1 specification sections, apply to this section.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Attend and participate in a pre-construction conference and organizational meeting at the project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees. The Owner, Engineer and their consultants, the contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda. Discuss items of significance that could affect progress including such topics as:
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Designation of responsible personnel.
 - 4. Procedures for processing field decisions and Change Orders.
 - 5. Procedures for processing Applications for Payment.
 - 6. Distribution of Contract Documents.
 - 7. Submittal of shop drawings, product data and samples.
 - 8. Preparation of record documents.
 - 9. Use of the premises.
 - 10. Office, work and storage areas.
 - 11. Equipment deliveries and priorities.
 - 12. Safety procedures.
 - 13. First aid.

14. Security.
15. Housekeeping.
16. Working hours.

1.4 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the site before each construction activity that requires coordination with other construction. The installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Engineer of scheduled meeting dates.
 1. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
 - a. Contract documents.
 - b. Options.
 - c. Related change orders.
 - d. Purchases.
 - e. Deliveries.
 - f. Shop drawings, product data and quality control samples.
 - g. Possible conflicts.
 - h. Compatibility problems.
 - i. Time schedules.
 - j. Weather limitations.
 - k. Manufacturer's recommendations.
 - l. Compatibility of materials.
 - m. Acceptability of substrates.
 - n. Temporary facilities.
 - o. Space and access limitations.
 - p. Governing regulations.
 - q. Safety.
 - r. Inspection and testing requirements.
 - s. Required performance results.
 - t. Recording requirements.
 - u. Protection.
 2. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Engineer.
 3. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.

1.5 COORDINATION MEETINGS

- A. Conduct project coordination meetings at regularly scheduled times convenient for all parties involved. Project coordination meetings are in addition to specific meetings held for other purposes, such as regular progress meetings and special pre-installation meetings.

- B. Request representation at each meeting by every party currently involved in coordination or planning for the construction activities involved.
- C. Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

1.6 PROGRESS MEETINGS

- A. Conduct progress meetings at the project site at regularly scheduled intervals but not less than monthly. Notify the Owner and Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- B. Attendees. In addition to representatives of the Owner and Engineer, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- C. Agenda. Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
 - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 - 2. Contractor's Submittal Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Submittal Schedule, whether on time or ahead or behind schedule. Determine how submittals behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the contract time.
 - 3. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Deliveries.
 - e. Off-site fabrication problems.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and services.
 - i. Hours of work.
 - j. Hazards and risks.
 - k. Housekeeping.
 - l. Quality and work standards.
 - m. Change Orders.
 - n. Documentation of information for payment requests.

D. Reporting. No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

1. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 32 00

SCHEDULES AND REPORTS

PART 1 - GENERAL

1.1 SUMMARY

- A. General. This section specifies administrative and procedural requirements for schedules and reports required for proper performance of the work.
- B. Coordination. Each prime Contractor shall closely coordinate scheduling and reporting with the scheduling and reporting of other prime Contractors.
- C. Schedules required include:
 - 1. Preliminary Construction Schedule, including Submittals Tabulation.
 - 2. Contractor's Construction Schedule.
 - 3. Submittal Schedule.
 - 4. Schedule of Values.
- D. Reports required include:
 - 1. Daily Construction Reports.
 - 2. Material Location Reports.
 - 3. Field Correction Reports.
 - 4. Spare Parts Inventory Reports.
 - 5. Equipment Start-up Report and Certifications.
- E. Project meeting minutes are included in Section 01 31 19, Project Meetings.
- F. Inspection and test reports are included in Section 01 40 00, Quality Control Services.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 specification sections, apply to this section.

1.3 PRELIMINARY CONSTRUCTION SCHEDULE

- A. Bar Chart Schedule. Submit a preliminary horizontal bar chart type construction schedule within seven days of the date established for commencement of the work.
- B. Bar Chart Schedule. The Contractor for General Construction shall submit a preliminary horizontal bar chart type construction schedule, with a copy to each prime Contractor, within seven days of the date established for commencement of the work. Within five working days of this submittal, each other prime Contractor shall submit a matching preliminary horizontal bar chart schedule showing their construction operations sequenced and coordinated with general construction.

1. Provide a separate time bar for each significant construction activity. Coordinate each element on the schedule with other construction activities. Schedule each construction activity in proper sequence. Provide a continuous vertical line to identify the first working day of each week.
 2. Indicate completion of the work in advance of the date established for substantial completion.
 3. If adjustments are necessary for sequencing and coordination of the work, the Contractor for general construction shall arrange a meeting with the other prime Contractors at the earliest possible date. At this meeting each prime Contractor shall negotiate reasonable adjustments to their schedules.
- C. Submittal Tabulation. With the submittal of the preliminary construction schedule, include a tabulation by date of submittals required during the first 90 days of construction. List those submittals required to maintain orderly progress of the work, and those required early because of long lead time for manufacture or fabrication.
1. At the Contractor's option, submittal dates may be shown on the schedule, in lieu of being tabulated separately.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar Chart Schedule. Prepare a comprehensive, fully developed, horizontal bar chart type Contractor's construction schedule based on the preliminary construction schedule and on whatever updating and feedback was received since the start of the project.
- B. Bar Chart Schedule. The Contractor for general construction shall secure time commitments for performing critical construction activities from each of the other prime Contractors and shall prepare a combined construction schedule for the entire project. The Schedule shall be a comprehensive, multi-sheet, integrated, fully developed horizontal bar chart type schedule (Microsoft Project 2003, or similar) based on the preliminary construction schedules and reflecting updating and feedback received since the start of the project.
1. Submit the schedule within 30 calendar days of the date established for commencement of the work, unless a longer time has been requested and approved.
 2. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week.
 - a. If practical, use the same breakdown of units of the work as indicated in the "Schedule of Values."
 3. For significant construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within the time bar. As work progresses, place a contrasting mark in each bar to indicate actual completion percentage.

4. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data clearly for the entire construction period.
 - a. Show the activities of each prime contract on a separate sheet.
 - b. Prepare a simplified summary sheet indicating the combined construction activities of the prime contracts.
 5. Secure time commitments for performing critical elements of the work from parties involved. Coordinate each element on the schedule with other portions of the work; include minor elements involved in the overall sequence of the work. Show each construction activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the work. Show critical path activities or elements.
 6. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other required schedules and reports.
 7. Indicate completion of the work in advance of the date established for substantial completion. Indicate substantial completion on the schedule to allow ample time for the Engineer's administrative procedures necessary for certification of substantial completion.
- C. Work Stages. Use crosshatched bars to indicate important stages of construction for each major portion of the work.
- D. Such stages include, but are not necessarily limited to:
1. Subcontract awards.
 2. Purchases.
 3. Mockups.
 4. Fabrication.
 5. Sample testing.
 6. Deliveries.
 7. Installation.
 8. Testing.
 9. Adjusting.
 10. Curing.
 11. Start-up and placement into final use and operation.
- E. Distribution. Following the Engineer's response to initial submittal of the Contractor's construction schedule, print and distribute copies to the Engineer, Owner, separate contractors, subcontractors, suppliers, fabricators, and other parties required to comply with scheduled dates.
1. Post copies of the schedule in the project meeting room and temporary field office.
 2. When revisions are made, distribute the updated schedule to the same parties and post in the same locations. Delete parties from distribution when they have

completed their assigned portion of the work and are no longer involved in performance of construction activities.

- F. Schedule Updating. Revise the schedule immediately after each meeting or other activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.5 SUBMITTAL SCHEDULE

- A. Prepare a complete submittal schedule concurrent with the development of the Contractor's construction schedule. Submit the schedule within 30 calendar days of the date established for commencement of the work, unless a longer period has been requested and approved.
 - 1. Coordinate submittal schedule with the list of subcontracts, Schedule of Values, and the list of products specified in Section 01 60 00, Materials and Equipment, as well as the Contractor's construction schedule.
 - 2. Prepare the schedule in chronological order; include submittals listed on the tabulation of submittals required during the first 90 days of construction. Provide the following information on the schedule:
 - a. Schedule date for the first submittal.
 - b. Related section number.
 - c. Submittal category.
 - d. Name of subcontractor.
 - e. Description of the part of the work covered.
 - f. Scheduled date of the Engineer's final release or approval.
 - 3. Scheduled submittal dates shall be staggered.
 - 4. Items of a critical nature shall be prioritized and so noted.
 - 5. Scheduled final release or approval dates shall be coordinated with construction schedule.
- B. Distribution. Following the Engineer's response to initial submittal, print and distribute the schedule to the Engineer, Owner, separate Contractors, subcontractors, suppliers, fabricators, and other parties required to comply with submittal dates indicated.
 - 1. Post copies in the project meeting room and temporary field office.
 - 2. When revisions are made, distribute the updated schedule to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned part of the work and are no longer involved in the performance of construction activities.
- C. Schedule Updating. Revise the schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.6 SCHEDULE OF VALUES

- A. Prepare and submit a schedule of values established in the Agreement within 15 days of the date established for commencement of the work.
 - 1. Refer to Section 01 22 00, Measurement and Payment, for a listing of categories of work where unit prices are required.
 - 2. Refer to individual specification sections for portions of the work where the establishment of unit prices is required. Methods of measurement and pricing are specified in these sections.
- B. Prepare the schedule in tabular form, including the following items:
 - 1. Name of the part of the work.
 - 2. Related specification section.
 - 3. Name of subcontractor assigned.
 - 4. Unit of measurement.
 - 5. Price per unit.
- C. Distribution. Distribute to the Owner, Engineer, and each party involved in performance of the portion of the work, where established unit prices could come into force and effect.
- D. Following review by the Owner and Engineer, revise the schedule of values to correct any elements which the Owner and Engineer find unacceptable. After revision, the schedule of values shall be submitted for further review.

1.7 REPORTS

- A. Daily Construction Reports. Prepare a daily construction report, recording the following information concerning events at the site; and submit duplicate copies to the Engineer at weekly intervals:
 - 1. List of subcontractors at the site.
 - 2. List of separate contractors at the site.
 - 3. Approximate count of personnel at the site.
 - 4. High and low temperature, general weather conditions.
 - 5. Accidents (refer to accident reports).
 - 6. Meetings and significant decisions.
 - 7. Unusual events (refer to special reports).
 - 8. Stoppages, delays, shortages, losses.
 - 9. Meter readings and similar recordings.
 - 10. Emergency procedures.
 - 11. Orders and requests of governing authorities.
 - 12. Change Orders received, implemented.
 - 13. Substantial completions authorized.
- B. Material Location Reports. At monthly intervals prepare a comprehensive list of materials delivered to and stored at the site. The list shall be cumulative, showing materials previously reported plus items recently delivered. Include with the list a statement of progress on and delivery dates for all materials or items of equipment

being fabricated or stored away from the building site. Submit copies of the list to the Engineer at monthly intervals.

- C. Field Correction Report. When the need to take corrective action that requires a departure from the Contract Documents arises, prepare a detailed report including a statement describing the problem and recommended changes. Indicate reasons the Contract Documents cannot be followed. Submit a copy to the Engineer immediately.

1.8 LOGS

- A. RFI Log. Maintain a tabular log of all Requests for Information (RFI). Number RFIs in a sequential manner. Note date of request and date of response for each. Update the RFI log monthly and distribute at the monthly progress meeting.
- B. Shop Drawing and Product Data Submittal Log. Maintain a tabular log of all shop drawing and product data submittals. Number submittals in a sequential manner. Note dates of initial submittal, first return, resubmittal, second or final return along with Engineer's action noted for each submittal. Update the shop drawing submittal log monthly and distribute at the monthly progress meeting.
- C. Change Order Request/Proposal Log. Maintain a tabular log of all change order requests/proposals. Number change order requests/proposals in a sequential manner. Note date of submittal, brief description of covered work, proposed price, requested number of days (if applicable), and status (denied/approved/pending). For those that are approved, indicate in which change order they are included. Update the log monthly and distribute at the monthly progress meeting.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PAYMENT

- A. No requests for payment for work under this Contract will be processed until the Contractor's Preliminary Construction Schedule, Submittals Tabulation, and Schedule of Values are submitted in conformance with the requirements of this section.
- B. No further requests for payment will be processed after the due date of the Contractor's Construction Schedule and Submittal Schedule until both schedules are submitted in conformance with the requirements of this section.
- C. If payment is being requested for stored materials, the material location report must be included with the request for payment.

END OF SECTION

SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies administrative and procedural requirements for submittal of shop drawings, product data, and samples to verify that products, materials, and systems proposed for use comply with provisions of the Contract Documents.
- B. Shop drawings are required for all materials, products, and equipment furnished on this project, unless otherwise specified.
- C. Standard information prepared without specific reference to the project is not considered to be shop drawings.
- D. Coordination drawings are a special type of shop drawing that show the relationship and integration of different construction elements that require close and careful coordination during fabrication or during installation to fit in the restricted space provided or to function as intended.
- E. Product data include, but are not limited to, the following:
 - 1. Manufacturer's product specifications.
 - 2. Manufacturer's installation instructions.
 - 3. Standard color charts.
 - 4. Catalog cuts.
 - 5. Roughing-in diagrams and templates.
 - 6. Standard wiring diagrams.
 - 7. Printed performance curves.
 - 8. Operational range diagrams.
 - 9. Mill reports.
 - 10. Standard product operating and maintenance manuals.
- F. Samples include, but are not limited to, the following:
 - 1. Partial sections of manufactured or fabricated components.
 - 2. Small cuts or containers of materials.
 - 3. Complete units of repetitively used materials.
 - 4. Swatches showing color, texture, and pattern.
 - 5. Color range sets.
 - 6. Components used for independent inspection and testing.
- G. Administrative Submittals. Refer to other Division 1 sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
 - 1. Permits.
 - 2. Applications for payment.

3. Performance and payment bonds.
4. Insurance certificates.
5. Listing of subcontractors.

H. Inspection and Test Reports. Submittal of inspection and test reports is included under Section 01 40 00, Quality Control Services.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 specification sections, apply to this section.

1.3 CONTRACTOR'S RESPONSIBILITY

A. It is the duty of the Contractor to check all drawings, data, and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.

B. The Contractor shall determine and verify:

1. Field measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.
4. Conformance with Specifications.

C. Do not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and accepted by the Engineer.

D. Submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than 21 calendar days for checking and appropriate action from the time the Engineer receives them.

E. Stagger shop drawing submittals and indicate priority for critical delivery items on the shop drawing submittal schedule.

F. Submit four copies for the Engineer plus the number of copies the Contractor requires of descriptive or product data submittals to complement shop drawings (up to a maximum of eight copies). The Engineer will retain four sets. All blueprint shop drawings shall be submitted with one set of reproducibles and only four sets of prints. The Engineer will review the blueprints and return to the Contractor the set of marked-up prints with appropriate review comments.

G. Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of the work prior to the review by Engineer of the necessary shop drawings.

1.4 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data, and samples submitted by the Contractor is for general conformance with the design concept of the project and for general compliance with the information given in the Contract Documents. The Engineer's review and exception, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device, or item shown.
- B. The review of drawings and schedules shall not be construed:
 - 1. As permitting any departure from the Contract requirements;
 - 2. As relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.
- C. If the drawings or schedules as submitted describe variations and show a departure from the Contract requirements which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review, being so stamped and dated. Shop drawings stamped "REVISE AND RESUBMIT" and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. Make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- G. The Engineer will review a submittal/resubmittal a maximum of 3 times, after which the cost of review will be borne by the Contractor. The cost of engineering will be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "Rejected" until resubmitted.

1.5 SUBMITTAL PROCEDURES

- A. Coordination. Coordinate preparation and processing of submittals with performance of the work. Transmit each submittal to the Engineer sufficiently in advance of scheduled performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with other submittals and related activities that require sequential activity including:
 - a. Testing.
 - b. Purchasing.
 - c. Fabrication.
 - d. Delivery.
 - 2. Coordinate transmittal of different types of submittals for the same element of the work and different elements of related parts of the work so that processing will not be delayed by the Engineer's need to review submittals concurrently for coordination.
 - a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are forthcoming.
 - b. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Engineer sufficiently in advance of the work to permit processing.
- B. Submittal Preparation. Prepare and submit shop drawings in accordance with the following:
 - 1. Attach a submittal cover sheet to each copy of a shop drawing. The submittal cover sheet shall contain the following information:
 - a. Project name and Owner's name.
 - b. Contractor's name and address.
 - c. Engineer's name and address.
 - d. Specification section and title.
 - e. Drawing reference number.
 - f. Submittal number.
 - g. Space to indicate the results of the Contractor's review.
 - h. Space to indicate any deviations from the Contract Documents or comments by the Contractor.
 - i. Space approximately 8 inches wide and 4 inches high for the Engineer to indicate the results of his review and any comments.
 - 2. Each shop drawing submittal shall be assigned a sequential number, beginning with the number 1. Resubmittals shall be identified by a letter suffix (i.e., 1A, 1B, etc.).
- C. Submittal Transmittal. Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Engineer, and to other destinations, as indicated, by use of a transmittal form. Submittals received from

sources other than the Contractor will be returned to the sender without action. A separate transmittal shall be used for each shop drawing submittal.

1.6 SHOP DRAWINGS

- A. The term "shop drawings," when used in the Contract Documents, shall be considered to mean Contractor's plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as support to required shop drawings as defined above.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved before they are submitted for review by the Engineer. Contractor shall indicate whether the shop drawing complies with or deviates from the requirement of the Contract Documents.
- C. If drawings show deviations from Contract requirements because of standard shop practice or for other reasons, the Contractor shall clearly mark and describe such deviation in his letter of transmittal. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the Work in accordance with the Contract, even though such drawings have been reviewed.
- D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- E. Installation List. When requested by the Engineer, manufacturers or equipment suppliers who propose to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least 1 year.
- F. Color. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- G. Before final payment is made, the Contractor shall furnish to Engineer five sets of record drawings, all clearly revised, complete and up-to-date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrument system.

1.7 SAMPLES

- A. Furnish, for the approval of the Engineer, samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed. The Contractor shall prepay all shipping charges on samples. Materials or equipment for which samples are required shall not be used in work until approved by the Engineer.

1.8 SPECIFIC SUBMITTAL REQUIREMENTS

- A. Submit coordination drawings where required for integration of different construction elements. Show construction sequences and relationships of separate components where necessary to avoid conflicts in utilization of the space available.
- B. Highlight, encircle, or otherwise indicate deviations from the Contract Documents on the shop drawings.
- C. Do not permit shop drawing copies without an appropriate final stamp or other marking indicating the action taken by the Engineer to be used in connection with construction.
- D. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit shop drawings on sheets at least 8½ by 11 inches but no larger than 30 by 40 inches.

1.9 PRODUCT DATA

- A. Collect product data into a single submittal for each element of construction or system. Mark each copy to show which choices and options are applicable to the Project.
- B. Where product data have been printed to include information on several similar products, some of which are not required for use on the project, or are not included in this submittal, mark copies to clearly indicate which information is applicable.
- C. Where product data must be specially prepared for required products, materials, or systems, because standard printed data are not suitable for use, submit as "shop drawings," not "product data."
- D. Include the following information in product data:
 - 1. Manufacturer's printed recommendations.
 - 2. Compliance with recognized trade association standards.
 - 3. Compliance with recognized testing agency standards.
 - 4. Application of testing agency labels and seals.
 - 5. Notation of dimensions verified by field measurement.
 - 6. Notation of coordination requirements.
- E. Submittals. Submit two copies of each required product data submittal; submit two additional copies where copies are required for maintenance manuals. The Engineer will retain one copy, and will return the other marked with the action taken and corrections or modifications required.
- F. Distribution. Furnish copies of final product data submittal to manufacturers, subcontractors, suppliers, fabricators, installers, governing authorities and others as required for performance of the construction activities. Show distribution on transmittal forms.
 - 1. Do not proceed with installation of materials, products and systems until a copy of product data applicable to the installation is in the installer's possession.
 - 2. Do not permit use of unmarked copies of project data in connection with construction.

1.10 ENGINEER'S ACTION

- A. Action Stamp: The Engineer will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "NO EXCEPTIONS," that part of the work covered by the submittal may proceed, provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Final-But-Restricted Release: When submittals are marked "EXCEPTIONS AS NOTED," that part of the work covered by the submittal may proceed, provided it complies with both the Engineer's notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 3. Returned for Resubmittal: When submittal is marked "REVISE AND RESUBMIT," do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the Engineer's notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "REVISE AND RESUBMIT" to be used at the project site, or elsewhere where construction is in progress.
 4. Rejected: When submittal is marked "REJECTED," the materials, equipment, and/or methods identified in the submittal do not comply with the Contract requirements and shall not be incorporated into the work. No resubmittal of the same materials, equipment, and/or methods shall be made.
 5. Other Action: Where a submittal is primarily for information or record purposes, for special processing or other Contractor activity, the submittal will be returned, marked "Action Not Required."

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 35 00

SAFETY AND SECURITY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section establishes minimum requirements for jobsite safety, protection of occupants, protection of property, and facility security during construction.
- B. Comply with applicable federal, state, and local safety regulations.
- C. Nothing contained herein shall relieve the Contractor of responsibility for jobsite safety.

1.2 SAFETY RESPONSIBILITY

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Take all reasonable precautions for the safety of employees, subcontractors, Owner personnel, and the public.
- C. Comply with applicable OSHA requirements.
- D. Designate a responsible individual to oversee safety activities on the Project.

1.3 EMERGENCY CONTACTS

- A. Provide Owner with emergency contact information for Contractor's project superintendent and key personnel.
- B. Maintain current emergency contact information throughout construction.
- C. Provide twenty-four (24) hour emergency contact information.

1.4 FACILITY SECURITY

- A. Maintain security of the facility and construction areas at all times.
- B. Restrict Contractor personnel to approved work areas.
- C. Do not access secured municipal offices, court records storage areas, information technology rooms, evidence storage areas, or other restricted areas without Owner authorization.
- D. Secure all construction areas, materials, and equipment at the end of each workday.

1.5 PERSONNEL CONDUCT

- A. Contractor personnel shall conduct themselves in a professional manner while on Owner property.

- B. Profanity, disruptive behavior, harassment, possession of illegal substances, or possession of weapons shall not be permitted.
- C. Owner reserves the right to require removal of any individual whose conduct is determined to be unsafe, disruptive, or detrimental to facility operations.

1.6 PUBLIC SAFETY

- A. Provide barricades, warning signs, temporary barriers, and other protective measures necessary to separate construction activities from occupied areas.
- B. Protect public access routes from construction activities.
- C. Maintain safe access to entrances, exits, corridors, stairs, and accessible routes.
- D. Emergency egress routes shall remain unobstructed at all times.

1.7 FIRE SAFETY

- A. Maintain compliance with applicable fire codes and regulations.
- B. Store combustible materials in a safe manner.
- C. Maintain access to fire extinguishers, fire alarm devices, and fire protection equipment.
- D. Coordinate fire alarm shutdowns with the Owner before commencing Work.

1.8 PROTECTION OF EXISTING FACILITIES

- A. Protect existing walls, ceilings, floors, finishes, furnishings, equipment, and building systems designated to remain.
- B. Provide temporary barriers, partitions, coverings, and enclosures necessary to protect occupants and property.
- C. Repair or replace damaged property at no additional cost to the Owner.

1.9 DUST CONTROL AND HOUSEKEEPING

- A. Prevent migration of dust and debris into occupied portions of the facility.
- B. Provide temporary dust barriers and containment measures as required.
- C. Remove waste materials and debris regularly.
- D. Maintain work areas in a clean and orderly condition.
- E. Keep exits, corridors, and access routes free from obstruction.

1.10 ACCIDENT REPORTING

- A. Report accidents involving personal injury, property damage, utility damage, fire, or significant disruption of facility operations to the Owner immediately.

B. Submit written documentation of incidents upon request by the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

SECTION 01 40 00

QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include contract enforcement activities performed by the Engineer.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
 - 1. Specific quality control requirements for individual construction activities are specified in the sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, tests, and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the authorities having jurisdiction are not limited by provisions of this section.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 specification sections, apply to this section.

1.3 RESPONSIBILITIES

- A. Contractor Responsibilities. Provide inspections, tests, and similar quality control services, specified in individual specification sections and required by governing authorities, except where they are specifically indicated to be the Owner's responsibility, or are provided by another identified entity; these services include those specified to be performed by an independent agency and not by the Contractor. Costs for these services shall be included in the contract sum.
 - 1. Employ and pay an independent agency to perform specified quality control services.
 - 2. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibility.

3. Retesting: The Contractor is responsible for retesting where results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - a. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
4. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
 - a. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
 - c. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
 - d. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
 - e. Security and protection of samples and test equipment at the project site.
- B. Owner Responsibilities. The Owner will employ and pay for the services of an independent agency, testing laboratory, or other qualified firm to perform services which are the Owner's responsibility.
- C. Duties of the Testing Agency. The independent testing agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual specification sections shall cooperate with the Engineer and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
 1. The agency shall notify the Engineer and Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
 2. The agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents, or approve or accept any portion of the work.
 3. The agency shall not perform any duties of the Contractor.
- D. Coordination. The Contractor and each agency engaged to perform inspections, tests, and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition, the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1. The Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.4 SUBMITTALS

- A. The independent testing agency shall submit to the Engineer, in duplicate, a certified written report of each inspection, test, or similar service.
 1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 2. Report Data: Written reports of each inspection, test, or similar service shall include, but not be limited to:
 - a. Date of issue.
 - b. Project title and number.
 - c. Name, address, and telephone number of testing agency.
 - d. Dates and locations of samples and tests or inspections.
 - e. Names of individuals making the inspection or test.
 - f. Designation of the work and test method.
 - g. Identification of product and specification section.
 - h. Complete inspection or test data.
 - i. Test results and an interpretation of test results.
 - j. Ambient conditions at the time of sample-taking and testing.
 - k. Comments or professional opinion as to whether inspected or tested work complies with Contract Document requirements.
 - l. Name and signature of laboratory inspector.
 - m. Recommendations on retesting.

1.5 QUALITY ASSURANCE

- A. Qualification for Service Agencies. Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
 1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state in which the project is located.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General. Upon completion of inspection, testing, sample-taking, and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes.

- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION

SECTION 01 42 13

ABBREVIATIONS

PART 1 - GENERAL

1.1 GENERAL

- A. Wherever in these Specifications and Contract Documents the abbreviations, or pronouns in place of them are used, the intent and meaning shall be interpreted as specified herein.

1.2 ABBREVIATIONS

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturer's Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACPA	American Concrete Pipe Association
AEIC	Association of Edison Illuminating Companies
AFBMA	Anti-Friction Bearing Manufacturers Association
AF&PA	American Forest & Paper Association
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standard Committee
ANSI	American National Standards Institute
AMCA	Air Moving and Conditioning Association
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute
APWA	American Public Works Association
ARC	Appalachian Regional Commission
AREA	American Railroad Engineering Association
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BIA	Brick Institute of America
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcing Steel Institute
CTI	Cooling Tower Institute

DIPRA	Ductile Iron Pipe Research Association
EIA	Electronic Industries Association
EPA	Environmental Protection Agency
EPD	Georgia Environmental Protection Division
FM	Factory Mutual
FmHA	Farmers Home Administration
FS	Federal Specifications
HEI	Heat Exchange Institute
IBC	International Building Code
IEEE	Institute of Electronic and Electrical Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
IPC	Institute of Printed Circuits
ISA	Instrument Society of America
MBMA	Metal Building Manufacturers Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry
MUTCD	Manual on Uniform Traffic Control Devices
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NAPF	National Association of Piping Fabricators
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NRMA	National Ready-Mix Association
NSF	National Sanitation Foundation
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
SBC	Southern Building Code Congress International, Inc.
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSCRB	Standard Specification Construction of Roads and Bridges, Department of Transportation, State of Georgia
SSPC	SSPC: The Society for Protective Coatings
SSRBC	Standard Specifications for Road and Bridge Construction, Tennessee Department of Transportation
SSRS	Standard Specifications for Roads and Structures, latest edition, North Carolina Department of Transportation, Division of Highways
TCA	Tile Council of America
TDEC	Tennessee Department of Environment and Conservation
TEMA	Tubular Exchangers Manufacturers Association
UBC	Uniform Building Code
UL	Underwriters Laboratories
USDC	United States Department of Commerce
WEF	Water Environment Federation (Formerly WPCF)
WPCF	Water Pollution Control Federation

END OF SECTION

SECTION 01 42 19

APPLICABLE CODES AND STANDARDS

PART 1 - GENERAL

1.1 GENERAL

- A. All materials, equipment, fabrication, and installation practices shall comply with the following applicable codes and standards, unless the Contractor's quality standards establish more stringent quality requirements, as determined by the Engineer.

1. Pressure Piping and Tubing

ANSI	American National Standards Institute
API	American Petroleum Institute
ASME	American Society of Mechanical Engineers
AWWA	American Water Works Association
NAPF	National Association of Piping Fabricators
NSF	NSF International

2. Materials

AASHTO	American Association of State Highway and Transportation Officials
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials

3. Painting and Surface Preparation

NACE	National Association of Corrosion Engineers
SSPC	SSPC: The Society for Protective Coatings

4. Gear Reducers and Bearings

AFBMA	Anti-friction Bearing Manufacturers Association
AGMA	American Gear Manufacturers Association

5. Ventilating Fans

AMCA	Air Moving and Conditioning Association
PFMA	Power Fan Manufacturers Association

6. Electrical and Instrumentation

EIA	Electronic Industries Association
IEEE	Institute of Electrical and Electronic Engineers
IPC	Institute of Printed Circuits
IPCEA	Insulated Power Cable Engineers Association
ISA	Instrument Society of America
NEMA	National Electrical Manufacturers Association

NFPA National Fire Protection Association
UL Underwriter's Laboratories

7. Aluminum Structures

AA Aluminum Association
AAMA Architectural Aluminum Manufacturers Association

8. Steel Structures

AISC American Institute of Steel Construction
API American Petroleum Institute
AWWA American Water Works Association
SJI Steel Joist Institute

9. Concrete Structures

ACI American Concrete Institute

10. Welding

ASME American Society of Mechanical Engineers
AWS American Welding Society

11. Safety

OSHA Occupational Safety and Health Act

12. General Building Construction

FM Factory Mutual Fire Insurance Corporation
IBC International Building Code by the International Code Council
NFPA National Fire Protection Association

13. Subgrades and Pavement

SSCRB Standard Specification Construction of Roads and Bridges,
Department of Transportation, State of Georgia, latest Edition,
Supplemental Specifications, and Special Conditions.
SSRBC Standard Specifications for Road and Bridge Construction,
Tennessee Department of Transportation
SSRS Standard Specifications for Roads and Structures, latest edition,
North Carolina Department of Transportation, Division of Highways.

14. Ductwork and Sheet Metal Work

SMACNA Sheet Metal and Air Conditioning Contractors National
Association

15. Plumbing

AGA	American Gas Association
NSF	NSF International
PDI	Plumbing Drainage Institute
SPC	SBCC Standard Plumbing Code

16. Refrigeration, Heating, and Air Conditioning

ARI	American Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers

17. Pressure Vessels

ASME	American Society of Mechanical Engineers
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18. Wood

AF&PA	American Forest & Paper Association
AWPA	American Wood Preservers' Association

In addition, all work shall comply with the applicable requirements of local codes, utilities, and other authorities having jurisdiction.

- B. All material and equipment, for which a UL Standard, an AGA approval, or an ASME requirement is established, shall be so approved and labeled or stamped. Label or stamp shall be conspicuous and not covered, painted, or otherwise obscured from visual inspection.

END OF SECTION

SECTION 01 60 00

MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies administrative and procedural requirements governing the Contractor's selection of products for use in the project.
 - 1. Multiple Prime Contracts: Provisions of this section apply to the construction activities of each prime Contractor.
- B. The Contractor's Construction Schedule and the Schedule of Submittals are included under Section 01 32 00, Schedules and Reports.
- C. Standards. Refer to Section 01 42 19, Applicable Codes and Standards, for applicability of industry standards to products specified.

1.2 RELATED DOCUMENTS

- A. Drawings and general provision of Contract, including General and Supplemental Conditions and other Division 1 Specification sections, apply to this section.

1.3 DEFINITIONS

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

1.4 QUALITY ASSURANCE

- A. Source Limitations. To the fullest extent possible, provide products of the same kind, from a single source.
- B. Compatibility of Options. When the Contractor is given the option of selecting between two or more products for use on the project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each prime Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate Contractors.
 - 2. Equipment Nameplates: Provide a permanent nameplate of each item of service-connected or power-operated equipment. Locate on an easily accessible surface. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer.
 - b. Model and serial number.
 - c. Capacity.
 - d. Speed.
 - e. Ratings.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products in accordance with the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
 - 1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to the site in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
 - 5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
 - 6. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.

7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements. Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.
 1. Provide products complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures. Product selection is governed by the Contract Documents and governing regulations. Procedures governing product selection include the following:
 1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
 2. Semiproprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. No substitutions will be permitted.
 - a. Where products or manufacturers are specified by name, accompanied by the term "or equal" or "or approved equal," comply with the Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 3. Non-Proprietary Specifications: When the Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with

these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

- a. Manufacturer's recommendations may be contained in published product literature, or by the manufacturer's certification of performance.
6. Compliance with Standards, Codes, and Regulations: Where the Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
7. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer to comply with other specified requirements. The Engineer will select the color, pattern, and texture from the product line selected.

2.2 SHOP PRIMING AND PAINTING

- A. Shop prime and/or shop finish all shop fabricated equipment prior to shipping.
- B. Surface preparation, primers, finishes, number of coats, and film thicknesses shall comply with applicable provisions of Section 09 91 00, Painting (if included), unless alternative procedures and materials are accepted by the Engineer during shop drawing and product data review.
- C. Prepare and finish electrical and mechanical equipment prior to final assembly. Do not sandblast or paint assembled equipment or machined interior surfaces of equipment.
- D. Coat interior, inaccessible surfaces of equipment with an epoxy system suitable for the lifetime of the equipment at anticipated operating conditions and temperatures, unless otherwise specified or accepted.
- E. Coat exterior and accessible interior surfaces with an appropriate epoxy system, unless otherwise specified or accepted.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

SECTION 01 65 00

TRANSPORTATION AND HANDLING

PART 1 - GENERAL

1.1 SCOPE

- A. Provide transportation of all equipment, materials, and products furnished under these Contract Documents to the site of the work. In addition, provide preparation for shipment and storage, unloading, handling and rehandling, short-term storage, extended storage, storage facilities, maintenance and protection during storage, preparation for installation, and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the work.

1.2 TRANSPORTATION

- A. Suitably box, crate, or otherwise protect all equipment during transportation.
- B. Ship and deliver all equipment in the largest assembled sections practical or permitted by carrier regulations to minimize the number of field connections.
- C. Ensure that the equipment is assembled and transported in such a manner so as to clear buildings, power lines, bridges, and similar structures encountered during shipment or delivery to the site of the work.
- D. Ensure that the weights of the assembled sections do not exceed the capacity of the cranes or hoisting equipment where equipment will be installed using existing cranes or hoisting equipment.
- E. Small items and appurtenances such as gauges, valves, switches, instruments, and probes which could be damaged during shipment shall be removed from the equipment prior to shipment and packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.
- F. Paint temporary shipping braces and supports orange or yellow for easy identification.

1.3 HANDLING

- A. Carefully handle all equipment, materials, and products to prevent damage or excessive deflections during unloading or transportation. All equipment, materials, and products damaged during transportation or handling shall be repaired or replaced by the Contractor at no additional cost to the Owner prior to being incorporated into the work.
- B. Strictly follow lifting and handling drawings and instructions furnished by the manufacturer or supplier. Eyebolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Shafts and operating mechanisms shall not be used as lifting points. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice. Slings and

chains shall be padded as required to prevent damage to protective coatings and finishes.

- C. Under no circumstances shall equipment or products such as pipe, structural steel, casting, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.
- D. Handle items such as nonmetallic pipe, nonmetallic conduit, flagpoles, and lighting poles using nonmetallic slings or straps.

END OF SECTION

SECTION 01 66 00

STORAGE AND PROTECTION

PART 1 - GENERAL

1.1 SCOPE

- A. Equipment shall be received, inspected, unloaded, handled, stored, maintained, and protected by the Contractor in a suitable location on or off site, if necessary, until such time as installation is required.
- B. Storage and protection of Contractor-furnished equipment shall be in strict conformance with the requirements of the applicable provisions of the General Conditions of these Specifications.

1.2 STORAGE

- A. Provide satisfactory storage facilities which are acceptable to the Engineer. In the event that satisfactory facilities cannot be provided on site, satisfactory warehouse, acceptable to the Engineer, will be provided by the Contractor for such time until the equipment, materials, and products can be accommodated at the site.
- B. Equipment, materials, and products which are stored in a satisfactory warehouse acceptable to the Engineer will be eligible for progress payments as though they had been delivered to the job site.
- C. Maintain and protect all equipment, materials, and products placed in storage and bear all costs of storage, preparation for transportation, transportation, rehandling, and preparation for installation.
- D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel, and sheet construction products shall be stored with one end elevated to facilitate drainage.
- E. Building products and materials such as cement, grout, plaster, gypsum-board, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location, unless otherwise permitted in writing by the Engineer. Building products such as rough lumber, plywood, concrete block, and structural tile may be stored outdoors under a properly secured waterproof covering.
- F. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.3 EXTENDED STORAGE

- A. In the event that certain items of major equipment such as air compressors, pumps, and mechanical aerators have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Engineer. The Contractor shall provide all special packaging, protective coverings, protective coatings, power, nitrogen purge, desiccants, lubricants, and exercising necessary or recommended by the manufacturer to properly maintain and protect the equipment during the period of extended storage.

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting, fitting, repair, patching, and restoration of existing construction required to complete the Work.
- B. Perform cutting and patching required to:
 - 1. Make several parts fit properly.
 - 2. Uncover Work to provide for installation of ill-timed Work.
 - 3. Remove and replace defective Work.
 - 4. Remove and replace Work not conforming to Contract requirements.
 - 5. Install specified products in existing construction.
 - 6. Repair damaged surfaces and building components.
 - 7. Restore existing construction disturbed by construction operations.
- C. Do not cut and patch Work in a manner that would reduce building performance, structural capacity, fire-resistance ratings, weather resistance, operational performance, or appearance.

1.2 RELATED REQUIREMENTS

- A. Section 01 14 00 – Work Restrictions.
- B. Section 01 35 00 – Safety and Security.
- C. Section 01 78 00 – Project Closeout.

1.3 QUALITY ASSURANCE

- A. Perform cutting and patching using skilled workers qualified to perform the Work.
- B. Use materials and methods that will not damage existing construction.
- C. Restore Work to condition equal to or better than condition existing prior to cutting and patching.
- D. Match existing adjacent materials, finishes, textures, and appearance to the greatest extent possible.

1.4 SUBMITTALS

- A. Submit written request to Engineer before proceeding with cutting or alteration affecting:
 - 1. Structural elements.
 - 2. Fire-rated assemblies.
 - 3. Mechanical systems.
 - 4. Electrical systems.
 - 5. Plumbing systems.
 - 6. Building security systems.
 - 7. Other Work affecting operation of the facility.
- B. Include the following information:
 - 1. Description of existing condition.
 - 2. Description of proposed Work.
 - 3. Products to be used.
 - 4. Extent of restoration required.
 - 5. Effect on building operations

1.5 PROJECT CONDITIONS

- A. Inspect existing conditions before beginning Work.
- B. Verify dimensions and conditions affecting Work.
- C. Notify Engineer of conditions that may affect successful completion of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials identical to existing materials where available.
- B. Where identical materials are unavailable, use materials matching existing materials in quality, performance, appearance, and finish.
- C. Use materials compatible with existing construction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine existing conditions prior to commencing Work.
- B. Verify location of utilities, structural components, and concealed construction before cutting.

3.2 PREPARATION

- A. Provide temporary supports as required to maintain structural integrity and safety.
- B. Protect adjacent construction from damage.
- C. Provide dust barriers, coverings, and other protection necessary to protect occupants and existing facilities.

3.3 CUTTING

- A. Perform cutting using methods least likely to damage existing construction.
- B. Cut existing construction accurately to minimize damage and restoration requirements.
- C. Do not cut structural members unless specifically indicated or approved by the Engineer.
- D. Do not cut fire-rated assemblies beyond limits shown on the Drawings or approved by the Engineer.

3.4 PATCHING

- A. Patch existing surfaces to restore appearance and performance.
- B. Restore damaged or altered surfaces to match adjacent existing construction.
- C. Refinish patched surfaces to provide uniform appearance.
- D. Where entire wall, ceiling, or floor surfaces are affected, extend patching and refinishing as required to eliminate visible evidence of repair.

3.5 RESTORATION

- A. Restore existing construction damaged by construction operations.
- B. Repair finishes, materials, equipment, and building components damaged during construction.
- C. Remove and replace Work that cannot be satisfactorily repaired.
- D. Repairs and restoration shall be performed at no additional cost to the Owner.

3.6 CLEANING

- A. Clean repaired and restored areas.

- B. Remove debris and excess materials from the site.
- C. Leave completed Work in clean condition and ready for use.

END OF SECTION

SECTION 01 78 00

PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Inspection procedures.
 - 2. Project record document submittal.
 - 3. Operating and maintenance manual submittal.
 - 4. Submittal of warranties.
 - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate sections in Divisions 2 through 48.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 specification sections, apply to this section.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures. Before requesting inspection for certification of substantial completion, complete the following. List exceptions in the request.
 - 1. Advise Owner of pending insurance change-over requirements.
 - 2. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
 - 3. Complete Owner training for equipment and systems furnished under the Contract and provide operating instructions to designated Owner personnel.
 - 4. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
 - 5. Clean all renovated courtrooms, offices, corridors, public waiting areas, and support spaces affected by construction activities.
- B. Inspection Procedures. On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfulfilled requirements. The Engineer will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Engineer will repeat inspection when requested and assured that the work has been substantially completed.
 2. Results of the completed inspection will form the basis of requirements for substantial completion.
- C. Reinspection Procedure. The Engineer will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
1. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
 2. If necessary, reinspection will be repeated.

1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures. Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the contract sum.
 3. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Engineer.
 4. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 5. Submit operation and maintenance information for equipment and systems provided under the Contract.
 6. Submit documentation that all required Owner training has been completed.
 7. Obtain and submit releases enabling the Owner unrestricted use of the work and access to services and utilities; include occupancy permits, operating certificates, and similar releases.
 8. Submit record drawing, final project photographs, marked-up record documents, and similar final record information. Submit electronic PDF record drawings documenting field changes incorporated into the Work.
 9. Deliver any specified tools, spare parts, extra stock, and similar items.

10. Make final change-over of permanent locks and transmit keys to the Owner.
11. Deliver all keys, access cards, security credentials, keying schedules, and related documentation associated with the Work.
12. Submit all project closeout forms completed and executed.
13. Submit operation and maintenance data.
14. Submit spare parts list, if applicable.
15. Submit a final liquidated damages settlement statement, if required.
16. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions. Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
 1. Maintenance manuals.
 2. Record documents.
 3. Spare parts and materials.
 4. Tools.
 5. Lubricants.
 6. Fuels.
 7. Identification systems.
 8. Control sequences.
 9. Hazards.
 10. Cleaning.
 11. Warranties and bonds.
 12. Maintenance agreements and similar continuing commitments.
- B. A list of available instruction dates shall be submitted to the Owner through the Engineer at least two weeks in advance of the earliest proposed date for each

instruction program. The Engineer will, within three business days, notify the Contractor of the Owner's preferred date. To the maximum extent possible, instruction of related equipment systems will be conducted concurrently. The final coordination of the instruction is the sole responsibility of the Contractor.

C. Demonstrate the following procedures as part of instruction for operating equipment.

1. Start-up.
2. Shutdown.
3. Emergency operations.
4. Noise and vibration adjustments.
5. Safety procedures.
6. Economy and efficiency adjustments.
7. Effective energy utilization.

3.2 FINAL CLEANING

A. General. General cleaning during construction is required by the General Conditions.

B. Cleaning. Employ experienced workers or professional cleaners for final cleaning. Clean all work areas to original condition or to satisfaction of Owner and Engineer.

1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
2. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

C. Removal of Protection. Remove temporary protection and facilities installed for protection of the work during construction.

D. Compliance. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

1. Where extra materials of value remaining after completion of associated work have become the Owner's property, arrange for disposition of these materials as directed.

E. Interior Cleaning

1. Clean all renovated rooms and spaces prior to Final Acceptance.

2. Remove labels, dust, dirt, stains, fingerprints, construction residue, and debris from exposed surfaces.
3. Clean glazing, doors, hardware, fixtures, equipment, millwork, and finished surfaces affected by construction activities.
4. Vacuum carpeted areas and clean resilient flooring surfaces in accordance with manufacturer recommendations.
5. Leave the facility in a condition acceptable for immediate occupancy by the Owner.

END OF SECTION

SECTION 01 78 23

OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies administrative and procedural requirements for operating and maintenance manuals including the following:
 - 1. Preparation and submittal of operating and maintenance manuals for building operating systems or equipment.
 - 2. Preparation and submittal of instruction manuals covering the care, preservation, and maintenance of architectural products and finishes.
 - 3. Instruction of the Owner's operating personnel in operation and maintenance of building systems and equipment.
- B. Special operating and maintenance data requirements for specific pieces of equipment or building operating systems are included in the appropriate sections of Divisions 2 through 49.
- C. Preparation of shop drawings and product data are included in Section 01 33 23, Shop Drawings, Product Data and Samples.
- D. General closeout requirements are included in Section 01 78 00, Project Closeout.
- E. General requirements for submittal of project record documents are included in Section 01 78 39, Project Record Documents.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions or General Provisions and other Division 1 specification sections, apply to this section.

1.3 QUALITY ASSURANCE

- A. Operation and Maintenance Manual Preparation. In preparation of operation and maintenance manuals, use personnel thoroughly trained and experienced in operation and maintenance of the equipment or system involved.
 - 1. Where written instructions are required, use personnel skilled in technical writing to the extent necessary for communication of essential data.
 - 2. Where Drawings or diagrams are required, use drafters capable of preparing Drawings clearly in an understandable format.
- B. Instructions for the Owner's Personnel. For instruction of the Owner's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the building equipment or system involved.

1.4 SUBMITTALS

- A. Submittal Schedule. Comply with the following schedule for submittal of operating and maintenance manuals.
1. Prior to the 80 percent completion point on the work, submit two draft copies of each manual to the Engineer for review. Include a complete index or table of contents of each manual.
 2. Prior to substantial completion, make corrections or modifications to comply with the Engineer's comments and submit the specified number of copies of each approved manual to the Engineer.
 3. Number: Three printed copies and one electronic PDF copy of each manual.
 4. Provided electronic manuals on USB flash drive or other electronic media acceptable to the Owner.
- B. Form of Submittal. Prepare operating and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
1. Binders: For each manual, provide heavy-duty, commercial quality, 3-ring, vinyl-covered loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8½- by 11-inch paper. Provide a clear plastic sleeve on the spine to hold labels describing the contents. Provide pockets in the covers to receive folded sheets.
 - a. Where two or more binders are necessary to accommodate data, correlate data in each binder into related groupings in accordance with the project manual Table of Contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
 - b. Identify each binder on the front and spine, with the typed or printed title "OPERATION AND MAINTENANCE MANUAL," project title or name, and subject matter covered. Indicate the volume number for multiple-volume sets of manuals.
 2. Dividers: Provide heavy paper dividers with celluloid covered tabs for each separate section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the section on each divider.
 3. Protective Plastic Jackets: Provide protective transparent plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
 4. Text Material: Where written material is required as part of the manual, use the manufacturer's standard printed material, or if it is not available, specially prepared data, neatly typewritten, on 8½- by 11-inch, 20-pound white bond paper.
 5. Drawings: Where drawings or diagrams are required as part of the manual, provide reinforced, punched binder tabs on the drawings and bind in with the text.

- a. Where oversized drawings are necessary, fold the drawings to the same size as the text pages and use as a fold-out.
- b. If drawings are too large to be used practically as a fold-out, place the drawing, neatly folded, in the front or rear pocket of the binder. Insert a typewritten page indicating the drawing title, description of contents, and drawing location at the appropriate location in the manual.

1.5 MANUAL CONTENT

- A. In each manual include information specified in the individual specification section, and the following information for each major component of building equipment and its controls:
 1. General system or equipment description.
 2. Design factors and assumptions.
 3. Copies of applicable shop drawings and product data.
 4. System or equipment identification, including:
 - a. Name of manufacturer.
 - b. Model number.
 - c. Serial number of each component.
 5. Operating instructions.
 6. Emergency instructions.
 7. Wiring diagrams.
 8. Inspection and test procedures.
 9. Maintenance procedures and schedules.
 10. Precautions against improper use and maintenance.
 11. Copies of warranties.
 12. Repair instructions including spare parts listing.
 13. Sources of required maintenance materials and related services.
 14. Contract information for warranty service providers.
 15. Training documentation and attendance records.
 16. Manual index.
- B. Organize each manual into separate sections for each piece of related equipment. As a minimum, each manual shall contain a title page, a table of contents, copies of product data supplemented by drawings and written text, and copies of each warranty, bond, and service contract issued.
 1. Title Page: Provide a title page in a transparent plastic envelope as the first sheet of each manual. Provide the following information:
 - a. Subject matter covered by the manual.
 - b. Name and address of the project.

- c. Date of submittal.
 - d. Name, address, and telephone number of the Contractor.
 - e. Name and address of the Engineer.
 - f. Cross reference to related systems in other operating and maintenance manuals.
2. Table of Contents: After the Title Page, include a typewritten table of contents for each volume, arranged systematically according to the project manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
- a. Where more than one volume is required to accommodate data for a particular system, provide a comprehensive table of contents for all volumes in each volume of the set.

3. General Information: Provide a general information section immediately following the Table of Contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the subcontractor or installer, and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. In addition, list a local source for replacement parts and equipment.

Provide contract information for warranty service providers and emergency service contacts where applicable.

4. Product Data: Where manufacturer's standard printed data is included in the manuals, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where more than one item in a tabular format is included, identify each item, using appropriate references from the Contract Documents. Identify data applicable to the installation and delete references to information that is not applicable.
5. Written Text: Where manufacturer's standard printed data is not available, and information is necessary for proper operation and maintenance of equipment or systems, or it is necessary to provide additional information to supplement data included in the manual, prepare written text to provide necessary information. Organize the text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operating or maintenance procedure.
6. Drawings: Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems, or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to ensure correct illustration of the completed installation.
7. Do not use original record documents as part of the operating and Maintenance Manuals.
8. Warranties, Bonds, and Service Contracts: Provide a copy of each warranty, bond, or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond.

1.6 MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. Unless otherwise specified, submit three copies of each manual on material and finishes, in final form, to the Engineer for distribution. Provide one section for architectural products, including applied materials and finishes, and a second for products designed for moisture-protection and products exposed to the weather.
 - 1. Refer to individual specification sections for additional requirements on care and maintenance of materials and finishes.
- B. Architectural Products: Provide manufacturer's data and instructions on care and
 - 1. Manufacturer's Data: Provide complete information on architectural products, including the following, as applicable:
 - a. Manufacturer's catalog number.
 - b. Size.
 - c. Material composition.
 - d. Color.
 - e. Texture.
 - f. Reordering information for specially manufactured products.
 - 2. Care and Maintenance Instructions: Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information regarding cleaning agents and methods that could prove detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.
- C. Moisture-Protection and Weather-Exposed Products: Provide complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.
 - 1. Manufacturer's Data: Provide manufacturer's data giving detailed information, including the following, as applicable:
 - a. Applicable standards.
 - b. Chemical composition.
 - c. Installation details.
 - d. Inspection procedures.
 - e. Maintenance information.
 - f. Repair procedures.

1.7 EQUIPMENT AND SYSTEMS OPERATION AND MAINTENANCE MANUAL

- A. Unless otherwise noted, submit six copies of each completed manual on equipment and systems, in final form, to the Engineer for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.
 - 1. Refer to specification sections for additional requirements on operating and maintenance of the various pieces of equipment and operating systems.
- B. Equipment and Systems. Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.
 - 1. Description: Provide a complete description of each unit and related component parts, including the following:

- a. Equipment or system function.
 - b. Operating characteristics.
 - c. Limiting conditions.
 - d. Performance curves.
 - e. Engineering data and tests.
 - f. Complete nomenclature and number of replacement parts.
2. Manufacturer's Information: For each manufacturer of a component part or piece of equipment, provide the following:
 - a. Printed operating and maintenance instructions.
 - b. Assembly drawings and diagrams required for maintenance.
 - c. List of items recommended to be stocked as spare parts.
3. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
 - a. Routine operations.
 - b. Trouble-shooting guide.
 - c. Disassembly, repair, and reassembly
 - d. Alignment, adjusting, and checking.
4. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
 - a. Start-up procedures.
 - b. Equipment or system break-in.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Instructions on stopping.
 - f. Shut-down and emergency instructions.
 - g. Summer and winter operating instructions.
 - h. Required sequences for electric or electronic systems.
 - i. Special operating instructions.
5. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
6. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
7. Include copies of control system programming, setpoints, schedules, passwords, assigned to the Owner, and instructions for modifying user-adjustable settings where applicable.
8. Coordination Drawings: Provide each contractor's coordination drawings.
 - a. Provide as-installed, color-coded piping diagrams, where required for identification.
9. Valve Tags: Provide charts of valve tag numbers, with the location and function of each valve.
10. Circuit Directories: For electric and electronic systems, provide complete circuit directories of panelboards, including the following:
 - a. Electric service.
 - b. Controls.
 - c. Communication.

11. Security and Access Control Systems

- a. Provide system descriptions, equipment lists, operating instructions, programming documentation available to the Owner, and maintenance requirements for security, access control, surveillance, and related systems furnished under to Contract.

1.8 INSTRUCTION OF THE OWNER'S PERSONNEL

- A. Prior to substantial completion, instruct the Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Provide instruction at mutually agreed upon times.
 1. For equipment that requires seasonal operation, provide similar instruction during other seasons.
 2. Use operation and maintenance manuals as the basis of instruction for each piece of equipment or system. Review contents in detail to explain all aspects of operation and maintenance.
- B. Training shall be conducted by an experienced, authorized service representative of the manufacturer (not a sales representative).
- C. Submit documentation verifying completion of training, including training agenda, date of training, instructor name, and attendee sign-in sheets.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION

SECTION 01 78 36

WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. General closeout requirements are included in Section 01 78 00, Project Closeout.
 - 2. Specific requirements for warranties for the work and products and installations that are specified to be warranted, are included in the individual sections of Divisions 2 through 49.
- B. Disclaimers and Limitations. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- C. Separate Prime Contracts: Each Prime Contractor is responsible for warranties related to its own contract.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 specification sections, apply to this section.

1.3 DEFINITIONS

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

- A. Standard Warranty: Warrant all equipment, materials, products, and workmanship provided under these Contract Documents for a period of 12 months after the date of substantial completion established by the Engineer.
- B. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.

- C. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty.
- D. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. Complete warranty work as soon as possible after receipt of notice from the Owner for a warranty claim. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefitted from use of the work through a portion of its anticipated useful service life.
- E. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights, and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
 - 2. If the required repairs or replacements have not been completed or if positive and good faith efforts have not been made to complete the repairs or replacements within 30 consecutive calendar days after receipt of notice from the Owner of the warranty claim, the Owner shall be authorized to proceed with the repairs or replacements and the cost thereof shall be assessed against the Contractor's Performance Bond. Evidence of positive and good faith efforts shall include, as a minimum, joint visits by the Contractor and affected equipment vendors and manufacturers, and certified copies of purchase orders or invoices.
- F. The Owner reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.
- G. Multiple Equipment Failures. In the event of multiple equipment failures of major consequence prior to the expiration of the one-year warranty described above, disassemble, inspect, and modify or replace the affected equipment as necessary to prevent further occurrences. As used herein, "multiple equipment failures" shall be interpreted to mean two or more successive failures of the same kind in the same item of equipment or failures of the same kind in two or more items of similar equipment. Major equipment failures may include, but are not limited to, cracked or broken housings, piping, or vessels, excessive deflections, bent or broken shafts or structural members, broken or chipped gear teeth, overheating, premature bearing failure, excessive wear, or excessive leakage around seals. Should multiple equipment failures occur in a given item or type of equipment, disassemble, inspect, modify or replace, as necessary, all equipment of the same size and type, and rewarrant for 12 months.

1.5 SUBMITTALS

- A. Submit written warranties to the Engineer prior to the date certified for substantial completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of substantial completion for the work, or a designated portion of the work, submit written warranties upon request of the Engineer.
 - 1. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within fifteen days of completion of that designated portion of the work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Engineer for approval prior to final execution.
 - 1. Refer to individual sections of Divisions 2 through 49 for specific content requirements, and particular requirements for submittal of special warranties.
- C. Form of Submittal. At final completion, compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Contract Documents.
 - 1. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section specifies administrative and procedural requirements for project record documents.
- B. Project record documents required include:
 - 1. Marked-up copies of Contract Drawings.
 - 2. Marked-up copies of approved shop drawings.
 - 3. Newly prepared drawings.
 - 4. Marked-up copies of Specifications, Addenda, and Change Orders.
 - 5. Marked-up product data submittals.
 - 6. Construction photographs.
 - 7. Field records for variable and concealed conditions.
- C. Specific record copy requirements that expand requirements of this section are included in the individual sections of Division 2 through 49.
- D. General project closeout requirements are included in Section 01 78 00, Project Closeout.
- E. Maintenance of Documents and Samples. Store record documents and samples in the field office apart from Contract Documents used for construction. Do not permit project record documents to be used for construction purposes. Maintain record documents in good order, and in a clean, dry, legible condition. Make documents and samples available at all times for inspection by the Engineer.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplemental Conditions and other Division 1 specification sections, apply to this section.

1.3 RECORD DRAWINGS

- A. Mark-up Procedure. During the construction period, maintain a set of blue- or black-line prints of Contract Drawings and shop drawings for project record document purposes.
 - 1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - a. Dimensional changes to the Drawings.
 - b. Revisions to details shown on the Drawings.
 - c. Revisions to wall layouts, room configurations, and architectural details.

- d. Revisions to door locations, frame types, hardware, and security devices.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Locations of concealed internal utilities.
 - i. Changes made by Change Order.
 - j. Details not on original Contract Drawings.
 - k. Revisions to ceiling systems and above-ceiling utilities.
 - l. Revisions to HVAC equipment, ductwork, controls, and diffusers.
 - m. Revisions to communications, data, security and access-control systems.
 - n. Accessibility-related field modifications.
2. Mark completely and accurately record prints of Contract Drawings or shop drawings, whichever is most capable of showing actual physical conditions. Where shop drawings are marked, show cross-reference on Contract Drawings location.
 3. Mark record sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the work at the same location.
 4. Mark important additional information which was either shown schematically or omitted from original Drawings.
 5. Note construction change directive numbers, alternate numbers, Change Order numbers, and similar identification.
 6. Responsibility for Markup: Where feasible, the individual or entity who obtained record data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on record drawings.
 - a. Accurately record information in an understandable drawing technique.
 - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
 7. At time of final acceptance, submit record drawings to Engineer for Owner's records. Organize into sets, bind, and label sets for Owner's continued use.
 8. Submit electronic PDF record drawings documenting field changes incorporated into the Work.

1.4 RECORD SPECIFICATIONS

- A. Maintain one copy of the project Specifications, including addenda and modifications issued, for project record document purposes during the construction period.
 1. Mark the Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and modifications issued. Note related project record drawings information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later.

1.5 RECORD PRODUCT DATA

- A. Maintain one copy of each product data submittal for project record document purposes during the construction period.
 - 1. Mark project data to indicate the actual product installation where the installation varies substantially from that indicated in product data submitted. Include significant changes in the product delivered to the site, and changes in manufacturer's instructions and recommendations for installation.
 - 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 3. Note related Change Orders and mark-up of record drawings, where applicable.
 - 4. Upon completion of mark-up, submit a complete set of record product data to the Engineer for the Owner's records.
 - 5. Where record product data are required as part of maintenance manuals, submit marked-up product data as an insert in the manual, instead of submittal as record product data.

1.6 MISCELLANEOUS RECORD SUBMITTALS

- A. Refer to other specification sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Immediately prior to final acceptance, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Engineer for the Owner's records.
 - 1. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:
 - a. Field records documenting concealed construction and modifications to existing building systems.
 - b. Field records documenting concealed mechanical, electrical, plumbing, communications, and security system installations.
 - c. Final equipment schedules and equipment identification records.
 - d. Final control settings, programming information, and system configuration records where applicable.
 - e. Surveys establishing building lines and levels.
 - f. Authorized measurements utilizing unit prices or allowances.
 - g. Inspections and certifications by governing authorities.
 - h. Testing, balancing, startup, and commissioning documentation, where applicable.
 - i. Security system testing, communications testing, and acceptance documentation, where applicable.
 - j. Final inspection and correction procedures.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 RECORDING

- A. Post changes and modifications to the documents as they occur. Do not wait until the end of the project. The Engineer will periodically review record documents to ensure compliance with this requirement.

END OF SECTION