



PROJECT MANUAL

FINAL DOCUMENTS

PROJECT:
SRO OFFICES - WARHAWK FIELDHOUSE MODIFICATIONS
MCDONOUGH, GEORGIA

LOCAL EFFORT

CLIENT:
HENRY COUNTY SCHOOLS
MCDONOUGH, GEORGIA

PBK PROJECT NO: 250306

DATE: 2026-06-18

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PBK Architects Georgia, P.C.
PBK Project No.: 250306
Final Documents

SRO Offices - Warhawk Fieldhouse Modifications
Henry County Schools
2026-06-18

SECTION 000101 - PROJECT TITLE PAGE

**PROJECT MANUAL
FOR**

**SRO OFFICES - WARHAWK FIELDHOUSE MODIFICATIONS
MCDONOUGH, GEORGIA**

**HENRY COUNTY SCHOOLS
MCDONOUGH, GEORGIA**

ARCHITECT'S PROJECT NUMBER: 250306

**PBK ARCHITECTS GEORGIA, P.C.
525 EAST TAYLOR STREET
GRIFFIN, GEORGIA 30223
PHONE: 770-227-5473
WEB SITE: PBK.COM**

ISSUED: 2026-06-18

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END OF SECTION 000101

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SECTION 000107.1 - SEALS PAGE - ARCHITECT

PART 1 GENERAL

1.1 DESIGN PROFESSIONAL - ARCHITECT OF RECORD

Name and Georgia License No.: Brett R. McIver, RA 9020

Firm Name: PBK Architects Georgia, P.C.

Firm Address:

525 East Taylor Street

Griffin, Georgia 30223

770-227-5473

Divisions 1 - 14 & 31 Sections except
where indicated as prepared by other
design professionals of record.



PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 000107.1

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SECTION 000107.2 - SEALS PAGE - CIVIL

PART 1 GENERAL

1.1 DESIGN PROFESSIONAL - CIVIL

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Divisions 31-33 Sections except
where indicated as prepared by other
design professionals of record.



PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 000107.2

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SECTION 000107.3 - SEALS PAGE - STRUCTURAL

PART 1 GENERAL

1.1 DESIGN PROFESSIONAL - STRUCTURAL

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Firm Name: Kubala Engineers

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Divisions 3, 4 and 5 Sections except
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design professionals of record.



PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 000107.3

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SECTION 000107.4 - SEALS PAGE - MECHANICAL

PART 1 GENERAL

1.1 DESIGN PROFESSIONAL - MECHANICAL ENGINEER OF RECORD

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PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 000107.4

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SECTION 000107.5 - SEALS PAGE - ELECTRICAL

PART 1 GENERAL

1.1 DESIGN PROFESSIONAL - ELECTRICAL ENGINEER OF RECORD

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Divisions 26, 27 and 28 Sections except
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PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION 000107.5

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SECTION 000115 - LIST OF DRAWING SHEETS

1.1 LIST OF DRAWINGS: DRAWINGS CONSIST OF THE FOLLOWING CONTRACT DRAWINGS:

ARCHITECTURAL GENERAL

G-000 COVER SHEET

CIVIL

C1.1 OVERALL SITE PLAN
C2.1 SITE SURVEY AND DEMOLITION PLAN
C3.1 SITE LAYOUT AND PAVING PLAN
C4.1 SITE GRADING AND DRAINAGE PLAN
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C6.1 SOIL EROSION AND SEDIMENT CONTROL PLAN
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C7.1 MISCELLANEOUS SITE DETAILS
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L1.2 LANDSCAPE NOTES AND DETAILS

ARCHITECTURAL GENERAL

G-121 LIFE SAFETY PLAN

ARCHITECTURAL SITE

AS-101 ARCHITECTURAL SITE PLAN
AS-102 ALUMINUM WALKWAY CANOPY DETAILS

ARCHITECTURAL DEMOLITION

AD-101 DEMOLITION PLAN

ARCHITECTURAL

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A-111 DIMENSION FLOOR PLAN
A-201 REFLECTED CEILING PLAN & DETAILS
A-301 ROOF PLAN & DETAILS
A-401 ENLARGED TOILET PLANS
A-501 EXTERIOR ELEVATIONS
A-601 BUILDING & WALL SECTIONS
A-801 DOOR SCHEDULE & DETAILS
A-802 PARTITION TYPES
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ARCHITECTURAL GRAPHICS

AG051 SIGNAGE GRAPHIC STANDARDS

STRUCTURAL

S-010	GENERAL NOTES
S-011	GENERAL NOTES
SD-101	DEMO PLAN
S-101	FOUNDATION PLAN
S-102	ROOF FRAMING PLAN
S-300	GENERAL CONCRETE AND STL REINF NOTES AND TYP DETAILS
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PLUMBING

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P-101	PLUMBING FLOOR PLAN - WATER PIPING
P-102	PLUMBING FLOOR PLANS - WASTE PIPING
P-201	PLUMBING WATER RISER
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P-301	PLUMBING SCHEDULES, LEGEND, AND DETAILS

MECHANICAL

MD-101	MECHANICAL DEMOLITION FLOOR PLAN
M-101	MECHANICAL NEW WORK FLOOR PLAN
M-501	MECHANICAL DETAILS
M-502	MECHANICAL DETAILS
M-601	MECHANICAL SCHEDULES, LEGEND & GENERAL NOTES

ELECTRICAL

E001	ELECTRICAL SITE PLAN
E101	ELECTRICAL LIGHTING AND POWER FLOOR PLAN
E201	ELECTRICAL LOW VOLTAGE AND MECHANICAL POWER FLOOR PLAN
E801	ELECTRICAL PANELS AND SCHEDULES
E802	ELECTRICAL DETAILS AND LEGEND

END OF SECTION 000115

SECTION 001113 - INVITATION TO BID

Sealed bids from General Contractors will be received by Henry County Board of Education Administrative Office Annex, 396 Tomlinson Street, McDonough, Georgia 30253 until **3:00 P.M.**, Prevailing Time, **August 13, 2026**, for **SRO Offices - Warhawk Fieldhouse Modifications, Henry County, Georgia**. At the time and place noted above, the bids for the Project will be publicly opened and read.

A non-mandatory Pre-Bid Conference will be held July 30, 2026, at 1:00 P.M. at the Henry County Board of Education located at 396 Tomlinson Street, McDonough, Georgia.

Electronic bidding documents may be obtained at the office of the PBK Architects Georgia, P.C., 525 East Taylor Street, P.O. Box 880, Griffin, Georgia 30223. Registration for documents, together with non-refundable deposit of \$250.00 should be filed promptly with the Architects. A share file link for accessing PDFs of bid documents will be emailed as soon as possible. Only bids received from Contractors registered with the Architect will be accepted.

Bidding Documents may be examined at the following location(s):

- a. **Construct Connect c/o CMD Attn: DPC**
800-364-2059
- b. **Dodge Data & Analytics**
413-507-3179
- c. **PBK Architects Georgia, P.C.**
770-227-5473

Only a bid submitted by a Bidder on record with the Architect as having received plans and specifications from the Architect will be opened.

The contract, if awarded, will be on a lump sum basis. No bid may be withdrawn for a period of 60 days after time has been called on date of opening. Bids must be accompanied by a Bid Bond in an amount not less than 5% of the Base Bid. Both a Performance and a Payment Bond will be required in an amount equal to 100% of the Contract Price. The Owner reserves the right to reject any or all bids and to waive technicalities.

For: Henry County Board of Education

By: Dr. John Pace III, Superintendent

END OF SECTION 001113

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SECTION 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

AIA Document A701, "Instructions to Bidders," as edited is hereby incorporated into the Procurement and Contracting Requirements.

A copy of AIA Document A701, "Instructions to Bidders," as edited is bound in this Project Manual at the end of this document.

END OF SECTION (WITH EXCEPTION OF DOCUMENT) 002113

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AIA[®] Document A701[®] – 2018

Instructions to Bidders

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

SRO Offices - Warhawk Fieldhouse Modifications
47 Lemon Street
McDonough, GA 30253

THE OWNER:
(Name, legal status, address, and other information)

Henry County Board of Education
33 North Zack Hinton Parkway
McDonough, Georgia 30253

THE ARCHITECT:
(Name, legal status, address, and other information)

PBK Architects Georgia, P.C.
525 East Taylor Street
Griffin, GA 30223

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| 6 | POST-BID INFORMATION |
| 7 | PERFORMANCE BOND AND PAYMENT BOND |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

1.2.1 The parties agree that any contradiction in terms and provisions of the Bidding Documents and the actual AIA Contract and its Addenda shall be resolved by following the provisions or terms in the AIA Contract.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

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

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;

2.1.4.1 Visiting the Site: Any bidder that would like to visit the site(s) for the purpose of familiarizing themselves with existing conditions must first contact Michael Felgenhauer, Facility Supervisor, Henry County Schools at 770-957-1891.

2.1.4.2 If soil and subsurface investigations were conducted at the site, a copy of the report is available upon written request from the Henry County Board of Education. The report is not a part of the bid documents, construction documents or contract documents. Such information is provided for the purpose of disclosure only, and shall not relieve the Contractor from its obligation to investigate the soil and subsurface conditions. The accuracy or completeness of the data is not guaranteed by the Owner or the Architect, and neither the Owner nor the Architect shall be responsible or accept any liability therefore. The Contractor shall not rely on such subsurface information. Bidders shall make their own

investigation of subsurface conditions. Any interpretations, conclusions, beliefs and use of this report by the bidders in preparing your bid is purely a decision made at your own risk. Neither the Owner nor the Architect will be responsible in any way for additional compensation because of the reliance on or assumptions based on the soil investigation data furnished with the Bidding Documents.

- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

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

(Paragraphs deleted)

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least eight days prior to the date for receipt of Bids.

(Paragraphs deleted)

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

§ 3.3 Substitutions

3.3.1 Substitutions are not acceptable and will not be considered.

(Paragraphs deleted)

§ 3.4 Addenda

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

(Paragraphs deleted)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than 72 hours prior to the date for receipt of Bids, excluding Saturdays, Sundays, and legal holidays. However, if necessity arises to issue an Addendum within the 72 hour period prior to date of receipt

of bids excluding Saturdays, Sundays, and legal holidays, then the opening of bids shall be extended at least 72 hours, excluding Saturdays, Sundays, and legal holidays, from the date of original bid..

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Paragraph deleted)

4.2.1.1 The Bid Bond shall be in the amount of no less than 5% of the Base Bid.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.3 The Surety Bond shall be written on AIA Document A310™, Bid Bond. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies as follows:

4.2.3.1 Acceptable Surety Companies: Only surety companies holding certificates of authority as acceptable sureties on federal bonds and are listed in the latest edition of The Federal Register, Part II, U.S. Department of the Treasury Notices and are listed in the notices as holding surety licenses in the State of Georgia, will be acceptable as sureties for the Project.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated
(Paragraphs deleted)
in the Invitation to Bid:

§ 4.3.2 One original Bid Form, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.2.1 Envelope notations initialed by the Bidder that modify the sealed Bid will be read aloud and considered part of the Bid.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be
(Paragraphs deleted)
returned.

ARTICLE 5 CONSIDERATION OF BIDS

(Paragraphs deleted)

§5.1 Only a bid submitted by a Bidder on record with the Architect as having received plans and specifications from the Architect will be opened.

§5.2 Opening of Bids

Bids properly identified and received within the specified time limits will be publicly opened and read aloud.

§ 5.3 Rejection of Bids

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

(Paragraphs deleted)

§ 5.4 Acceptance of Bid (Award)

§ 5.4.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§5.4.2 The Owner may use Deductive Alternates to reduce the Base Bid on the Project; however, the Alternates will be considered in numerical sequence and accepted in that order.

§5.4.3 The Owner will not use Additive Alternates to determine the low Bidder on the Project. Low Bidder shall be determined on the Base Bid less any Deductive Alternates. Additive Alternates may be exercised in any order and shall be considered only after the low Bidder has been declared.

§5.4.4 It is to be understood that if the same combination of Deductive Alternates accepted for all Bidders results in a different low Bidder than that received on the Base Bid, such new low Bidder will become the low Bidder of record for the purpose of further negotiation and/or for the award of the Contract.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

(Paragraphs deleted)

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 The requirements for Performance and Payment Bonds are provided in the General Conditions of the Contract for Construction and are included in Document 006113 "Performance and Payment Bonds."

(Paragraphs deleted)

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

(Table deleted)(Paragraphs deleted)(Paragraphs deleted)

SECTION 003121.20 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

- A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.
- B. An existing roof evaluation report per the project, prepared by BEAM Professionals, dated December 04, 2025, is appended to this document.
- C. Related Requirements:
 - 1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.

END OF SECTION 003121.20

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HCS SRO OFFICES ASSESSMENT REPORT

Observation Report No.: 1

Date: 12/04/2025

Time (arrived): 10:00 AM

(departed): 11:00 AM

Total Hours: 1

Project: HCS SRO Offices- 47 Lemon St, McDonough, GA 30253

Project Number:

General Contractor: N/A

Roof Contractor: N/A

Weather Conditions: () Sunny (✓) Cloudy () Windy () Rain () Drizzle (✓) Temperature: 42°

General Information:

Crew Size: Roofing – Sheet Metal - Waterproofing - Other -

Wall System Type: CMU with Brick Exterior

System Type/Manufacturer: Spray Foam over Built-Up Roofing

Attachment Type: Bitumen - Adhesive - Mechanical - Other -

Production Information: Fill in product info with a check (✓) box as needed.

☐ Deck Replacement:	Sq. Ft.:	Roof Area:
☐ Deck Repair:	Sq. Ft.:	Roof Area:
☐ Deck Coat:	Sq. Ft.:	Roof Area:
☐ Tear-Off:	Sq. Ft.:	Roof Area:
☐ Installation:	Sq. Ft.:	Roof Area:
☐ Metal Roof / Wall Panels:	Sq. Ft.:	Roof Area:
☐ Surfacing:		Roof Area:
☐ Detailing:		Roof Area:
☐ Sheet Metal:		Roof Area:
☐ Misc.: Crew was not on site		Roof Area:

Current Project Status / Notes:

Roofing is a spray foam with embedded granule over built-up roofing. Roofing is in poor condition, with several holes in spray foam. Previous patching falling apart. Core samples consisted of varying depths of spray foam, over 3 plies of fiberglass matting BUR, over 1.5 inches of perlite insulation, over metal decking that is structurally sloped 1/4" per foot.

Observation Date	OR# - item#	Photo(s)	Description
12/04/2025	01-01		Location: East Elevation Orientation: Facing West Observation: Overview Overview
12/04/2025	01-02		Location: East Elevation Orientation: Facing Southwest Observation: Overview Overview
12/04/2025	01-03		Location: South Elevation Orientation: Facing Northeast Observation: Overview Overview
12/04/2025	01-04		Location: Fieldhouse Orientation: Facing South Observation: Overview Overview

Observation Date	OR# - item#	Photo(s)	Description
12/04/2025	01-05		Location: Fieldhouse Orientation: Facing South Observation: Overview Overview
12/04/2025	01-06		Location: Fieldhouse Orientation: Observation: Previous patch of spray foam degrading/opening.
12/04/2025	01-07		Location: Fieldhouse Orientation: Facing West Observation: Two HVAC units. One inoperable. Exposed wood at base of curb.
12/04/2025	01-08		Location: Fieldhouse Orientation: Facing Southwest Observation: HVAC unit curbing with degrading spray foam and exposed wood.

Observation Date	OR# - item#	Photo(s)	Description
12/04/2025	01-09		Location: Fieldhouse Orientation: Facing West Observation: Holes in spray foam with vegetation growing inside.
12/04/2025	01-10		Location: Fieldhouse Orientation: Observation: Many holes observed in spray foam allowing moisture intrusion.
12/04/2025	01-11		Location: Fieldhouse Orientation: Observation: Multiple locations of spray foam patching that are separating and opening again.
12/04/2025	01-12		Location: Fieldhouse Orientation: Facing East Observation: Inoperable HVAC unit.

Observation Date	OR# - item#	Photo(s)	Description
			Location: Fieldhouse at Breezeway Canopy Orientation: Facing West Observation: Downspout from breezeway too low to allow splash pad installation.
			Location: West Elevation Orientation: Observation: Drip edge metal rusting inside of gutter.
			Location: West Elevation Orientation: Typical / Throughout Observation: Slight damage to downspouts and gutters around building.
			Location: Core Sampling Orientation: Observation: Top to bottom: Coated spray foam with embedded granules. BUR with 3 plys of fiberglass matting. 1.5" Perlite insulation board. Metal decking with structural slope.

Observation Date	OR# - item#	Photo(s)	Description
			Location: Core Sampling Orientation: Observation: Top to bottom: Coated spray foam with embedded granules. BUR with 3 plies of fiberglass matting. 1.5" Perlite insulation board. Metal decking with structural slope.
			Location: Core Sampling Orientation: Observation: Spray foam of various depths. 1 and 1.5-inch depths at sample locations (2).
			Location: Core Sampling Orientation: Observation: Patching of core samples.
			Location: Fieldhouse North Eave Orientation: Observation: Slope from bottom of north side fascia metal. Slope appears to be greater than 0.3/12 slope.

SECTION 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: SRO Offices - Warhawk Fieldhouse Modifications.
- C. Project Location: 47 Lemon Street, McDonough, Georgia.
- D. Owner: Henry County Schools.

1.2 ARCHITECT: PBK ARCHITECTS GEORGIA, P.C..

- A. Architect Project Number: 250306.

1.3 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by PBK and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:
 - 1. _____ Dollars
(\$ _____) which sum is hereinafter called the base bid.
- B. For and in consideration of the sum of \$1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids, but shall remain open for acceptance for a period of sixty (60) days following such time.

1.4 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 5 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:
 - 1. _____ Dollars (\$ _____).
- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the bid bond.

1.5 CONTRACT AND PERFORMANCE AND PAYMENT BONDS

- A. In case he be notified in writing by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for opening of bids, the undersigned agrees to execute within five (5) days a Contract (AIA Standard Form of Agreement Between Owner and Contractor, A101-2017) for the work for the above stated compensation and at the same time to furnish and deliver to the Owner a Performance Bond and a Payment Bond as specified both in the amount of 100% of the Contract Sum.

1.6 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner, and to substantially complete all work on or before **October 11, 2027**. The undersigned further agrees that liquidated damages in accordance with the General Conditions of the Contract shall apply if substantial completion is not achieved by the date indicated above.

1.7 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of Addendum(a) No.(s) _____ in the preparation of this Bid:

1.8 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.

1.9 BID FORM SUPPLEMENT - BID BOND FORM (AIA DOCUMENT A310).

1.10 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, for this project.

1.11 SUBMISSION OF BID

- A. Respectfully submitted this ____ day of _____, 20____.
- B. Submitted By: _____ (Name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).
- F. Witness By: _____ (Handwritten signature).
- G. Attest: _____ (Handwritten signature).
- H. By: _____ (Type or print name).
- I. Title: _____ (Corporate Secretary or Assistant Secretary).
- J. Street Address: _____.
- K. City, State, Zip: _____.
- L. Phone: _____.
- M. License No.: _____.
- N. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF SECTION 004113

SECTION 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310, "Bid Bond," is the form for a bid bond. A bid bond as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; www.aia.org/contractdocs/purchase/index.htm; email: docspurchases@aia.org; (800) 942-7732.

END OF SECTION 004313

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SECTION 004321 - ALLOWANCE FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: SRO Offices - Warhawk Fieldhouse Modifications.
- C. Project Location: 47 Lemon Street, McDonough, Georgia 30253.
- D. Owner: Henry County Schools.
- E. Architect: PBK Architects Georgia, P.C..
- F. Architect Project Number: 250306.

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this _____ day of _____, 20_____.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF SECTION 004321

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SECTION 004322 - UNIT PRICES FORM

1.1 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: SRO Offices - Warhawk Fieldhouse Modifications
- C. Project Location: 47 Lemon Street, McDonough, Georgia 30253
- D. Owner: Henry County Schools
- E. Architect: PBK Architects Georgia, P.C.
- F. Architect Project Number: 250306

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder proposes the amounts below be added to or deducted from the Contract Sum on performance and measurement of the individual items of Work as required by Section 012200 "Unit Prices."

1.3 UNIT PRICES

- A. Unit Price No. 1: Remove and dispose of offsite 1 cubic yard of unsuitable soil or uncompacted earth.
 - 1. _____ Dollars (\$) per C.Y.
- B. Unit Price No. 2: Remove and dispose of offsite 1 cubic yard of Mass Rock.
 - 1. _____ Dollars (\$) per C.Y.
- C. Unit Price No. 3: Remove and dispose of offsite 1 cubic yard of Trench Rock.
 - 1. _____ Dollars (\$) per C.Y.
- D. Unit Price No. 4: Furnish and place 1 ton of #57 stone.
 - 1. _____ Dollars (\$) per ton.
- E. Unit Price No. 5: Furnish and place 1 ton of graded aggregate base (GAB).
 - 1. _____ Dollars (\$) per ton.
- F. Unit Price 6: Furnish and place 1 ton of #4 stone.
 - 1. _____ Dollars (\$) per ton.

1.4 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this _____ day of _____, 20____.
- B. Submitted By: _____ (Insert name of bidding firm or corporation).
- C. Authorized Signature: _____ (Handwritten signature).
- D. Signed By: _____ (Type or print name).
- E. Title: _____ (Owner/Partner/President/Vice President).

END OF SECTION 004322

SECTION 005213 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

1.1 AGREEMENT FOR CONSTRUCTION

- A. The Agreement for the Work will be written on AIA DOCUMENT A101-2017, Standard Form of Agreement Between Owner and Contractor, Stipulated Sum and is included following this Document.

END OF SECTION 005213

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

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

Henry County Board of Education
33 North Zack Hinton Parkway
McDonough, Georgia 30253

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

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

SRO Offices - Warhawk Fieldhouse Modifications
47 Lemon Street
McDonough, GA 30253

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

PBK Architects Georgia, P.C.
525 East Taylor Street
Griffin, Georgia 30223

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner upon approval and execution of all contract documents.
- ☐ Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

§ 3.2 The Contract Time shall be measured from the date of Notice to Proceed.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

Init.

/

[] Not later than () calendar days from the date of commencement of the Work.

[X] By the following date:

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

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item

Price

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

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item

Price

§ 4.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any:

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

Liquidated damages in accordance with the General Conditions of the Contract shall apply if substantial completion is not achieved by the date indicated above.

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Payment period of one month may be adjusted to end on the twenty-fifth (25th) day of the month to allow receipt by Architect on the thirtieth day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Thirtieth (30th) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteen (15th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Not Applicable

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Reduction in retainage to be disbursed in accordance with the Official Code of Georgia Annotated, Code Section 13-10-80.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

Upon Substantial Completion of the Work, retainage to be dispersed in accordance with OCGA 13-10-80. See Specification Sections 007213, 012900, and 017700 for additional provisions required for further reduction in retainage and final acceptance.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

Refer to Specification Section 007213, Article 13.5, of the Project Manual. %

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- ☒ Litigation in a court of competent jurisdiction
Refer to Specification Section 007213, Article 15.5.1 of the Project Manual.
- ☐ Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

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

Not Applicable

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Barry Miles Chief Operations Officer
Henry County Schools
396 Tomlinson Street
McDonough, GA 30253

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction, Article 11, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction, Article 11, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not Applicable

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraphs deleted)

.3 AIA Document A201™-2017, General Conditions of the Contract for Construction

.

.5 Drawings

Number

Title

Date

.6 Specifications

Section

Title

Date

Pages

.7 Addenda, if any:

Init.

/

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Table deleted)
(Paragraphs deleted)

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

Contractor’s Bid Form
Contractor’s Bid Form Supplement, Allowances, if applicable
Contractor’s Bid Form Supplement, Unit Prices, if applicable
Contractor’s Bid Form Supplement, Alternates, if applicable

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

SECTION 006000 - PROJECT FORMS

1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

- A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

1.2 AIA DOCUMENT A101, "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR, STIPULATED SUM."

- a. The General Conditions for Project are AIA Document A201, "General Conditions of the Contract for Construction," as edited.
2. The General Conditions are included in the Project Manual. See Document 007213 – "General Conditions."
3. The Supplementary Conditions for Project are incorporated into a modified copy of the General Conditions included in the Project Manual.

1.3 ADMINISTRATIVE FORMS

- A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.
- B. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.
- C. Preconstruction Forms:

1.4 FORM OF PERFORMANCE BOND AND LABOR AND MATERIAL BOND: OWNER'S FORMS INCLUDED IN THE PROJECT MANUAL. SEE DOCUMENT 006113 – "PERFORMANCE AND PAYMENT BONDS."

1. Form of Certificate of Insurance: Provide forms acceptable to the Owner in accordance with the "General Conditions of the Contract for Construction" Article 11.1.3.
 2. Forms for Georgia Security and Immigration Compliance Act: Provide "GSIC Contractor Affidavit and Agreement" and GSIC Subcontractor Affidavit and Agreement" in accordance with the "General Conditions of the Contract for Construction," Article 3.44. Forms are included in the Project Manual. See Document 006127 "Georgia Security and Immigration Act."
 3. Forms for Competitive Award: Provide "Competitive Award Affidavit" in accordance with the "General Conditions of the Contract for Construction," Article 3.20. Form is included in the Project Manual. See Document 006128 – "Competitive Award Affidavit."
- B. Information and Modification Forms:
1. Form for Requests for Information (RFIs): Architect's form included in the Project Manual. See Document 006313 "Request for Information."
 2. Form of Request for Proposal: Forms acceptable to Architect.
 3. Change Order Form: AIA Document G701, "Change Order."
 4. Form of Change Directive: AIA Document G714, "Construction Change Directive."
- C. Payment Forms:
1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
 2. Payment Application: AIA Document G702/703, "Application and Certificate for Payment and Continuation Sheet."
 3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 4. Form of Affidavit of Release of Liens: AIA Document G706A, "Contractor's Affidavit of Payment of Release of Liens."
 5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF SECTION 006000

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SECTION 006113 - PERFORMANCE AND PAYMENT BONDS

1.1 PERFORMANCE AND PAYMENT BOND FORMS

- A. The Contractor shall provide Performance and Payment Bonds in accordance with Section 11.4 of the General Conditions of the Contract. The Performance and Payment Bonds furnished by the Contractor shall be on the forms incorporated herein.

END OF SECTION 006113

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PERFORMANCE BOND (Contractor)

_____, a corporation duly
[Insert Proper Name of Surety]

organized and existing under the laws of the State of _____, and duly authorized to issue
bonds in the State of Georgia, as surety ("Surety"), and _____

_____, as principal
[Insert Proper Name of Contractor]

("Contractor"), enter into, execute this bond ("Performance Bond"), and bind themselves in
favor of the Henry County School District and the Board of Education as obligee ("Owner"), in the penal
sum of _____ dollars (\$ _____),
[Insert Penal Sum in words and numerals]

as of _____.
[Insert Date of Construction Contract]

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith
("Construction Contract") for construction of:

[Insert Description and Location of the Project]

("Project"); and

WHEREAS, the Owner has required the Contractor to furnish this Performance Bond containing
the terms and conditions set forth herein as a condition to executing the Construction Contract with the
Contractor;

NOW, THEREFORE, the Surety and the Contractor, both jointly and severally, and for
themselves, their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to
the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are
bound for the full performance of the Construction Contract, including, without exception, all of its terms
and conditions, both express and implied.

2.

If the Contractor is in default of the Construction Contract and the Owner, by written notice to the Contractor and the Surety, declares the Contractor to be in default and terminates the right of the Contractor to proceed, the Surety shall thereupon give an unequivocal notice in writing to the Owner within fifteen (15) days after receipt of said notice as to which of the actions permitted to the Surety in Paragraph 3 it will take.

3.

Upon default and termination of the Contractor and notice to the Contractor and Surety as provided in Paragraph 2 above, the Surety shall, within fifteen (15) days, proceed to take one or, at its option, more than one of the following courses of action:

(A) Proceed itself, or through others acting on its behalf, to complete full performance of the Construction Contract including, without limitation, correction of defective and nonconforming work performed by or on behalf of the Contractor. During such performance by the Surety, the Owner shall pay the Surety from its own funds only such sums as would have been due and payable to the Contractor in the absence of the default and termination. If the Surety selects this course of action, the Surety shall cause the Project to be fully manned with competent supervision and skilled labor within fifteen (15) days from the date of its selection of this course of action and thereafter shall continue to keep the Project so fully supervised and manned until the Project is complete, all in such a manner as to achieve Substantial Completion of the project within the time provided in the Construction Contract for Substantial Completion.

(B) Applicable law permitting, and with the prior written consent of the Owner, obtain bids or proposals from contractors previously identified as being acceptable to the Owner, for full performance of the Construction Contract. The Surety shall furnish the Owner a copy of such bids or proposals upon receipt of same. The Surety shall promptly select, with the agreement of the Owner, the best responsive bid or proposal and shall promptly tender the contractor submitting it, together with a contract for fulfillment and completion of the Construction Contract executed by the completing contractor, to the Owner for the Owner's execution. Upon execution by the Owner of the contract for fulfillment and completion of the Construction Contract, the completing contractor shall furnish to the Owner a performance bond and a separate payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond shall be in the penal sum of the (1) fixed price for completion, (2)

guaranteed maximum price for completion, or (3) estimated price for completion, whichever is applicable. The Owner shall pay the completing contractor from its own funds only such sums as would have been due and payable to the Contractor under the Construction Contract as and when they would have been due and payable to the Contractor in the absence of the default and termination. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Construction Contract, the Owner shall notify the Surety of such payment(s) in writing, and the Surety shall reimburse the Owner for such sums within ten (10) days of receipt by the Surety of written notice from the Owner of such payment.

(C) Take any and all other acts, if any, mutually agreed upon in writing by the Owner and the Surety.

4.

In the event that the Surety fails to comply with Paragraph 3 within the time prescribed therein, the Owner, at its option, and without waiving any other rights it may have hereunder or otherwise, but expressly reserving same, may take possession of the Project and complete it by whatever method, including the acceleration of the Project if required in order to achieve timely Substantial Completion, that the Owner may deem expedient. If the Owner elects to take possession of the Project, the Owner may submit periodic claims for payment to the Surety for such sums as the Owner may be required to pay in excess of these sums it would have been required to pay to the Contractor under the Construction Contract in the absence of the default and termination. The Surety shall pay the Owner upon such periodic claims within twenty (20) days of the Surety's receipt thereof. Said payments by the Surety shall continue until the full Penal Sum of this Performance Bond has been paid in full. Any claims that are not paid within said period of time shall bear interest at the rate of twelve (12) percent per annum. All interest charged on said claims for late payment shall be in excess of the Penal Sum of the Performance Bond, and payments of such interest shall not be credited against such Penal Sum.

5.

In addition to those duties set forth hereinabove, the Surety shall promptly pay the Owner all loss, costs and expenses resulting from the Contractor's default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys fees, court costs, expert

witness fees, litigation expenses, liquidated or actual damages, as applicable, for delay in completion of the Project, and fees, expenses and costs incurred at the direction, request, or as a result of the acts or omissions of the Surety.

6.

Except as provided in Paragraph 5, in no event shall the Surety be obligated to the Owner hereunder for any sum in excess of the Penal Sum. As used in this Performance Bond, the term "Penal Sum" means the amount stated as the penal sum in the preamble of this Performance Bond, as that amount may be adjusted from time to time pursuant to Paragraph 7 below.

7.

No agreement, modification, omission, addition, or change in or to the Construction Contract, change in work covered by the Construction Contract, or extension of time for the completion of the Construction Contract shall impair, affect, or release the Surety of this Performance Bond. The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total amount payable by the terms of the Construction Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Construction Contract is increased.

8.

This Performance Bond is provided by the Surety for the sole and exclusive benefit of the Owner, together with its successors or assigns. No other party, person or entity shall have any rights against the Surety hereunder.

9.

Any notice required to be given under the terms of this document shall be deemed to have been given on the date the same is hand-delivered to the parties of this document, deposited in the United States mail to the addresses hereinafter stated with sufficient postage affixed thereto to insure delivery or sent by Certified Mail, Return Receipt Requested:

Surety:

Attn: _____

Contractor:

Attn: _____

Owner:

Henry County School District and the Board of Education
33 N. Zack Hinton Parkway
McDonough, Georgia 30253
Attn: Superintendent

10.

Any statutory limitation, which may be contractually superseded, to the contrary notwithstanding, any action hereon may be instituted so long as the applicable statute of limitations governing the Construction Contract has not run or expired.

[Signatures on next page]

CONTRACTOR:

(Typed Name)
BY: _____(SEAL)
(Signature)

(Printed Name, Title, Address)

ATTEST:

(Typed Name)
BY: _____(SEAL)
(Signature)

(Printed Name, Title, Address)

SURETY:

(Typed Name)
BY: _____(SEAL)
(Signature)

(Printed Name, Title, Address)

ATTEST:

(Typed Name)
BY: _____(SEAL)
(Signature)

(Printed Name, Title, Address)

(Performance Bond Contractor (2005))

PAYMENT BOND (Contractor)

_____, a corporation duly
[Insert Proper Name of Surety]
organized and existing under the laws of the State of _____, and duly authorized to
issue bonds in the State of Georgia, as surety ("Surety"), and

_____, as principal ("Contractor"), enter
[Insert Proper Name of Contractor]
into, execute this bond ("Payment Bond"), and bind themselves, their heirs, executors, administrators,
successors and assigns, both jointly and severally in favor of the Henry County School District and the
Henry County Board of Education, as obligee ("Owner") in the penal sum of

_____ dollars (\$ _____), as of _____
[Insert Penal Sum in words and numerals] *[Insert Date of Construction Contract]*

WHEREAS, the Contractor has executed a contract with the Owner of even date herewith
("Construction Contract") for construction of:

[Insert Description and Location of the Project]

("Project"); and,

WHEREAS, the Owner has required the Contractor to furnish this Payment Bond containing the
terms and conditions set forth herein as a condition to executing the Construction Contract with the
Contractor;

NOW THEREFORE, the Surety and the Contractor, both jointly and severally, and for themselves,
their heirs, administrators, executors and successors agree:

1.

The Construction Contract is hereby incorporated herein and by reference made a part hereof to
the same extent and effect as though it were copied verbatim herein. The Surety and the Contractor are
bound for the full performance of the Construction Contract including without exception all of its terms and
conditions, both express and implied, and, without limitation, specifically including Contractor's obligation
to pay for labor, materials, machinery, equipment and insurance provided in connection with the
Construction Contract performance.

2.

For purposes of this Payment Bond, Beneficiary is defined as any subcontractor or other person
supplying labor, materials, machinery, or equipment in the prosecution of the work provided for in the

Construction Contract, or any other person entitled to the protection of this Payment Bond pursuant to the provisions of Title 36, Chapter 91, Official Code of Georgia Annotated.

3.

Every Beneficiary who has not been paid in full for labor or material furnished in the prosecution of the work on the Project before the expiration of a period of ninety (90) days after the day on which the last of the labor was done or performed by such person or the material or equipment or machinery was furnished or supplied by such person for which such claim is made, or when he or she has completed his or her subcontract for which claim is made, shall have the right to bring an action on this Payment Bond for the amount, or the balance thereof, unpaid at the time of the commencement of such action and to prosecute such action to final execution and judgment for the sum or sums due such person; provided, however, that:

(A) Any person having a direct contractual relationship with a subcontractor but no contractual relationship, express or implied, with the Contractor where the Contractor has not complied with the notice of commencement requirements in accordance with Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action upon this Payment Bond upon giving written notice to the Contractor within ninety (90) days from the day on which such person did or performed the last of the labor or furnished the last of the material or machinery or equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was performed or done; provided, however, that: (i) the Contractor's failure to supply a copy of the notice of commencement within ten calendar days of receipt of a written request from a subcontractor, materialman or person shall render the provisions of this paragraph 3(A) inapplicable to such subcontractor, materialman or person, and (ii) the Contractor's failure to file a notice of commencement shall render the notice to contractor requirements of this paragraph 3(A) inapplicable.

(B) Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the Contractor where the Contractor has complied with the notice of commencement requirements in accordance with subsection (a) of Code Section 36-91-92, Official Code of Georgia Annotated, shall have the right of action on this Payment Bond provided such person shall, within thirty (30) days from the filing of the notice of commencement or thirty (30) days following the first delivery of labor, material, machinery or equipment, whichever is later, give to the Contractor a written notice setting forth:

(i) The name, address and telephone number of the person providing labor, material, machinery or equipment;

(ii) The name and address of each person at whose instance the labor, material, machinery or equipment is being furnished;

(iii) The name and the location of the Project; and

(iv) A description of the labor, material, machinery or equipment being provided and, if known, the contract price or anticipated value of the labor, material, machinery or equipment to be provided or the amount claimed to be due, if any; and

(C) Nothing contained in this Payment Bond shall limit the right of action of a Beneficiary to the ninety (90) day period referenced in paragraph 3(A) above.

The notice required under paragraph 3(A) of this Payment Bond may be served by registered or certified mail, postage prepaid, or statutory overnight delivery, duly addressed to the Contractor, at any place at which the Contractor maintains an office or conducts his or her business or at his or her residence, by depositing such notice in any post office or branch post office or any letter box under the control of the United States Postal Service; alternatively, notice may be served in any manner in which the sheriffs of the State of Georgia are authorized by law to serve summons or process.

4.

Contractor and Surety 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.

5.

The Surety's obligation hereunder shall not exceed the Penal Sum. As used in this Payment Bond, the term "Penal Sum" means the amount stated as the penal sum in the preamble of this Payment Bond, as that amount may be adjusted from time to time pursuant to paragraph 6 below plus the amount incurred by the Owner under paragraph 9 below.

6.

The Surety waives notice of any changes to the Construction Contract including, without limitation, changes in the contract time, the contract price, or the work to be performed. If the total amount payable by the terms of the Construction Contract is increased to an amount in excess of the then current Penal Sum, then, automatically and without notice to or any action required of any party, the Penal Sum shall be increased as the total amount payable by the terms of the Construction Contract is increased. No agreement, modification, omission, addition, or change in or to the Construction Contract, change in the work covered by the Construction Contract, or extension of time for the completion of the Construction Contract shall impair, affect, or release the Surety of this Payment Bond.

7.

No action can be instituted hereunder after one (1) year from the completion of the Construction Contract and the acceptance of the Project by the Owner and any other applicable public authorities.

8.

The Surety hereby agrees that no final settlement between the Owner and the Contractor shall abridge the right for any beneficiary hereunder whose claim may be unsatisfied.

9.

In the event that the Owner is required to enforce this Bond through any type of legal proceeding, the Contractor and Sureties shall pay all costs, including but not limited to attorney's fees, court costs, expert witness fees, litigation expenses, and any other cost incurred by the Owner in the enforcement of this Bond. Also, if the Owner is named in any type of legal proceeding concerning payment of any funds under the Contract or under this Bond, the Contractor and Sureties shall pay all costs, including but not limited to attorney's fees, court costs, expert witness fees, litigation expenses, and any other cost incurred by the Owner in the defense of such claim.

10.

Any Notice required to be given under the terms of this document shall be deemed to have been given on the date the same is hand-delivered to the parties to this document, deposited in the United States mail to the address hereinafter stated with sufficient postage affixed thereto to insure delivery, or sent by Certified Mail, Return Receipt Requested.

Surety:

Contractor:

Attn: _____

Attn: _____

Owner:

Henry County School District and the Board of Education
33 N. Zack Hinton Parkway
McDonough, Georgia 30253
Attn: Superintendent

11.

Notwithstanding any provision herein that may be to the contrary, this Payment Bond is intended to be a statutory payment bond under applicable laws of the State of Georgia and shall be so construed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CONTRACTOR:

(Typed Name)

BY: _____ (SEAL)
(Signature)

(Printed Name, Title, Address)

ATTEST:

(Typed Name)

BY: _____ (SEAL)
(Signature)

(Printed Name, Title, Address)

SURETY:

(Typed Name)

BY: _____ (SEAL)
(Signature)

(Printed Name, Title, Address)

ATTEST:

(Typed Name)

BY: _____ (SEAL)
(Signature)

(Printed Name, Title, Address)

Payment Bond Contractor. (February 2016)

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SECTION 006127 - GEORGIA SECURITY AND IMMIGRATION ACT

1.1 GEORGIA SECURITY AND IMMIGRATION ACT FORMS

- A. The Contractor shall provide a copy of these forms in accordance with the "General Conditions of the Contract for Construction," Article 3.4.4. Forms shall be provided for the contractor and each and every subcontractor on the project.

END OF SECTION 006127

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SECTION 006127.10 - CONTRACTOR AFFIDAVIT AND AGREEMENT

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with (Henry County Board of Education) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify, in acinformation of newly hird employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01 .08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the (name of the public employer) at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 202_____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

DOCUMENT 006127.20 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (Henry County Board of Education) has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV / Basic Pilot Program* User Identification Number

BY: Authorized Officer or Agent Date
(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____. 202____

Notary Public

My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(End of Form)

END OF SECTION 006127.10

SECTION 006128 - COMPETITIVE AWARD AFFIDAVIT

1.1 COMPETITIVE AWARD AFFIDAVIT

- A. The Contractor shall provide the "Competitive Award Affidavit" in accordance with the "General Conditions of the Contract for Construction," Article 3.20.

END OF SECTION 006128

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SECTION 006128.10 - COMPETITIVE AWARD AFFIDAVIT FORM

(This form to be executed in compliance with Official Code of Georgia Annotated Section 36-91-21(e). If the Contractor is a partnership, the Affidavit shall be executed by all of the partners and any officer, agent, or other person who may have represented or acted for them in bidding for or procuring the contract. If the contractor is a corporation, all officers, agents, or other persons who may have acted for or represented the corporation in bidding for or procuring the contract shall execute the Affidavit).

State of Georgia

County of _____

_____, being duly sworn, hereby deposes
(Insert name of Affiant)

and says that he/she has read, and is familiar with, the provisions of Official Code of Georgia Annotated Section 36-91-21 (d) which provide as follows:

(d) Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

and that he/she has not directly or indirectly violated said provision of the law.

Signature of Applicant

Further, Affiant saith not.

This _____ day of _____, 20_____.

Sworn to and subscribed before me this _____ of _____ 20_____.

Notary Public

END OF SECTION 006128.10

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SECTION 006313 - REQUEST FOR INFORMATION

CONTRACTOR REQUEST FOR INFORMATION

Project: Request for Information Number:
Date of Request:
Architect's Project Number:

To: PBK Architects Georgia, P.C. Contractor:
P.O. Box 880
(525 East Taylor Street)
Griffin, Georgia 30223

Copies to: Attention:
The Contractor shall notify the Architect, in writing, if any change in Contract Sum or Contract Time is necessary based on this Request for Information.
Question: (Number each question)

Answer: (Number to correspond to each question.)

Attachments:

By: Date Returned:

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SECTION 007213 - GENERAL CONDITIONS

1.1 GENERAL CONDITIONS OF THE CONTRACT

- A. The General Conditions of the Contract for Construction, AIA DOCUMENT A201-2017, Articles 1 through 16 inclusive as edited is a part of this Contract, and is incorporated herein.

END OF SECTION (EXCEPT FOR THE FOLLOWING DOCUMENTS) 007213

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« SRO Offices - Warhawk Fieldhouse Modifications »
« 47 Lemon Street »
« McDonough, GA 30253 »

THE OWNER:

(Name, legal status and address)

« Henry County Board of Education »
« 33 North Zack Hinton Parkway »
« McDonough, Georgia 30253 »

THE ARCHITECT:

(Name, legal status and address)

PBK Architects Georgia, P.C.
525 East Taylor Street »
Griffin, GA 30223 »

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.1.1 The Owner makes no representation or warranty of any nature whatsoever to the Contractor concerning the Contract Documents. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient for construction and that the Contractor has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents as no such representations or warranties have been or are hereby made.

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

§ 3.4.4 The Contractor shall, in accordance with the "Georgia Security and Immigration Compliance Act" of 2006, O.C.G.A. 13-10-90 and 13-10-91 and the Georgia Department of Labor, execute the "Contractor

Affidavit and Agreement” in the “Project Forms” section of the Project Manual and provide a copy of this affidavit to the Owner through the Architect. Further, the Contractor shall have each and every subcontractor, regardless of tier, execute the “Subcontractor Affidavit” and provide a copy of this Affidavit to the Owner through the Architect. The Contractor and all subcontractors shall submit these affidavits prior to the initial application for payment. Any subcontractor retained after the initial application for payment shall provide affidavits prior to submitting any application for payment for work associated with their work. No payment will be made for any work done by any contractor or subcontractor prior to receiving said affidavits.

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such

notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

3.7.6 Permits for Boilers and Pressure Vessels: The Contractor or Subcontractor responsible for the installation of the boiler, water heater, and all other equipment including Owner furnished equipment, having an input of 200,000 BTUH or Greater shall contact the Georgia Department of Labor, Safety Engineering Section and obtain and pay for a permit to install this equipment. This permit shall be obtained prior to any work being performed.

3.7.6.1 The Contractor or Subcontractor shall also make arrangements and pay for having the boiler, water heater, and other pressure vessels installations inspected by the Georgia Department of Labor. A copy of the inspections shall be submitted to the Architect and a copy shall be included in the operation and maintenance manuals.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

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

§3.19 NOTICE OF COMMENCEMENT

§3.19.1 The Contractor shall file a NOTICE OF COMMENCEMENT with the Clerk of the Superior Court of Henry County, Georgia no later than fifteen (15) days after the Contractor physically commences work on the site. The Contractor shall furnish a copy of the NOTICE OF COMMENCEMENT to the Architect and to anyone else making a written request.

The NOTICE OF COMMENCEMENT shall contain the following information:

1. The name, address, and telephone number of the Contractor.
2. The name and location of the project being constructed and the legal description of the property upon which the improvements are being made.
3. The name and address of the true owner.
4. The name and address of the surety for the performance and payment bonds.
5. Any other requirements called for in the Official Code of Georgia Annotated - Sections 36-91-72 and 44-14-361.5.

§3.20 COMPETITIVE AWARD (OCGA 36-91-21(e))

§3.20.1 The Contractor shall execute the Competitive Award Affidavit in accordance with OCGA 36-91-21(e) and convey it to the Owner prior to commencing any Work on this Project. The Owner's "officer whose duty it is to make the payment" shall maintain this Affidavit on file. Refer to "Project Forms" section of the Project Manual.

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

§ 4.2.14.1 Written request for interpretations (R.F.I.'s) required of the Architect received after noon on the last working day of the Architect's work week shall be acknowledged as received on the Architect's following normal working day.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner’s Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.2.2 An allowance for overhead and profit shall be applied to the Net Additional Allowable Expenditures of a Change in Work and shall be included in the total cost to the Owner. These percentages shall be based on the following schedule:

For the Contractor, for Work performed by the Contractor's own forces, 15% for overhead and profit of the cost of Net Additional Allowable Expenditures.

For the Contractor, for Work performed by his Subcontractor, 7-1/2% for overhead and profit of the amount due the Subcontractor for Net Additional Allowable Expenditures.

For each Subcontractor involved, for Work performed by that Subcontractor's own forces, 15% for overhead and profit for the Net Additional Allowable Expenditures. A Subcontractor shall receive no allowance for overhead and profit on work not performed by his own forces. Under this Contract, the forces of a Subcontractor of a Subcontractor are deemed to be and are the forces of the Subcontractor.

DEFINITION

The above percentage for overhead and profit shall be applied to the "net additional allowable expenditures," if any, as limited and defined herein. If the net difference between "allowable expenditures" and savings results in a decrease in expenditures, the amount of credit allowed the Owner shall be the net decrease without any credit for profit and overhead. "Net additional allowable expenditures" as used herein shall mean the difference between all "allowable expenditures" and savings. The term "allowable expenditures" is limited to and defined as items of labor or materials, the use of heavy construction equipment [such as scrapers, backhoes, excavators, bulldozers, draglines, motor graders, and like equipment], and all such items of cost as public liability and worker's compensation insurance, social security and old age and unemployment insurance, and (in cases where there is an extension of time) pro rata expenditures for time of foremen employed in the direct superintendence of productive labor in execution of changes. All expenditures not included in the term "allowable expenditures" as limited and defined in this article shall be considered as overhead, including, but, not limited to, insurance other than that which is mentioned in this article, bond premiums, supervision, travel (meals, transportation, and lodging) superintendence [except pro rata time of foremen as referred to herein], timekeepers clerks, watchmen, hand tools, small tools, incidental job burdens, engineering, drafting, and office expense including cost of preparing Change Proposal Estimates. Any other provisions in the contract documents to the contrary notwithstanding, only demonstrable, direct, out-of-pocket expenditures for the changes plus percentages as set forth hereinabove shall be allowable for Changes in the Work. No wages of a foreman shall be allowable for change carried on concurrently with contract work unless the claim includes a demand for extension of time caused by the authorizing or ordering of the change.

In order to facilitate the Architect's review of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner indicated in the attached example at the end of this section. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$10.00 be approved without such itemization. No Proposal Request will be accepted unless it is in such detail as set forth in the attached example. (See Example of Method of Determining Adjustments to the Contract included at the end of this Section).

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

§ 8.3.4 In the event the Contractor shall be delinquent in respect to compliance with the time limits established in the Contractor's Construction Schedule (not due to any of the causes indicated in Subparagraph 8.3.1), he shall, within seven days after receipt of written demand of the Owner, provide whatever means necessary, including but not limited to, overtime, extra shifts, additional crews, more resources, etc., until such time as he shall have brought the amount of work in place into compliance with the Contractor's Construction Schedule. Fulfillment of these requirements above (hereinafter referred to as "recovery of lost time required of the Contractor for his breach of the covenant as to time") shall not relieve the Contractor from liability for breach of the covenant as to time (see Article 3.2 of the Form of Agreement Between Owner and Contractor). For account of recovery of lost time required of the

Contractor for his breach of the covenant as to time, the Contractor shall be entitled to no claim against the Owner.

8.3.5 The Contractor agrees that Work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the Contract Time called for in the Contract Documents. It is expressly understood and agreed that the Contractor has considered all contingencies and factors affecting his ability to perform all the work within this time, including among others, delays caused by normal adverse weather conditions (as detailed in 8.3.6 below) and other possible delays caused by the industrial conditions prevailing in this locality, and after consideration of these factors, he has made an allowance for such factors before agreeing to completion date specified in the Contract Documents, and does further agree that all things considered, such completion date is a reasonable time for completion of all Work to be performed hereunder, without the need for any extension of time for any reasons than those specified in Subparagraph 8.3.1.

8.3.6 Contract Time will not be extended for normal adverse weather. The time for Substantial Completion as stated in the Contract Documents includes due allowance for calendar days which are considered normal adverse weather condition days.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect at least fifteen (15) days before the first Application for Payment, the Contractor shall submit to the Architect a schedule of values allocated to the various portions of the Work, prepared on forms similar to those included at the end of Division 1 Section "Payment Procedures." The Architect shall review said schedule within fifteen (15) days after receipt. If the Architect determines that any item in this schedule contains an unjustified amount or value, the Architect shall have the right to modify any item to reflect an amount or value that the Architect deems appropriate and to be in the best interest of the Owner. Once said schedule of values has been reviewed and modified, if necessary, the Architect shall sign and return a copy thereof to the Contractor. This schedule shall be used as the basis for reviewing the Contractor's Application for Payment.

§ 9.3 Applications for Payment

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

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

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

§ 9.3.1.3 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor for work in place and material stored on site on account of progress payments. If the provisions of the Official Code of Georgia Annotated, Code Section 13-10-80 are in effect, the retainage shall be disbursed in accordance with this Code and Article 9.8 of the General Conditions of the Contract.

§ 9.3.1.4 If the Contractor's Application for Payment contains requests for payments for work in-place or for stored materials and the Architect determines that work in-place is not complete or material is not properly stored on site, the Architect shall reject the application in total, and Contractor shall resubmit a new application revised as per Architect's determinations.

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

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

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

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

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

§ 9.5.5 After the issuance of a Certificate for Payment by the Architect, the Owner may withhold payment to the Contractor or, because of subsequently discovered evidence, may withhold partial payment, to the extent as may be necessary to protect the Owner from loss from which the Contractor is responsible because of:

- .1 defective work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 persistent failure to carry out the Work in accordance with the Contract Documents.
- .8 or other acts of default.

§ 9.6 Progress Payments

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

§ 9.6.1.1 Until Substantial Completion, the Owner shall pay ninety-five percent (95%) of the amount due the Contractor for work in place and material stored on site on account of progress payments. If the provisions of the Official Code of Georgia Annotated, Code Section 13-10-80 are in effect, the retainage shall be disbursed in accordance with this Code and Article 9.8 of the General Conditions of the Contract.

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.8.5.1 The Owner will make payment within 30 days of the date of Substantial Completion of the amount requested by the Application for Payment that coincides with, or follows, the date the Contractor has achieved Substantial Completion, less the following amount of retainage:

Retainage shall be reduced to **not less than 5% of Contract Amount of the entire Project.**

The Reduction of Retainage established at Substantial Completion of the entire Project **will not** be further reduced until such standard of completion of work has been achieved so as to reduce the amount of incomplete work to a dollar value estimated by the Architect to be equal to or less than ½ of 1% of the Contract Amount.

At this time, the Architect will assign a value equal to 200% of the value of any remaining incomplete or unacceptable Punch List items. The Architect shall determine the value of any such items including appropriate value of any remaining final Close-Out Documents, Warranties, etc.

Note: A value of 5% of the Line Item amount on the CONTINUATION SHEET (G703) shall be assessed for each major warranty not furnished for the Project.

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

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

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

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

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

9.11 LIQUIDATED DAMAGES

9.11.1 Time is of the essence to the Contract Documents and all obligations thereunder. The Contractor acknowledges and recognizes that the Owner is entitled to the full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has binding agreements and public trust commitments based upon the Contractor achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to achieve Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure as well as potential breaches of its public trust. The exact amount of such damages will be extremely difficult to ascertain. Therefore, the Owner and Contractor agree as follows:

If the Contractor fails to achieve Substantial Completion of the Work as defined in the Contract Documents within the Contract Time or as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Contractor, not as a penalty, but as liquidated damages representing an estimate of damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract, the sum indicated in the following schedule based on Contract Price, per day for each and every calendar day of un-excused delay in achieving

Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of the delayed completion of the Work.

Liquidated damages applicable to this Contract shall be the amount stated in the right column below which is directly opposite the applicable Contract Price range stated in the left column below.

<u>If The Original Contract Price Is:</u>	<u>Daily Liquidated Damages Shall Be:</u>
Up to \$49,999.99	\$50
\$50,000.00 to \$99,999.99	\$100
\$100,000.00 to \$299,999.99	\$200
\$300,000.00 to \$599,999.99	\$300
\$600,000.00 to \$999,999.99	\$400
\$1,000,000.00 to \$1,999,999.99	\$500
\$2,000,000.00 to \$4,999,999.99	\$750
\$5,000,000.00 to \$9,999,999.99	\$1,500
\$10,000,000.00 to \$14,999,999.99	\$2,500
\$15,000,000.00 to \$19,999,999.99	\$3,500
\$20,000,000.00 or above	The product of .0002 multiplied by the Original Contract Price.

§ 9.112 The Owner may deduct liquidated damages described above from any unpaid amounts then or thereafter due the Contractor under this Agreement. The Owner may also, when the Owner reasonably believes that Substantial Completion will be inexcusably delayed, withhold any amounts otherwise due to the Contractor an amount believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The

Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

Workers' Compensation:

State: Statutory

Applicable Federal (e.g., Longshoremen's): Statutory

Employer's Liability: Bodily Injury by Accident \$100,000 each accident.

Bodily Injury by Disease \$100,000 each employee with \$500,000 Policy Limit.

Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations, Broad Form Property Damage):

\$1,000,000.
\$2,000,000.

Each Occurrence
Annual Aggregate Limit

Products and Completed Operations to be maintained for three (3) years after final payment, commencing with issuance of final Certificate for Payment.

Property Damage Liability Insurance will provide X, C, or U coverage as applicable.

Contractual Liability (Owner's Protective Liability - Furnished by Contractor under Separate Policy):

\$1,000,000.

Each Occurrence

Comprehensive Automobile Liability:

\$1,000,000.

Each Occurrence

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2.

Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable cost properly attributable thereto.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.3 If by the terms of this insurance any mandatory deductibles are required, or if the Contractor should elect, with the concurrence of the Owner, to increase the mandatory deductible amounts or purchase this insurance with voluntary deductible amounts, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.1.6 The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of paragraph 11.3.7.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Contractor shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds. This coverage shall include testing of boiler, machinery, and similar equipment. The builders risk policy shall contain installation floater coverage.

§ 11.4 Waivers of Subrogation

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

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

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

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

§11.6 Adjustment and Settlement of Insured Loss

§ 11.6.1 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Contractor as fiduciary for the insureds, as their interest may appear, subject to requirements of any applicable mortgagee clause and Section 11.3.10. The Contractor shall pay subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written legally required for validity, shall require subcontractors to make payments to their sub-contractors in similar manner.

§ 11.6.2 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement Between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a change in the Work in accordance with Article 7.

§ 11.6.3 The Contractor as Fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection be made, settlement will be made in accordance with Paragraph 15.5.

§ 11.7 PERFORMANCE BOND AND PAYMENT BOND

§ 11.7.1 The Contractor shall furnish separate Bid, Performance and Payment Bonds to the Owner. The Bid Bond shall set forth a penal sum in an amount not less than 5% of the Contract Sum. Each Performance and Payment Bond shall set forth a penal sum in an amount not less than the Contract Sum. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Sum is adjusted by Change Order, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The Performance and Payment Bonds furnished by the Contractor shall be on forms included in Division 0, Section 006113 Performance and Payment Bonds.

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

§ 11.7.3 In the event that Owner finds it necessary to collect from any bond required by this Contract, Contractor and the Surety shall pay Owner all costs associated therewith, including but not limited to attorney's fees, court costs, filing fees and associated expenses.

§ 11.7.4 A surety, to be acceptable, will be required to meet the following criteria:

- a. A Company holding a Certificate of Authority as an acceptable Surety on Federal Bonds, as published in the latest such listing in The Federal Register, Part II, U.S. Department of the Treasury Notices having an underwriting limitation equal to or greater than the amount of the bid, including any additive alternates which may be applicable to the bid, and an insurance company licensed to do business within the State of Georgia as a company writing policies of insurance and/or bid bonds, payment bonds and performance bonds, regulated as such by the Georgia Department of Insurance, and a participant in the State of Georgia Insurance and Solvency Pool, and meet the following additional criteria:

- (1) A company with a rating in the A.M. Best Companies' most recent published rating of "A++ or A+: Class IV or Larger".
- (2) A company with a rating in the A. M. Best Companies' most recent published rating of "A: Class V or Larger".
- (3) A company with a rating in the A.M. Best Companies' most recent published rating of "A-: Class X or Larger".
- (4) A company which can furnish an assumption certificate or cut through clause in a statement of coverage under which payment is guaranteed 100% to third-party claimants by a reinsurer with a rating in A. M. Best Companies' most recent published rating of "A or A+: Class V or Larger".
- (5) In lieu of the A. M. Best Company Rating, insurers rated AAA, AA+, AA, AA- by Standard & Poors Insurance Rating Services will also be acceptable.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 Upon written notice from the Architect or Owner, the Contractor shall correct any Work failing to conform to the requirements of the Contract Documents, including any Rejected Work Notices. The Contractor shall begin corrective work within seven days of the receipt of said notice and continue working, with diligence and promptness, until the deficiencies have been brought into compliance with the Contract Documents.

§ 12.2.2 After Substantial Completion

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

a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect

timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

Payments due and unpaid under the terms of this Contract which remains unpaid after the due date will accrue interest at the rate of 7% per annum until payment has been made in full provided notice has been given as required by O.C.G.A. Section 13-11-7.

§ 13.6 GEORGIA PROMPT PAY

The terms and requirements of the Contract Documents shall supersede all provisions of the Georgia Prompt Pay Act (Code 1981, Section 13-11-1, enacted by GA. L.1994, p. 1398, Section 1)

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.2.5: If the Owner has terminated the Contract as provided in Section 14.2, and if it is subsequently determined for any reason that the Owner was not authorized to terminate the Contract as provided in said Section, the rights and obligations of the parties shall be the same as if the Owner has issued a Notice of Termination to the Contractor as provided in Paragraph 14.4.

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

§ 14.4.1.1: Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- .4 Assign to the Owner, in the manner, at the times, and to the extent directed by the Owner, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated. The Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- .5 Settle all outstanding liabilities and all Claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent the Owner may require. Its approval or ratification shall be final for all the purposes of this Subparagraph 14.4.2.
- .6 Transfer title to the Owner, and deliver in the manner, at the times, and to the extent, if any, directed by the Owner, (i) the fabricated or unfabricated parts, Work in progress, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of the Work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Owner;
- .7 Use his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices that the Owner directs or authorizes, any property of the types referred to in subparagraph .6 above, but the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Owner may direct;
8. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination

§ 14.4.3 After receipt of a Notice of Termination, the Contractor shall submit to the Owner his termination claim, in the form and with the certification the Owner prescribes. Such claims shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such one (1) year period or authorized extension. However, if the Owner determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such one (1) year period or extension. If the Contractor fails to submit his termination claim within the time allowed, the Owner may determine, on the basis of information available to it, the amount, if any, due to the Contractor because of the termination. The Owner shall then pay to the Contractor the amount so determined;

§ 14.4.4 Subject to the provisions of 14.4.3, the Contractor and the Owner may agree upon the whole or any part of the amount or amount to be paid to the Contractor because of the total or partial termination of Work under Section 14.4. The amount or amounts may include a reasonable allowance for profit on Work done. However, such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract price of Work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph 14.4.5, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the Owner to agree upon the whole amount to be paid to the Contractor because of the termination of Work under this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this paragraph 14.4.4

§ 14.4.5 If the Contractor and the Owner fail to agree as paragraph 14.4.4 provides, on the whole amount to be paid to the Contractor because of the termination of Work under Section 14.4, the Owner shall determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor the amounts determined as follows:

(1) For all Work performed before the effective date of the Notice of Termination, the total (without duplication of any items) of:

(I) The cost of such Work;

(ii) The cost of settling and paying claims arising out of the termination of Work under subcontracts or others as paragraph 14.2.5 provides. This cost is exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the Subcontractor before the effective date of the Notice of Termination. These amounts shall be included in the cost on account of which payment is made under (I) above; and,

(iii) A sum, as profits on (I), above, that the Owner determines to be fair and reasonable. But, if it appears that the Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss.

(2) The reasonable cost of the preservation and protection of property incurred under subparagraph .2 of paragraph 14.4.2; and any other reasonable cost incidental to termination of Work under this Contract, including expense incidental to the determination of the amount due to the Contractor as a result of the termination of Work under this Contract. The total sum of this Section 14.4 shall not exceed the total Contract Sum as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of Work not terminated. Except for normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amount payable to the Contractor under (1) above, the fair value, as determined by the Owner of property which is destroyed, lost, stolen, or damaged, to the extent that it is undeliverable to the Owner, or to a buyer under subparagraph 7 of paragraph 14.4.2;

§ 14.4.6 The Contractor shall have the right to make claim from any determination the Owner makes under paragraph 14.4.3 or paragraph 14.4.5. But, if the Contractor has failed to submit his claim within the time provided in paragraph 14.4.3 and has failed to request extension of such time, he shall have no such right of appeal. In any case where the Owner has determined the

amount due under paragraph 14.4.3 or paragraph 14.4.5, the Owner shall pay to the Contractor the following: (1) the amount so determined by the Owner or (2) if an adverse proceeding is initiated, the amount finally determined in such proceeding;

§ 14.4.7 In arriving at the amount due the Contractor under this Section 14.4, there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the termination portion of this Contract, (2) any claim which the Owner may have against the Contractor in connection with this Contract, and (3) the agreed price for, or the proceeds of sale of, any materials, supplies or other things kept by the Contractor or sold, under the provisions of this Section 14.4, and not otherwise recovered by or credited to the Owner;

§ 14.4.8 If the termination hereunder be partial, before the settlement of the termination portion of this Contract, the Contractor may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract related to the continued portion of the Contract (the portion not terminated by the Notice of Termination). Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall limit the right of the Owner and the Contractor to agree upon the amount or amounts to be paid to the Contractor for the completion of the continued portion of the Contract when the Contract does not contain an established contract price for the continued portion.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 7 days after occurrence of the event giving rise to such Claim or within 7 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary. No increase in contract time shall be considered or granted for a change order issued for work that does not adversely impact the critical path of the work for the project.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction. No increase in contract sum will be made for a claim accepted by the owner for an increase in the contract time due to abnormal adverse weather conditions.

§ 15.1.7 Claims for Delay Damages. The Contractor is not entitled to recover damages for home office overhead; loss of efficiency; loss of bonding capacity; interest on money borrowed; loss of use of capital; or other consequential damages resulting from delays.

§ 15.2 Initial Decision

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

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

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

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

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

§ 15.2.6. When a written decision of the Initial Decision Maker states that (1) the decision is final but subject to legal or equitable proceedings and (2) a demand for legal or equitable proceedings for a Claim covered by a decision must be made 30 days after the date on which the party making the demand receives the final written decision, then failure to demand legal or equitable proceedings within 30 days' period shall result in the Initial Decision Maker's decision becoming final and binding upon the Owner and Contractor. If the Initial Decision Maker renders a decision after legal or equitable proceedings have been initiated, such decision may be entered as evidence, but shall not supersede legal or equitable proceedings unless the decision is acceptable to all parties concerned.

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

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

§ 15.3 Mediation

Article 15.3 entitled MEDIATION, along with any and all references to mediation throughout the General Conditions of the Contract, is stricken in its entirety. Refer to Article 15.5 DISPUTES, CLAIMS AND LITIGATION for hearing and determining claims.

§ 15.4 Arbitration

Article 15.4 entitled ARBITRATION, along with any and all references to arbitration throughout the General Conditions of the Contract, is stricken in its entirety and the following is substituted in lieu thereof:

§ 15.5 DISPUTES, CLAIMS AND LITIGATION.

§ 15.5.1 Any Claims arising out of or related to the Contract, except Claims relating to aesthetic effects and except those waived as provided for in paragraphs 9.10.4, and 9.10.5, shall be heard and determined by the Presiding Judge of the Superior Court of Henry County, Georgia. The Contractor and the Surety under the Payment Bond and Performance Bond do hereby consent to said Court having jurisdiction over the Contractor and the Surety under said bonds concerning all matters arising under the terms of said Contract and said bonds.

§ ARTICLE 16 - MISCELLANEOUS ITEMS:

§ 16.1 The architect and owner have entered into a Professional Services Agreement. If there are any discrepancies or differences between the Contract Documents and the Professional Services Agreement concerning the authority of the architect, the limitations of the architect, the responsibility of the architect, the payment for additional services and expenses to the architect, the administration of the contract by the architect, approvals to be made by the architect, the authority to reject work, copyright issues, decisions of the architects, inspections made by the architect, instructions given by the architect, interpretation of the contract documents and other related documents by the architect, project representation by the architect, the architect's relationship with the contractor and subcontractors, the architect's representations and site visits, the terms and conditions of the Professional Services Agreement shall control.

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**EXAMPLE OF METHOD OF DETERMINING ADJUSTMENTS TO THE CONTRACT
FOR CHANGES IN WORK (CHANGE ORDERS)
SEE ARTICLE 7.2.2 OF GENERAL CONDITIONS**

PROJECT: Office Bldg. For
ACME Machine Co.
27 10th Street
Atlanta, GA

DATE _____
CHANGE ORDER NO. _____
ARCHITECTS JOB NO. _____

FOR: Adding 15 Ceiling Fans, Etc. GENERAL CONTRACTOR: ABC CONSTRUCTION
COMPANY

ITEM	QUANTITY		LABOR		MATERIAL		TOTAL COST
½" EMT CONDUIT	545	LF	1.05	572.25	0.23	125.35	
3/8" FLEX CABLE	70	LF	1.03	72.00	0.20	13.65	
NO. 1900 BOXES	20	EA	3.00	60.00	1.20	14.00	
4" OCTAGON BOXES	15	EA	2.00	30.00	0.95	14.25	
NO. 1900 BLANKS	20	EA	1.50	30.00	0.50	10.00	
SP SW	13	EA	20.00	260.00	12.00	156.50	
INDUS SW PLATES	6	EA	2.00	12.00	3.00	18.00	
NO. 12 THHW CON- DUCTOR	2900	LF	0.16	464.00	0.08	232.00	
TOGGLE BOLTS	100	EA	0.15	15.00	0.30	30.00	
WIRE NUTS	100	EA	0.05	5.00	0.10	10.00	
½" COMP COUPLINGS	60	EA	1.00	60.00	1.00	60.00	
½" COMP COUPLINGS	40	EA	2.00	80.00	1.00	40.00	
#10X1" SHEET MTL STRAPS	100	LF	0.18	18.00	0.09	9.00	
FAN STEMS	15	EA	5.00	75.00	12.00	180.00	
3/8" ANCHORS	30	EA	1.33	40.00	0.55	16.50	
2" X2" X 3/16" ANGLES	45	LF	1.50	68.00	1.00	45.00	
CADDY STRAPS	100	EA	0.60	60.00	0.59	59.00	

SECTION 011000 - SUMMARY

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Proof of purchase for long-lead items.
 - 4. Owner-furnished products/contractor installed products.
 - 5. Access to site.
 - 6. Coordination with occupants.
 - 7. Work restrictions.
 - 8. Specification and drawing conventions.
 - 9. Miscellaneous provisions.
- B. Related Requirements:
 - 1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
 - 2. Section 017300 "Execution" for coordination of owner installed products.

1.3 PROJECT INFORMATION

- A. Project Identification: SRO Offices - Warhawk Fieldhouse Modifications, Project No. 250306.
 - 1. Project Location: 47 Lemon Street, McDonough, Georgia 30253
- B. Owner: Henry County Schools.
 - 1. Owner's Representative: Barry Miles.
- C. Architect: PBK Architects Georgia, P.C.
 - 1. Principal in Charge: Brett McIver
 - 2. Project Manager: Kanda Way
 - 3. Job Captain: Jada Harris
 - 4. Construction Administration Coordinator: Turner Burson, 770-227-5473.
- D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:
 - 1. Civil Engineer: Carter Engineering Group, Bryan Simpson, 478-219-2600.
 - 2. Structural Engineer: Kubala Engineers, Srikanth Bajaj, 770-227-5473.
 - 3. Plumbing Engineer: Andrews, Hammock & Powell, John Cosey, 478-405-8301.
 - 4. Mechanical Engineer: Andrews, Hammock & Powell, Jim Rice, 478-405-8301.
 - 5. Electrical Engineer: Andrews, Hammock & Powell, Naeem Osmani, 478-405-8301.
 - 6. Door Hardware Consultant: Assa Abloy, Evan Little, 505-274-0701.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
 - 1. This project consists of modifications of the existing Warhawk Fieldhouse to a new SRO Office building. The area of the renovated building is approximately 7000 sq. ft. Exterior renovations include re-roofing, replacing metal fascia, soffit panels, gutters and downspouts and cleaning existing walls & canopy. The interior of the building will be demolished and a new office layout with metal stud gypsum walls, restrooms, kitchen areas, new storefront entry doors and new windows. Site work to include removal of existing football grandstands, new parking areas, dumpster pad, sidewalks, entry canopy,

fencing and landscaping improvements. Provide new plumbing, mechanical and electrical work to support the completed office.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 PROOF OF PURCHASE FOR LONG-LEAD ITEMS

- A. Contractor shall submit to Owner proof of purchase of all mechanical units and any other long lead time items. This proof of purchase invoice shall be issued by the FACTORY and shall confirm that the order has been received from manufacturer's representative and shall be accompanied by copies of the mechanical units specifications, including make, size, voltage, model numbers, etc. and shall include anticipated shipping or delivery date. This submittal shall be issued to the General Contractor immediately after the Factory receives the Purchase Order from the Factory Representative so as not to delay the Work. Documents issued only by the Contractor as proof of purchase are not acceptable.

1.6 OWNER-FURNISHED PRODUCTS/CONTRACTOR-INSTALLED (OFCI) PRODUCTS

- A. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections.
- B. Owner-Furnished Products:
1. Soap Dispensers.

1.7 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to areas indicated on the Drawings.
 2. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 40 feet (1219.2 cm) beyond building perimeter; 10 feet (304.8 cm) beyond surface walkways, patios, surface parking, and utilities less than 12 inches (304.8 mm) in diameter; 15 feet (457.2 cm) beyond primary roadway curbs and main utility branch trenches; and 25 feet (762 cm) beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.
 3. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- B. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.8 COORDINATION WITH OCCUPANTS

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

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated.
1. Weekend Hours: At Contractor's discretion to be coordinated with Owner for work in existing buildings.
 2. Bus Traffic Interruption: Contractor shall not interrupt bus traffic and student loading and unloading for any reason. Approximate bus arrival and departure times/schedule will be provided by the owner.
 3. Hours for Utility Shutdowns: Weekends and holidays or as approved otherwise by the Owner.
 4. Hours for Core Drilling or other excessively noisy activities shall be performed after 4:00 p.m. during weekdays.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Architect and Owner not less than five days in advance of proposed utility interruptions.
 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
1. Notify Architect and Owner not less than five days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

- G. Employee Screening: Provide drug and background screening of Contractor personnel working on Project site.
 - 1. Maintain list of approved screened personnel with Owner's representative.
- H. Obscene or otherwise inappropriate gestures, comments, graffiti, notations, etc., will not be tolerated. Any persons which are found or identified in relation to such acts shall be removed from the Project immediately.

1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
 - 3. Keynoting: Materials and products are identified by reference keynotes on the Drawings.

1.11 MISCELLANEOUS PROVISIONS

- A. Inspection and Testing for Asbestos Content of Building Materials: Building materials which are scheduled to be incorporated into the work under the agreement shall first either be certified by the Manufacturer to be asbestos free or be inspected and tested by accredited laboratories and certified to be free of asbestos content in accordance with EPA, and AHERA rules.
 - 1. Materials under the above classifications shall not be considered for approval, acceptance or otherwise incorporated into the work prior to the receipt of either manufacturer certification or accredited laboratory test results indicating the building material is asbestos free. Copies of the certification or test reports shall be furnished to the Owner at the end of the project with the Project Record Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 011000

SECTION 012100 - ALLOWANCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Lump-sum allowances.
 - 2. Quantity allowances.
- C. Related Requirements:
 - 1. Section 004321 "Allowances Form" for form for allowances to be included with the Bid.
 - 2. Section 012200 "Unit Prices" for procedures for using unit prices.

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.7 ALLOWANCES, GENERAL

- A. Owner reserves the right to use unused portions of Allowances for other Work required by the Project.
 - 1. The Owner or Architect shall direct the Contractor as to the use of any unused Allowances.
- B. Allowances shown are generally for unforeseen conditions and are above and beyond any specific contract material and work requirements.
- C. Allowance Log: Keep a log of all allowances used and unused. Submit log with each application of payment.

1.8 LUMP-SUM ALLOWANCES

- A. Line items for each lump sum allowance scheduled shall be included on the "Schedule of Values" included with the Application for Lump Sum Payment.
- B. Contractor's costs associated with the allowances shall be based on the invoice amount from the subcontractor/utility company plus 7 ½ percent for Contractor's handling. Contractor shall coordinate work with subcontractor/utility company, obtain written cost estimate from the subcontractor/utility company, and have estimate approved by Owner prior to beginning work.
- C. Should the lump sum allowances be exceeded, change orders authorizing additional costs shall be executed using the same basis of the original allowance (subcontractor/utility company invoice plus 7 ½ percent for Contractor's handling).
- D. At project closeout, credit all unused allowances remaining in the Schedule of Values to Owner by Change Order.

1.9 QUANTITY ALLOWANCES

- A. Use quantity allowances as scheduled in this section in conjunction with unit prices as scheduled in Section 012200 "Unit Prices" to determine line item values associated with the quantity allowances schedule.
- B. All costs associated with Quantity Allowances are above and beyond quantities required to construct project as indicated on the Drawings.
- C. Line items for each quantity allowance scheduled shall be included on the "Schedule of Values" included with application for payments.
- D. Contractors costs associated with these line item values shall include all cost necessary, including but not limited to materials, delivery, installation, insurance, applicable taxes, overhead and profit, labor burden, etc.
- E. Should the quantity allowances be exceeded, change orders authorizing additional quantities shall use the same unit price as scheduled in Section 012200 "Unit Prices" for additional cost.
- F. At project closeout, credit all unused allowances remaining in the Schedule of Values to Owner by change order.

PART 2 PRODUCTS

2.1 PRODUCTS AND OR MATERIALS USED IN ALLOWANCES SHALL BE AS DEFINED OR APPROVED ELSEWHERE IN THE CONTRACT DOCUMENTS.

PART 3 EXECUTION

3.1 EXAMINATION

- A. If unsuitable soils or rock are encountered during the Project, the Project Testing Company and the Engineer of Record shall be notified immediately.

3.2 UNSUITABLE SOILS AND ROCK

- A. Removal, disposal and placement of unsuitable soils materials and any rock shall be at the recommendation of the Project's Testing Company and as approved by the Engineer of Record.
 - 1. Removal shall include removal by acceptable methods and equipment of the minimum quantities deemed necessary by the Project's Testing Company
 - 2. Disposal shall include disposal of materials either on site or off site as indicated. Disposal of materials on site shall be at the direction of the Engineer of Record. Rock materials disposed of on site shall be placed in fill slopes as directed by the Engineer of Record. Disposal of materials off site shall be in accordance with applicable laws and regulations. It shall be the responsibility of the Contractor to dispose of off site materials accordingly.
 - 3. Place shall include obtaining suitable backfill and or fill materials or stone obtained from on-site or off-site sources as indicated and placing materials and compacting to Project

requirements. Materials obtained from on-site sources shall be obtained from on site locations as directed by the Engineer of Record.

4. No allowances shall be paid unless all quantities are qualified, quantified and approved by the Projects Testing Company and the Engineer of Record.

3.3 REMOVAL & RELOCATION OF EXISTING UTILITIES

- A. Removal or relocation of utilities shall be coordinated by the Contractor.

3.4 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.5 SCHEDULE OF ALLOWANCES

- A. Lump Sum Allowances

1. Include the lump sum amount of \$100,000 to cover the cost charged by any utility provider for removing or relocating any existing utility lines, mains or poles that conflict with new construction and to cover work to extend utility conduit from pull box to final utility termination point.

- B. Quantity Allowances

1. Include in the Base Bid an amount to remove and dispose of offsite 250 cubic yards of unsuitable soil or uncompacted earth.
2. Include in the Base Bid an amount to remove and dispose of offsite 100 cubic yards of Mass Rock.
3. Include in the Base Bid an amount to remove and dispose of offsite 100 cubic yards of Trench Rock.
4. Include in the Base Bid an amount to furnish and place 100 tons of #57 stone.
5. Include in the Base Bid an amount to furnish and place 200 tons of graded aggregate base (GAB).
6. Include in the Base Bid an amount to furnish and place 150 tons of #4 stone.

END OF SECTION 012100

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SECTION 012200 - UNIT PRICES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 004322 "Unit Prices Form" for form for unit prices to be included with the Bid.
 - 2. Section 012200 "Allowances" for allowances associated with unit prices.
 - 3. Section 012600 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 4. Section 014000 "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantity allowances of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See Section 012100 "Allowances" and individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price 1:
 - 1. Include in the Base Bid an amount to remove and dispose of offsite one cubic yard of unsuitable soil or uncompacted earth as indicated in Specification Section 012100 - Allowances.
- B. Unit Price 2:
 - 1. Include in the Base Bid an amount to remove and dispose of offsite one cubic yard of Mass Rock as indicated in Specification Section 012100 - Allowances.
- C. Unit Price 3:
 - 1. Include in the Base Bid an amount to remove and dispose of offsite one cubic yard of Trench Rock as indicated in Specification Section 012100 - Allowances.

- D. Unit Price 4:
 - 1. Include in the Base Bid an amount to furnish and place one ton of #57 stone as indicated in Specification Section 012100 - Allowances.

- E. Unit Price 5:
 - 1. Include in the Base Bid an amount to furnish and place one ton of graded aggregate base (GAB) as indicated in Specification Section 012100 - Allowances.

- F. Unit Price 6:
 - 1. Include in the Base Bid an amount to furnish and place one ton of #4 stone as indicated in Specification Section 012100 - Allowances.

END OF SECTION 012200

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 4. Include costs of labor and supervision directly attributable to the change.
 - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 6. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
 - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 - 2. Submit the schedule of values to Architect at earliest possible date, but no later than 15 days before the date scheduled for submittal of initial Applications for Payment.
 - 3. The Schedule of Values must be approved by the Owner and Architect prior to submission of the initial application for proposal.
- B. Format and Content: Use Project Manual table of contents and the Summary section from each specification section as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section and one line for each product listed in the Summary section where applicable. Refer to the example found at the end of this section.
 - 1. When the project contains more than one facility or school, provide a full breakdown for each facility/school with the total of each facility/school added together to equal the base bids.
 - a. Breakdown for each facility/school shall include labor, material, allowances, etc., as indicated below
 - 2. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 3. Arrange schedule of values consistent with format of AIA Document G703.

4. Arrange the schedule of values with separate line items to indicate the following for each item listed:
 - a. Dollar value of the following:
 - 1) Labor.
 - 2) Materials. (including quantities)
5. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents.
6. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
7. Allowances (if applicable): Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the schedule of values.
9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.
 1. Contractor shall also submit Georgia Department of Education DOE Form 0263 to accompany each application for payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored on site, but not yet installed. Owner will not pay for items stored off-site.
 1. Payment for materials and equipment stored on site is subject to the approval of the Architect.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.

3. Provide summary documentation for stored materials on the form at the end of this section:
- a. Stored materials shown on "Schedule of Values/Continuation Sheet" in the stored materials column as a line item shall be broken down in detail in the "Type of Materials" column in the "Summary of Materials Stored" form.
- 1) As an example:
- The line item in the stored materials column on Schedule of Values/Continuation Sheet for HVAC might be \$96,877. This figure shall be entered in the "Type of Materials" column on the Summary of Materials Stored" form as follows:

Type of Materials	Quantity	Amount
HVAC Pipe	7,196 Feet	\$59,295.00
Pipe Fittings	1,364 Each	19,259.00
Hangers	775 Each	7,293.00
HVAC Valves	60 Each	8,850.00
Gauges & Thermometer	30 Each	2,130.00

The figures add up to \$96,877.00 – the same amount as shown on line item on Schedule of Values/Continuation Sheet.

- F. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours. All copies shall include waivers of lien and similar attachments if required. At least one copy shall be an original AIA Document.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner. An example of which is included at the end of this section.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
2. Schedule of values.

3. Contractor's construction schedule.
 4. Products list (preliminary if not final).
 5. Schedule of unit prices.
 6. Submittal schedule (preliminary if not final).
 7. List of Contractor's staff assignments.
 8. List of Contractor's principal suppliers and fabricators.
 9. Copies of building permits.
 10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 11. Initial progress report.
 12. Report of preconstruction conference.
 13. Certificates of insurance and insurance policies.
 14. Performance and payment bonds.
 15. Data needed to acquire Owner's insurance.
 16. Schedule of pre-installation conferences required by the contract documents.
 17. Initial damage report (if any).
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 3. Administrative actions and submittals that shall proceed or coincide with this application include:
 - a. Occupancy permits and similar approvals.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Start-up performance reports.
 - g. Change-over information, including door lock change over, related to Owner's occupancy, use, operation and maintenance.
 - h. Final cleaning.
 - i. Application for reduction of retainage and consent of surety.
 - j. Advice on shifting insurance coverage.
 - k. Final progress photographs.
 - l. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion.
 4. After the Certificate of Substantial Completion has been executed by all parties concerned and before payment is made the Contractor shall submit the following documents:
 - a. Submit CONSENT OF SURETY TO FINAL REDUCTION IN OR PARTIAL RELEASE OF RETAINAGE, A.I.A. Document G707A, if not previously submitted.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements, including punch lists, required training, and removal of surplus materials, rubbish, and similar materials from the Owner's property.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.

4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. AIA Document G707, "Consent of Surety to Final Payment."
7. Evidence that claims have been settled.
8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
9. Final liquidated damages settlement statement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 012900 (WITH THE EXCEPTION OF THE ATTACHED FORMS)

AFFIDAVIT AND WAIVER OF LIEN

_____ being first duly sworn, says that he/she makes this affidavit on behalf of _____ having entered into an agreement with _____, the Owner for _____, on the premises of the Owner located at _____; that all labor material and services committed for have been fully paid and indebtedness discharged to the date of this affidavit. Furthermore, for and in considerations of \$ _____, the undersigned does hereby waive, release and relinquish all claims for right of lien which the undersigned may now have upon the premises above described, for labor and material, general supervision of construction or alteration, and/or otherwise except for claims or right of lien for contract and/or change order work performed to extent that payment is being retained or will subsequently become due.

Name of Firm

Title of Officer

Subscribed and sworn to before me,

This _____ day of _____.

Notary

SCHEDULE OF VALUES/CONTINUATION SHEET

IN TABULATIONS BELOW AMOUNTS ARE STATED TO THE NEAREST DOLLAR

Application No:

Application Date:

Period To:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	<u>WORK COMPLETED</u>		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G) C)	BALANCE TO FINISH © - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICA-TION (D + E)	THIS PERIOD					
1.00	GENERAL CONDITIONS								
1.02	Supervision Quantity/Month								
1.03	Assistant Superintendent Quantity/Month								
1.06	Temporary Utilities Quantity/Month								
1.07	Temporary Office Quantity/Month								
1.08	Insurance & Bonds Lump Sum								
1.15	Equipment Lump Sum								
Etc.	Etc.								
2.00	Site Work								
2.01	Utility Allowance (L.S.)								
2.02	Temp. Vegetative Cover (Acre)								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	<u>WORK COMPLETED</u>		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G) C)	BALANCE TO FINISH © - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
2.03	Unsuitable Soils (C.Y.)								
2.04	Mass Rock (C.Y.)								
2.05	Trench Rock (C.Y.)								
2.06	Rip Rock (C.Y.)								
2.07	Demolition - Line Item for Each Sector/Phase (Unit as Applicable)								
2.08	Site Clearing (Acre)								
2.09	Top Soil								
2.10	Rough Grade (C.Y.)								
2.11	Final Grade (S.Y.)								
2.12	Excavation/Backfill (C.Y.)								
2.13	Soil Treatment (S.F.)								
2.14	Erosion Control (L.S.)								
2.15	NDPES (Monthly)								
2.16	Site Water (L.F.)								
2.17	Fire Protection (L.F.)								
2.18	Irrigation Systems (L.F.)								
2.19	Sanitary Sewer (L.F.)								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	<u>WORK COMPLETED</u>		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G) C)	BALANCE TO FINISH © - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
2.20	Storm Drainage (L.F.)								
2.21	Asphalt Pavement (S.Y.)								
2.22	Pavement Striping (L.F.)								
Etc.	Etc.								
3.00	CONCRETE								
3.01	Excavate Footings Quantity/CY								
3.02	Pour Footings Quantity/CY								
3.03	Prep SG Quantity/SF								
4.00	MASONRY								
4.01	Brick (labor) Lump Sum								
4.02	Block (labor) Lump Sum								
4.03	Brick (material) Quantity/Each								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	<u>WORK COMPLETED</u>		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G) C)	BALANCE TO FINISH © - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICA-TION (D + E)	THIS PERIOD					
4.06	Block (material) Quantity/Each								
4.11	Clean Brick Quantity/SF								
Etc.	Etc.								
7.00	Thermal & Moisture Protection								
7.01	Composite Sheet Waterproofing (S.F.)								
7.02	Bituminous Dampproofing (S.F.)								
7.03	Water Repellents (S.F.)								
7.04	Building Insulation (S.F.)								
7.05	Exterior Insulation & Finish Systems (S.F.)								
7.06	Vapor Barrier (S.F.)								
7.07	Conceal Fire Proofing (S.F.)								
7.08	Exposed Fire Proofing (S.F.)								
7.09	Firestopping (L.F.)								
7.10	Asphalt Shingles (S.Q.)								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	<u>WORK COMPLETED</u>		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G) C)	BALANCE TO FINISH © - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
7.11	Insulation Metal Wall Panels (S.F.)								
7.12	Flat Metal Wall Panels (S.F.)								
7.13	Metal Roof Panels (S.F.)								
7.14	Wood Siding (S.F.)								
7.15	Vinyl Siding (S.F.)								
7.16	Modified Bituminous Sheet Roofing (S.Q.)								
7.17	Sheet Metal Flashing & Trim (L.F.)								
7.18	Roof Expansion Assemblies (L.F.)								
7.19	Roof Accessories (EA)								
7.20	Metal Framed Skylights (EA)								
7.21	Plastic Skylights (EA)								
7.22	Joint Sealants (L.F.)								
15.00	MECHANICAL								
15.01	PLUMBING								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	<u>WORK COMPLETED</u>		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G) C)	BALANCE TO FINISH © - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15.02c	PVC PIPE (Outside) Quantity/LF								
15.03c	DI Pipe Quantity/LF								
15.04c	Fittings & Valves (Outside) Quantity/Each								
15.05c	Fire Hydrants Quantity/Each								
15.06c	Post Indicator Valves Quantity/Each								
15.10c	Manholes (Storm Sewer) Quantity/Each								
Etc.	Etc.								
15.40	HVAC								
15.41	Water Source Heat Pumps Quantity/Each								
15.42	Roof Top Units Quantity/Each								
15.46	Cool Towers & Heat Exchanger Quantity/Each								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	<u>WORK COMPLETED</u>		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G) C)	BALANCE TO FINISH © - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
15.47	Boilers Quantity/Each								
15.52	Kitchen Ventilation System Quantity/Each								
16.00	Electrical								
16.01	Conduit (LF)								
16.02	Surface Raceway (LF)								
16.03	Cable Tray (LF)								
16.04	Building Wire (LF)								
16.05	Device Boxes (EA)								
16.06	Wiring Devices (EA)								
16.07	Electrical Identification (EA)								
16.08	Switch Boards (EA)								
16.09	Disconnect Switches (EA)								
16.10	Dry Type Transformers (EA)								
16.11	Panel Boards (EA)								
16.12	Motor Control (EA)								
16.13	Transfer Switch (EA)								

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	<u>WORK COMPLETED</u>		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G) C)	BALANCE TO FINISH © - G)	RETAINAGE (IF VARIABLE) RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
16.14	Luminaries (EA)								
16.15	Flood Lighting Poles (EA)								
16.16	Packaged Generator Systems (EA)								
16.17	Fire Alarm Smoke Rough-In (LF)								
16.18	Fire Alarm & Smoke Devices (EA)								
16.19	Security System Rough-In (LF)								
16.20	Telephone & Computer Rough-In								
16.21	Intercom, Telemedia, & Clock System Rough-In								
16.22	Intercom, Telemedia & Clock System Devices								
16.23	Public Address System Rough-In								

SUMMARY OF MATERIALS STORED

In support of Application for Payment No. _____

(Project Improvement No.) _____ Period Ending: _____

Contractor: _____

ITEM NO	NAME (Contractor or Sub-Contractor)	TYPE OF MATERIAL	QUANTITY	AMOUNT (Dollars)
		TOTALS		

Prepared by _____ for _____
Contractor

Date _____ and certified by him to be true and accurate statement.

Date: _____

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Project meetings.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for submittals associated with this section that are required prior to application for payments.
 - 2. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
 - 3. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 - 4. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of Notice to Proceed, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office, and cellular telephone numbers, and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where existing conditions provide for tight spaces, coordinate installation for efficient use of space.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of Contractor's construction schedule.
 2. Preparation of the schedule of values.
 3. Installation and removal of temporary facilities and controls.
 4. Delivery and processing of submittals.
 5. Progress meetings.
 6. Preinstallation conferences.
 7. Project closeout activities.
 8. Startup and adjustment of systems.
 9. Demonstration and training of Owner's employees.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.
- E. Equipment other than that on which the Drawings are based:
1. The structural, mechanical and electrical requirements for certain items of equipment are based on a particular manufacturer. However, other manufacturers may have also been approved for use. It shall be the Contractor's responsibility to provide for any changes in structural, mechanical and electrical requirements for equipment other than that on which the Drawings and Specifications are based at no cost to the Owner. The Contractor shall give special attention to coordinating the location of the required electrical connections of equipment and coordinating the ampacity, voltage, and phase characteristics of the equipment furnished with the design ampacity, voltage, and phase of the specific electrical circuit indicated on the shop drawings for this equipment.

1.6 COORDINATION DRAWINGS

- A. Coordination Drawings General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

- b. Coordinate the addition of trade-specific information to the coordination drawings by subcontractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - f. Indicate required installation sequences.
 - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
 - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 - 2. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches (32 mm) in diameter and larger.
 - b. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - c. Location of pull boxes and junction boxes, dimensioned from column center lines.
 - 3. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
 - 4. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."

1.7 REQUESTS FOR INFORMATION (RFIS)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 - 1. Project name.
 - 2. Project number.
 - 3. Date.
 - 4. Name of Contractor.
 - 5. Name of Architect.
 - 6. RFI number, numbered sequentially.
 - 7. RFI subject.
 - 8. Specification Section number and title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and conditions, as appropriate.

11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Form bound in Project Manual. See Document 006313 "Request for Information."
1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. RFIs received by Architect after 12:00 p.m. (noon) will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Include the following:
1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT MEETINGS

- A. General: Contractor shall schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect after execution of the Agreement.
 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical work sequencing and long-lead items.
 - d. Designation of key personnel and their duties.
 - e. Lines of communications.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs.
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment.
 - j. Distribution of the Contract Documents.
 - k. Submittal procedures.
 - l. Preparation of record documents.
 - m. Use of the premises and existing building.
 - n. Work restrictions.
 - o. Working hours.
 - p. Owner's occupancy requirements.
 - q. Responsibility for temporary facilities and controls.
 - r. Procedures for moisture and mold control.
 - s. Procedures for disruptions and shutdowns.
 - t. Construction waste management and recycling.
 - u. Parking availability.
 - v. Office, work, and storage areas.
 - w. Equipment deliveries and priorities.
 - x. Testing and quality requirements.
 - y. Security.
 - z. Progress cleaning.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site 2 weeks before each construction activity that requires coordination with other construction.
 1. List of Conferences:
 - a. Prior to or coinciding with the initial application for payment, submit a list of all project required pre-installation conferences. List shall include applicable specification section number and name.
 - b. Additional pre-installation conferences: Owner reserves the right to require additional pre-installation conferences as necessary.
 2. Attendees: 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 Architect of scheduled meeting dates.
 3. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.

- b. Options.
- c. Related RFIs.
- d. Related Change Orders.
- e. Purchases.
- f. Deliveries.
- g. Submittals.
- h. Review of mockups.
- i. Possible conflicts.
- j. Compatibility requirements.
- k. Time schedules.
- l. Weather limitations.
- m. Manufacturer's written instructions.
- n. Warranty requirements.
- o. Compatibility of materials.
- p. Acceptability of substrates.
- q. Temporary facilities and controls.
- r. Space and access limitations.
- s. Regulations of authorities having jurisdiction.
- t. Testing and inspecting requirements.
- u. Installation procedures.
- v. Coordination with other work.
- w. Required performance results.
- x. Protection of adjacent work.
- y. Protection of construction and personnel.
- 4. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 5. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
- 6. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Progress Meetings: Conduct progress meetings at monthly intervals.
 - 1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction 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.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Status of submittals.
 - 4) Deliveries.

- 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Progress cleaning.
 - 10) Quality and work standards.
 - 11) Status of correction of deficient items and rejections of work (if any).
 - 12) Field observations.
 - 13) Status of RFIs.
 - 14) Status of proposal requests.
 - 15) Pending changes.
 - 16) Status of Change Orders.
 - 17) Pending claims and disputes.
 - 18) Documentation of information for payment requests.
 - 19) Any necessary information from the Owner or Architect that may affect project schedule or work.
3. Minutes: Contractor shall record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Startup construction schedule.
 - 2. Contractor's construction schedule.
 - 3. Construction schedule updating reports.
 - 4. Daily construction reports.
 - 5. Site condition reports.
 - 6. Special reports.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
 - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
 - 2. Predecessor Activity: An activity that precedes another activity in the network.
 - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
 - 1. Float time belongs to Owner.
 - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
 - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 INFORMATIONAL SUBMITTALS

- A. Where work involves more than one school facility, contractor shall provide separate schedules for each facility.
- B. Format for Submittals: Submit required submittals in the following format:
 - 1. PDF electronic file.
 - 2. Three paper copies, in color, on 11 x 17 unless requested otherwise.

- C. Startup construction schedule.
- D. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- E. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
 - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
 - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
 - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- F. Construction Schedule Updating Reports: Submit with Applications for Payment.
- G. Daily Construction Reports: Submit at weekly intervals.
- H. Site Condition Reports: Submit at time of discovery of differing conditions.
- I. Special Reports: Submit at time of unusual event.

1.5 COORDINATION

- A. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
 - 1. Secure time commitments for performing critical elements of the Work from entities involved.
 - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
 - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Activities: Treat each story or separate area or phase as a separate numbered activity for each main element of the Work. Comply with the following:
 - 1. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 - 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
 - 3. Startup and Testing Time: Include days for startup and testing.
 - 4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 - 5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
 - 1. Phasing: Arrange list of activities on schedule by phase.
 - 2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

3. Owner-Furnished Products: Include a separate activity for each product. Contractor shall determine dates needed for Owner furnished products.
 4. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordination with existing construction.
 - b. Limitations of continued occupancies.
 - c. Uninterruptible services.
 - d. Partial occupancy before Substantial Completion.
 - e. Use of premises restrictions.
 - f. Provisions for future construction.
 - g. Seasonal variations.
 - h. Environmental control.
 5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Mockups.
 - e. Fabrication.
 - f. Sample testing.
 - g. Deliveries.
 - h. Installation.
 - i. Tests and inspections.
 - j. Adjusting.
 - k. Curing.
 - l. Building flush-out.
 - m. Startup and placement into final use and operation.
 6. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
 - a. Completion of electrical installation.
 - b. Substantial Completion.
- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- E. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- F. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules and that is acceptable to Owner and Architect.

2.2 STARTUP CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Submit startup, horizontal, bar-chart-type construction schedule within 14 days of date established for the Notice to Proceed.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.

- B. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
 - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than the initial application for payment. The initial application for payment will not be processed until the contractor's construction schedule is received.
 - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
 - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
 - 3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to coordinate with the Contract Time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using a startup network diagram, prepare a skeleton network to identify probable critical paths.
 - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
 - a. Preparation and processing of submittals.
 - b. Mobilization and demobilization.
 - c. Purchase of materials.
 - d. Delivery.
 - e. Fabrication.
 - f. Utility interruptions.
 - g. Installation.
 - h. Work by Owner that may affect or be affected by Contractor's activities.
 - i. Testing.
 - j. Punch list and final completion.
 - k. Activities occurring following final completion.
 - 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
 - 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
 - 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
 - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- E. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
 - 1. Identification of activities that have changed.
 - 2. Changes in early and late start dates.
 - 3. Changes in early and late finish dates.
 - 4. Changes in activity durations in workdays.
 - 5. Changes in the critical path.
 - 6. Changes in total float or slack time.
 - 7. Changes in the Contract Time.

2.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
 - 1. List of subcontractors at Project site.
 - 2. List of separate contractors at Project site.
 - 3. Approximate count of personnel at Project site.
 - 4. Equipment at Project site.
 - 5. Material deliveries.
 - 6. High and low temperatures and general weather conditions, including presence of rain or snow including amounts.
 - 7. Accidents.
 - 8. Meetings and significant decisions.
 - 9. Unusual events (see special reports).
 - 10. Stoppages, delays, shortages, and losses.
 - 11. Meter readings and similar recordings.
 - 12. Emergency procedures.
 - 13. Orders and requests of authorities having jurisdiction.
 - 14. Change Orders received and implemented.
 - 15. Construction Change Directives received and implemented.
 - 16. Services connected and disconnected.
 - 17. Equipment or system tests and startups.
 - 18. Partial completions and occupancies.
 - 19. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate final completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
 - 1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules 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.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
 - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
 - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
 - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
 - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
 - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 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.
 - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
 - 4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.

- c. Submittal category: Action; informational.
- d. Name of subcontractor.
- e. Description of the Work covered.
- f. Scheduled date for Architect's final release or approval.
- g. Scheduled date of fabrication.
- h. Scheduled dates for purchasing.
- i. Scheduled dates for installation.
- j. Activity or event number.

1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow sufficient time for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If an intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow sufficient time for review of each resubmittal.
 - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow sufficient time for initial review of each submittal.
- C. Electronic submittals are preferred where practical.
- D. Electronic Submittals (e-mail): Contractor may send submittals by e-mail. E-mails shall be submitted to submittals@PBK.com. All e-mailed submittals shall be returned via e-mail.
 - 1. Do not follow up e-mailed submittals with hard copy submittals.
- E. Highlighter Pens: Refrain from using highlighter pens for marking submittals. Highlight pens do not reproduce when submittals are scanned or copied.
- F. Bound Submittals: Submittals provided in a bound form shall use 3-ring binders or some form of binding that is easily taken apart. Submittals are scanned as a part of the submittal processing and must be able to take apart and put back together easily.
- G. Architect's Digital Data Files: At the request of the Contractor, Electronic digital data files of the base floor plans will be provided by Architect for Contractor's use in preparing submittals.
 - 1. Architect will furnish Contractor one set of digital data drawing files of the base floor plans for use in preparing Shop Drawings.
 - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
 - b. Contractor shall execute a data licensing agreement, digital data release form as required by the architect.

- H. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 2. Name file with submittal number or other unique identifier, including revision identifier.
 - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
 3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
 4. Transmittal Form for Electronic Submittals: Use portable document format (PDF) containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name of Contractor.
 - e. Name of firm or entity that prepared submittal.
 - f. Names of subcontractor, manufacturer, and supplier.
 - g. Category and type of submittal.
 - h. Submittal purpose and description.
 - i. Specification Section number and title.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Related physical samples submitted directly.
 - m. Transmittal number numbered consecutively.
 - n. Submittal and transmittal distribution record.
 - o. Other necessary identification.
 - p. Remarks.
- I. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
1. Indicate the name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 x 5 inches (127 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Name of subcontractor.
 - f. Name of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.

4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as a final submittal.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
 - a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
 - 1) Project name.
 - 2) Date.
 - 3) Destination (To:).
 - 4) Source (From:).
 - 5) Name and address of Architect.
 - 6) Name of Contractor.
 - 7) Name of firm or entity that prepared submittal.
 - 8) Names of subcontractor, manufacturer, and supplier.
 - 9) Category and type of submittal.
 - 10) Submittal purpose and description.
 - 11) Specification Section number and title.
 - 12) Drawing number and detail references, as appropriate.
 - 13) Indication of full or partial submittal.
 - 14) Transmittal number numbered consecutively.
 - 15) Submittal and transmittal distribution record.
 - 16) Remarks.
 - 17) Signature of transmitter.
- J. Options: Identify options requiring selection by Architect.
- K. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- L. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- M. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- N. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.
 1. Project Record Documents: The submittals maintained on site shall become part of the "Project Record Documents" as described in Section 017839 "Project Record Documents." These documents shall be accessible to the owner, Architect, and their consultants on site during construction.
 2. Project Record Documents:
 - a. Color Selections: No color selections will be made until all submittals requiring color selection are submitted and approved.

PART 2 PRODUCTS

2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.
 - a. The architect will return the annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 - 2. Action Submittals: Submit one copy of each submittal unless otherwise indicated. The architect will return one copy.
 - 3. Informational Submittals: Submit one paper copy of each submittal unless otherwise indicated. Architect will not return copies.
 - 4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
 - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. **Mark each copy of each submittal to show which products and options are applicable.**
 - 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before or concurrent with Samples.
 - 6. Submit Product Data in one of the following format:
 - a. PDF electronic file.
 - b. One paper copy of Product Data unless otherwise indicated. The architect will return one copy.
 - 7. MEP and Fire Protection Binders: Submit two (2) copies of binders. The architect will return only the Engineer's comments by e-mail.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. **Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data**, unless submittal based on Architect's digital data drawing files is otherwise permitted.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (279.4 mm) but no larger than 30 by 42 inches (1066.8 mm).
3. Submit Shop Drawings in one of the following format:
 - a. PDF electronic file.
 - b. One opaque copy of each submittal. The architect will return one electronic copy.
 - c. Prepare Shop Drawings in the following format: Portable Document Formats (PDF), if submitted electronically.
 - d. Refer to Section 013100 "Project Management and Coordination" for requirements for coordination drawings.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed. Color samples shall be original hard copies. Electronic samples are not acceptable.
 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package. Samples shall be submitted separately for each specification section.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of applicable Specification Section.
 - e. Specification paragraph number and generic name of each item.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The architect will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit one set of Samples. Architect will mark up and return Sample set as a project record sample.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
 1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
 2. Manufacturer and product name, and model number if applicable.
 3. Number and name of room or space.
 4. Location within room or space.
 5. Submit product schedule in one of the following format:
 - a. PDF electronic file.
 - b. One paper copy of product schedule or list unless otherwise indicated. The architect will return one electronic copy.
- F. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- G. Contractor's Construction Schedule: Comply with requirements specified in Section 013200 "Construction Progress Documentation."
- H. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- I. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- J. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- K. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- L. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other specified information.
- M. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- N. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- O. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- P. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- Q. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- R. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- S. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- T. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- U. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- V. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- Y. **Safety Data Sheets (SDSs): Submit SDSs at Project Closeout along with Project Record Documents. SDSs sheets shall be bound in a three-ring binder.**

2.2 DELEGATED DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If the criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file or one paper copy of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include a list of codes, loads, and other factors used in performing these services.

PART 3 EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting it to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Approved: Fabrication/installation may be undertaken. Approval does not authorize changes in the contract sum or contract time.
 - 2. Approved as Noted: Fabrication/installation may be undertaken subject to compliance with the noted comments. Approval does not authorize changes in the contract sum or contract time.
 - 3. Revise and resubmit: Fabrication/installation may not be undertaken. Revise submittals in accordance with the noted comments. In resubmittal, limit corrections to the items marked and comments noted.
 - 4. Rejected: Fabrication/installation may not be undertaken. See noted reason(s) for rejection.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.
- C. Related Requirements:
 - 1. Section 013200 "Construction Progress Documentation" for developing the construction schedule to include necessary testing and inspections.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.6 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Name, address, and telephone number of technical representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.

3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.7 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. Testing agencies must be approved in writing by the Architect before Contractor engages the agency for services.

- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
 - 3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
 - 4. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 5. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 7. Demolish and remove mockups when directed unless otherwise indicated.

1.8 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner will engage a testing agency to perform all construction materials testing and ND PES testing for the project both within the building and on the site. This will not include any tests and inspections associated with plumbing, mechanical or electrical systems.
 - 2. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. The Owner will be responsible for the following quality-control testing services and inspections:
 - 1. All Construction Materials Testing including Special Inspections.
- C. The Owner will NOT provide for the following quality-control testing services and inspections. The Contractor shall include testing and inspection services for the following:
 - 1. Any and all testing and inspections (other than those that may be associated with Special Inspections) associated with plumbing, mechanical, and electrical systems.
 - 2. Any and all testing and inspection services associated with elevators.
- D. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

- a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- G. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- H. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
 8. Provide a rain gauge on site acceptable to the testing agency and log daily rainfall. Copies of log shall be made to testing agency and local authorities upon demand.
- I. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.9 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency/special inspector to conduct special tests and inspections required by Chapter 17 of the International Building Code as the responsibility of Owner, as indicated in Statement of Special Inspections attached to this Section, and as follows:
 1. Special Test and Inspections shall be in accordance with the "Schedule of Special Inspection Services," form included at the end of this section.
 - a. All testing/inspections indicated as applicable to this Project shall be performed in accordance with and to the extent indicated on the "Schedule of Special Inspections."
 - b. These forms shall be maintained in a central location at the Project Site. These forms will need to be accessed on a regular basis by the Agent (Special Inspector(s) for the Project.
 - c. When an individual Special Inspection task in the Schedule is completed for the last time on the Project and the Special Inspector has performed their final review, inspection, or test of that item for the Project, the Special Instructor shall initial and date the cell in the completed column on the forms adjacent to the task.
 2. Special Inspectors shall keep records of all tests and inspections. The Special Inspector shall provide copies of Inspection Reports to the Contractor, Architect, Engineer of Record, and the Building Official.
 - a. Reports shall indicate that the Work inspected was done in conformance to the Contract Documents. Work not in conformance with the Contract Documents shall be brought to the attention of the Contractor for immediate correction. Retesting/inspection shall be performed to insure compliance with Contract Documents.
 - b. Reports shall be submitted on a monthly basis.
 3. A "Final Report of Special Inspections" shall be provided for the Project at the completion of all Special Inspections and Testing required for this Project.
 - a. Each Special Inspector corresponding to an Agent in the "Schedule of Special Inspections" shall be required to complete a copy of this form.
 - b. Copies of all "Final Report(s) of Special Inspections" shall be provided to the Contractor, Architect, Engineer of Record, and the Building Official.
- B. Special Inspections will not be considered complete until all forms from all Agents (Special Inspector(s)) have been received.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 TEST AND INSPECTION LOG

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

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible

as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 014200 - REFERENCES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.3 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.4 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. AABC - Associated Air Balance Council; www.aabc.com.
2. AAMA - American Architectural Manufacturers Association; www.aamanet.org.
3. AASHTO - American Association of State Highway and Transportation Officials; www.transportation.org.
4. ACI - American Concrete Institute; (Formerly: ACI International); www.concrete.org.
5. ACPA - American Concrete Pipe Association; www.concrete-pipe.org.
6. AEIC - Association of Edison Illuminating Companies, Inc. (The); www.aeic.org.
7. AF&PA - American Forest & Paper Association; www.afandpa.org.
8. AGA - American Gas Association; www.aga.org.
9. AHAM - Association of Home Appliance Manufacturers; www.aham.org.
10. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The); www.ahrinet.org.
11. AI - Asphalt Institute; www.asphaltinstitute.org.
12. AIA - American Institute of Architects (The); www.aia.org.
13. AISC - American Institute of Steel Construction; www.aisc.org.
14. AISI - American Iron and Steel Institute; www.steel.org.
15. AITC - American Institute of Timber Construction; www.aitc-glulam.org.
16. AMCA - Air Movement and Control Association International, Inc.; www.amca.org.
17. ANSI - American National Standards Institute; www.ansi.org.
18. APA - APA - The Engineered Wood Association; www.apawood.org.
19. APA - Architectural Precast Association; www.archprecast.org.
20. API - American Petroleum Institute; www.api.org.
21. ARI - Air-Conditioning & Refrigeration Institute; (See AHRI).
22. ARI - American Refrigeration Institute; (See AHRI).
23. ARMA - Asphalt Roofing Manufacturers Association; www.asphaltroofing.org.
24. ASCE - American Society of Civil Engineers; www.asce.org.
25. ASCE/SEI - American Society of Civil Engineers/Structural Engineering Institute; (See ASCE).
26. ASHRAE - American Society of Heating, Refrigerating and Air-Conditioning Engineers; www.ashrae.org.
27. ASME - ASME International; (American Society of Mechanical Engineers); www.asme.org.
28. ASSE - American Society of Safety Engineers (The); www.asse.org.
29. ASSE - American Society of Sanitary Engineering; www.asse-plumbing.org.
30. ASTM - ASTM International; (American Society for Testing and Materials International); www.astm.org.
31. ATIS - Alliance for Telecommunications Industry Solutions; www.atis.org.
32. AWI - Architectural Woodwork Institute; www.awinet.org.
33. AWMAC - Architectural Woodwork Manufacturers Association of Canada; www.awmac.com.
34. AWPAA - American Wood Protection Association; (Formerly: American Wood-Preservers' Association); www.awpa.com.
35. AWS - American Welding Society; www.aws.org.
36. BHMA - Builders Hardware Manufacturers Association; www.buildershardware.com.
37. BIA - Brick Industry Association (The); www.gobrick.com.
38. BICSI - BICSI, Inc.; www.bicsi.org.
39. BIFMA - BIFMA International; (Business and Institutional Furniture Manufacturer's Association); www.bifma.com.
40. BOCA - BOCA; (Building Officials and Code Administrators International Inc.); (See ICC).
41. CDA - Copper Development Association; www.copper.org.
42. CEA - Consumer Electronics Association; www.ce.org.

43. CFSEI - Cold-Formed Steel Engineers Institute; www.cfsei.org.
44. CGA - Compressed Gas Association; www.cganet.com.
45. CIMA - Cellulose Insulation Manufacturers Association; www.cellulose.org.
46. CISCA - Ceilings & Interior Systems Construction Association; www.cisca.org.
47. CISPI - Cast Iron Soil Pipe Institute; www.cispi.org.
48. CLFMI - Chain Link Fence Manufacturers Institute; www.chainlinkinfo.org.
49. CPA - Composite Panel Association; www.pbmdf.com.
50. CRI - Carpet and Rug Institute (The); www.carpet-rug.org.
51. CRRC - Cool Roof Rating Council; www.coolroofs.org.
52. CRSI - Concrete Reinforcing Steel Institute; www.crsi.org.
53. CSA - CSA International; (Formerly: IAS - International Approval Services); www.csa-international.org.
54. CSI - Construction Specifications Institute (The); www.csinet.org.
55. CTI - Cooling Technology Institute; (Formerly: Cooling Tower Institute); www.cti.org.
56. CWC - Composite Wood Council; (See CPA).
57. DASMA - Door and Access Systems Manufacturers Association; www.dasma.com.
58. DHI - Door and Hardware Institute; www.dhi.org.
59. ECA - Electronic Components Association; www.ec-central.org.
60. ECAMA - Electronic Components Assemblies & Materials Association; (See ECA).
61. EIA - Electronic Industries Alliance; (See TIA).
62. EIMA - EIFS Industry Members Association; www.eima.com.
63. EJMA - Expansion Joint Manufacturers Association, Inc.; www.ejma.org.
64. ESD - ESD Association; (Electrostatic Discharge Association); www.esda.org.
65. ESTA - Entertainment Services and Technology Association; (See PLASA).
66. FM Approvals - FM Approvals LLC; www.fmglobal.com.
67. FM Global - FM Global; (Formerly: FMG - FM Global); www.fmglobal.com.
68. FSA - Fluid Sealing Association; www.fluidsealing.com.
69. FSC - Forest Stewardship Council U.S.; www.fscus.org.
70. GA - Gypsum Association; www.gypsum.org.
71. GANA - Glass Association of North America; www.glasswebsite.com.
72. GS - Green Seal; www.greenseal.org.
73. HI - Hydraulic Institute; www.pumps.org.
74. HI/GAMA - Hydronics Institute/Gas Appliance Manufacturers Association; (See AHRI).
75. HMMA - Hollow Metal Manufacturers Association; (See NAAMM).
76. HPVA - Hardwood Plywood & Veneer Association; www.hpva.org.
77. HPW - H. P. White Laboratory, Inc.; www.hpwhite.com.
78. IAS - International Approval Services; (See CSA).
79. ICBO - International Conference of Building Officials; (See ICC).
80. ICC - International Code Council; www.iccsafe.org.
81. ICEA - Insulated Cable Engineers Association, Inc.; www.icea.net.
82. ICPA - International Cast Polymer Alliance; www.icpa-hq.org.
83. ICRI - International Concrete Repair Institute, Inc.; www.icri.org.
84. IEC - International Electrotechnical Commission; www.iec.ch.
85. IEEE - Institute of Electrical and Electronics Engineers, Inc. (The); www.ieee.org.
86. IES - Illuminating Engineering Society; (Formerly: Illuminating Engineering Society of North America); www.ies.org.
87. IESNA - Illuminating Engineering Society of North America; (See IES).
88. IEST - Institute of Environmental Sciences and Technology; www.iest.org.
89. IGMA - Insulating Glass Manufacturers Alliance; www.igmaonline.org.
90. ILI - Indiana Limestone Institute of America, Inc.; www.iliai.com.

91. ISFA - International Surface Fabricators Association; (Formerly: International Solid Surface Fabricators Association); www.isfanow.org.
92. ISO - International Organization for Standardization; www.iso.org.
93. ISSFA - International Solid Surface Fabricators Association; (See ISFA).
94. LMA - Laminating Materials Association; (See CPA).
95. LPI - Lightning Protection Institute; www.lightning.org.
96. MBMA - Metal Building Manufacturers Association; www.mbma.com.
97. MCA - Metal Construction Association; www.metalconstruction.org.
98. MFMA - Maple Flooring Manufacturers Association, Inc.; www.maplefloor.org.
99. MFMA - Metal Framing Manufacturers Association, Inc.; www.metalframingmfg.org.
100. MHIA - Material Handling Industry of America; www.mhia.org.
101. MIA - Marble Institute of America; www.marble-institute.com.
102. MMPA - Moulding & Millwork Producers Association; (Formerly: Wood Moulding & Millwork Producers Association); www.wmmpa.com.
103. MPI - Master Painters Institute; www.paintinfo.com.
104. MSS - Manufacturers Standardization Society of The Valve and Fittings Industry Inc.; www.mss-hq.org.
105. NAAMM - National Association of Architectural Metal Manufacturers; www.naamm.org.
106. NACE - NACE International; (National Association of Corrosion Engineers International); www.nace.org.
107. NADCA - National Air Duct Cleaners Association; www.nadca.com.
108. NAIMA - North American Insulation Manufacturers Association; www.naima.org.
109. NCAA - National Collegiate Athletic Association (The); www.ncaa.org.
110. NCMA - National Concrete Masonry Association; www.ncma.org.
111. NEBB - National Environmental Balancing Bureau; www.nebb.org.
112. NECA - National Electrical Contractors Association; www.necanet.org.
113. NeLMA - Northeastern Lumber Manufacturers Association; www.nelma.org.
114. NEMA - National Electrical Manufacturers Association; www.nema.org.
115. NETA - InterNational Electrical Testing Association; www.netaworld.org.
116. NFHS - National Federation of State High School Associations; www.nfhs.org.
117. NFPA - NFPA; (National Fire Protection Association); www.nfpa.org.
118. NFPA - NFPA International; (See NFPA).
119. NFRC - National Fenestration Rating Council; www.nfrc.org.
120. NHLA - National Hardwood Lumber Association; www.nhla.com.
121. NLGA - National Lumber Grades Authority; www.nlga.org.
122. NOFMA - National Oak Flooring Manufacturers Association; (See NWFA).
123. NOMMA - National Ornamental & Miscellaneous Metals Association; www.nomma.org.
124. NRCA - National Roofing Contractors Association; www.nrca.net.
125. NRMCA - National Ready Mixed Concrete Association; www.nrmca.org.
126. NSF - NSF International; (National Sanitation Foundation International); www.nsf.org.
127. NSPE - National Society of Professional Engineers; www.nspe.org.
128. NSSGA - National Stone, Sand & Gravel Association; www.nssga.org.
129. NTMA - National Terrazzo & Mosaic Association, Inc. (The); www.ntma.com.
130. NWFA - National Wood Flooring Association; www.nwfa.org.
131. PCI - Precast/Prestressed Concrete Institute; www.pci.org.
132. PDI - Plumbing & Drainage Institute; www.pdionline.org.
133. PLASA - PLASA; (Formerly: ESTA - Entertainment Services and Technology Association); www.plasa.org.
134. RCSC - Research Council on Structural Connections; www.boltcouncil.org.
135. RFCI - Resilient Floor Covering Institute; www.rfci.com.
136. SAE - SAE International; (Society of Automotive Engineers); www.sae.org.
137. SCTE - Society of Cable Telecommunications Engineers; www.scte.org.

138. SDI - Steel Deck Institute; www.sdi.org.
 139. SDI - Steel Door Institute; www.steeldoor.org.
 140. SEFA - Scientific Equipment and Furniture Association; www.sefalabs.com.
 141. SEI/ASCE - Structural Engineering Institute/American Society of Civil Engineers; (See ASCE).
 142. SJI - Steel Joist Institute; www.steeljoist.org.
 143. SMA - Screen Manufacturers Association; www.smainfo.org.
 144. SMACNA - Sheet Metal and Air Conditioning Contractors' National Association; www.smacna.org.
 145. SMPTE - Society of Motion Picture and Television Engineers; www.smpte.org.
 146. SPFA - Spray Polyurethane Foam Alliance; www.sprayfoam.org.
 147. SPIB - Southern Pine Inspection Bureau; www.spib.org.
 148. SPRI - Single Ply Roofing Industry; www.spri.org.
 149. SRCC - Solar Rating and Certification Corporation; www.solar-rating.org.
 150. SSINA - Specialty Steel Industry of North America; www.ssina.com.
 151. SSPC - SSPC: The Society for Protective Coatings; www.sspc.org.
 152. STI - Steel Tank Institute; www.steeltank.com.
 153. SWI - Steel Window Institute; www.steelwindows.com.
 154. TCA - Tilt-Up Concrete Association; www.tilt-up.org.
 155. TCNA - Tile Council of North America, Inc.; (Formerly: Tile Council of America); www.tileusa.com.
 156. TIA - Telecommunications Industry Association; (Formerly: TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance); www.tiaonline.org.
 157. TIA/EIA - Telecommunications Industry Association/Electronic Industries Alliance; (See TIA).
 158. TMS - The Masonry Society; www.masonrysociety.org.
 159. TPI - Truss Plate Institute; www.tpinst.org.
 160. TRI - Tile Roofing Institute; www.tilerroofing.org.
 161. UBC - Uniform Building Code; (See ICC).
 162. UL - Underwriters Laboratories Inc.; www.ul.com.
 163. UNI - Uni-Bell PVC Pipe Association; www.uni-bell.org.
 164. USAV - USA Volleyball; www.usavolleyball.org.
 165. USGBC - U.S. Green Building Council; www.usgbc.org.
 166. WCLIB - West Coast Lumber Inspection Bureau; www.wclib.org.
 167. WCMA - Window Covering Manufacturers Association; www.wcmanet.org.
 168. WDMA - Window & Door Manufacturers Association; www.wdma.com.
 169. WI - Woodwork Institute; (Formerly: WIC - Woodwork Institute of California); www.wicnet.org.
 170. WMMPA - Wood Moulding & Millwork Producers Association; (See MMPA).
 171. WPA - Western Wood Products Association; www.wwpa.org.
- C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is believed to be accurate as of the date of the Contract Documents.
1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 2. ICC - International Code Council; www.iccsafe.org.
 3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.
- D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Information is subject to change and is up-to-date as of the date of the Contract Documents.
1. COE - Army Corps of Engineers; www.usace.army.mil.

2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 4. DOD - Department of Defense; <http://dodssp.daps.dla.mil>.
 5. DOE - Department of Energy; www.energy.gov.
 6. EPA - Environmental Protection Agency; www.epa.gov.
 7. FAA - Federal Aviation Administration; www.faa.gov.
 8. FG - Federal Government Publications; www.gpo.gov.
 9. GSA - General Services Administration; www.gsa.gov.
 10. HUD - Department of Housing and Urban Development; www.hud.gov.
 11. OSHA - Occupational Safety & Health Administration; www.osha.gov.
 12. SD - Department of State; www.state.gov.
 13. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
 14. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
 15. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
 16. USPS - United States Postal Service; www.usps.com.
- E. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
 2. DOD - Department of Defense; Military Specifications and Standards; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
 3. DSCC - Defense Supply Center Columbus; (See FS).
 4. FED-STD - Federal Standard; (See FS).
 5. FS - Federal Specification; Available from Department of Defense Single Stock Point; <http://dodssp.daps.dla.mil>.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
 6. MILSPEC - Military Specification and Standards; (See DOD).
 7. USAB - United States Access Board; www.access-board.gov.
 8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).
- F. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.
1. CBHF - State of California; Department of Consumer Affairs; Bureau of Electronic Appliance and Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
 2. CCR - California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
 3. CDHS - California Department of Health Services; (See CDPH).
 4. CDPH - California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
 5. CPUC - California Public Utilities Commission; www.cpuc.ca.gov.
 6. SCAQMD - South Coast Air Quality Management District; www.aqmd.gov.
 7. TFS - Texas Forest Service; Forest Resource Development and Sustainable Forestry; <http://txforestservice.tamu.edu>.

ABBREVIATIONS:

AB ANCHOR BOLT

ABV ABOVE

AC ACOUSTICAL

ACT ACOUSTICAL TILE

ACU AIR CONDITIONING UNIT

ADD ADDENDUM

ADH ADHESIVE

ADJ ADJACENT

ADJT ADJUSTABLE

AGG AGGREGATE

AHU AIR HANDLING UNIT

AISC AMERICAN INSTITUTE OF STEEL CONSTRUCTION

AL ALUMINUM

ALT ALTERNATE

ANOD ANODIZED

APC ACOUSTICAL CEILING PANEL SYSTEM

ARCH ARCHITECT

ASB ASBESTOS

ASPH ASPHALT

ASTM AMERICAN SOCIETY FOR TESTING MATERIALS

AUTO AUTOMATIC

A.F.F. ABOVE FINISHED FLOOR

A.F.S. ABOVE FINISHED SLAB

A/C AIR CONDITIONING

BC BASE CABINET

BD BOARD

BEL BELOW

BIT BITUMINOUS

BLDG BUILDING

BLK BLOCK

BLKG BLOCKING

BM BEAM

BOT BOTTOM

BRG BEARING

BRK BRICK

BSMT BASEMENT

BVL BEVELED

B.C. BOTTOM OF CURB

B.U.R. BUILT-UP ROOF

CB CATCH BASIN
CEM CEMENT
CER CERAMIC
CFL COUNTERFLASHING
CFT CUBIC FOOT
CHAM CHAMFER
CHBD CHALK BOARD
CHT CEILING HEIGHT
CIPC CAST-IN-PLACE CONCRETE
CIR CIRCLE
CIRC CIRCUMFERENCE
CJT CONTROL JOINT
CLG CEILING
CLR CLEAR
CMT CERAMIC MOSAIC TILE
COL COLUMN
COMB COMBINATION
COMP COMPRESS
COMPO COMPOSITE, COMPOSITION
CONC CONCRETE
CONST CONSTRUCTION
CONT CONTINUOUS
CONTR CONTRACT(OR)
CORR CORRUGATED
CPT CARPET
CRS COURSE(S)
CSMT CASEMENT
CST CAST STONE
CTR CENTER
CTR COUNTER
CTSK COUNTERSUNK SCREW
CY CUBIC YARD
C.I. CAST IRON
C.M.U. CONCRETE MASONRY UNITS
C.O. CASED OPENING
C.R. CLASS ROOM
C.T. CERAMIC TILE
D DRAIN
DBL DOUBLE
DEM DEMOLISHED

DEP DEPRESSED
DF DRINKING FOUNTAIN
DH DOUBLE HUNG
DIAM DIAMETER
DIM DIMENSION
DIV DIVISION
DL DEAD LOAD
DN DOWN
DP DAMPPROOFING
DPR DAMPER
DR DOOR
DSHW DISH WASHER
DT DRAIN TILE
DTL DETAIL
DWG DRAWING
DWR DRAWER
D.S. DOWN SPOUT
E EAST
EA EACH
EB EXPANSION BOLT
EGR ENGINEER
EL ELEVATION
ELEC ELECTRICAL
ELEV ELEVATOR
EMER EMERGENCY
ENC ENCLOSURE
ENG ENGLISH
EP ELECTRIC PANELBOARD
EQ EQUAL
EQPT EQUIPMENT
EST ESTIMATE
EXCA EXCAVATE
EXIST. EXISTING
EXH EXHAUST
EXP EXPANSION
EXPO EXPOSED
EXT EXTERIOR
E.F. EXHAUST FANS
E.I.F.S. EXTERIOR INSULATION & FINISH SYSTEM
E.J. EXPANSION JOINT

FA FIRE ALARM
FAS FASTEN(ER)
FB FACE BRICK
FBD FIBERBOARD
FBO FURNISHED BY OTHERS
FDN FOUNDATION
FF FACTORY FINISH
FFE FINISHED FLOOR ELEVATION
FFL FINISHED FLOOR LINE
FIN FINISH
FIX. FIXTURE
FLCO FLOOR CLEANOUT
FLG FLASHING
FLR FLOOR
FLUR FLUORESCENT
FOM FACE OF MASONRY
FP FIREPROOF
FR FRAME
FRT FIRE RETARDANT
FS FULL SIZE
FT FEET OR FOOT
FTG FOOTING
FUR FURR(ED) (ING)
FUT FUTURE
F.D. FLOOR DRAIN
F.E. FIRE EXTINGUISHER
F.E.C. FIRE EXTINGUISHER CABINET
F.O.F. FACE OF FINISH
GA GAGE
GB GRAB BAR
GC GENERAL CONTRACT(OR)
GD GRADE
GEN GENERAL
GL GLASS
GLB GLASS BLOCK
GND GROUND
GP GALVANIZED PIPE
G.W.B. GYPSUM WALL BOARD OR GYPSUM BOARD
GT GROUT
GTR GUTTER

GV GALVANIZED
GYP GYPSUM
G.I. GALVANIZED IRON
HB HOSE BIBB
HBD HARDBOARD
HC HOLLOW CORE
HDR HEADER
HDW HARDWARE
HOR HORIZONTAL
HT HEIGHT
HTG HEATING
HVAC HEATING, VENTILATING, & AIR CONDITIONING
HWD HARDWOOD
HWH HOT WATER HEATER
H.M. HOLLOW METAL
H.R. HAND RAIL
INCAN. INCANDESCENT
INCL INCLUDE
INS INSULATE
INSC INSULATING CONCRETE
INSUL INSULATION
INT INTERIOR
INTM INTERMEDIATE
INV INVERT
IPS IRON PIPE SIZE
I.D. INSIDE DIAMETER
JT JOINT
KIT KITCHEN
KO KNOCKOUT
KPL KICKPLATE
L LENGTH
LAB LABORATORY
LAD LADDER
LAM LAMINATE
LAV LAVATORY
LB LAG BOLT
LBL LABEL
LC LIGHT CONTROL
LH LEFT HAND
LL LIVE LOAD

LP LIGHTPROOF
LPT LOW POINT
LT LIGHT
LTL LINTEL
LVR LOUVER
LW LIGHTWEIGHT
LWC LIGHTWEIGHT CONCRETE
MAS MASONRY
MAX MAXIMUM
MBR MEMBER
MECH MECHANICAL
MED MEDIUM
MET METAL
MFR MANUFACTURER
MIN MINIMUM
MIR MIRROR
MISC MISCELLANEOUS
MLD MOLDING
MM MILLIMETER
MMB MEMBRANE
MOV MOVABLE
MRD METAL ROOF DECKING
MT MOUNTING
MTD MOUNTED
MTHR METAL THRESHOLD
MTL MATERIALS
MULL MULLION
MWK MILLWORK
M.B. MARKER BOARD
M.B.R. MODIFIED BITUMEN ROOFING
M.H. MANHOLE
M.O. MASONRY OPENING
N NORTH
NAT NATURAL
NO OR # NUMBER
NOM NOMINAL
NR NOISE REDUCTION
NRC NOISE REDUCTION COEFFICIENT
N.I.C. NOT IN CONTRACT
N.T.S. NOT TO SCALE

N/A NOT APPLICABLE

OA OVERALL

OH OVERHEAD

OPG OPENING

OPH OPPOSITE HAND

OPP OPPOSITE

O.C. ON CENTER

O.D. OUTSIDE DIAMETER

PAR PARALLEL

PART PARTITION

PBD PARTICLE BOARD

PCC PRECAST CONCRETE

PCF POUNDS PER CUBIC FOOT

PERF PERFORATED

PERI PERIMETER

PFB PREFABRICATED

PFL POUNDS PER LINEAL FOOT

PFN PREFINISHED

PL PLATE

PLAS PLASTER

PLUMB. PLUMBING

PLWD PLYWOOD

PNL PANEL

PORC PORCELAIN

PR PAIR

PRF PREFORMED

PSC PRESTRESSED CONCRETE

PSF POUNDS PER SQUARE FOOT

PSI POUNDS PER SQUARE INCH

PT POINT

PT PRESSURE TREATED

PTN PAINTED

PVC POLYVINYL CHLORIDE

PVMT PAVEMENT

PWD PLYWOOD

P.C.M.T. PORCELAIN CERAMIC MOSAIC TILE

P.LAM PLASTIC LAMINATE

Q.R.T. QUARRY TILE

RA RETURN AIR

RAD, R RADIUS

RB RUBBER BASE
RBT RABBET, REBATE
RBT RUBBER TILE
RCP REINFORCED CONCRETE PIPE
RE REINFORCED, REINFORCING
REC RECESSED
REF REFERENCE
REFR REFRIGERATOR
REG REGISTER
REM REMOVE
REQ REQUIRED
RES RESILIENT
RET RETURN
REV REVISION(S)
RFG ROOFING
RFH ROOF HATCH
RFL REFLECTED(ED)
RH RIGHT HAND(ED)
RL RAIL(ING)
RM ROOM
RNGE RANGE (ELECTRIC)
RNGG RANGE (GAS)
ROW RIGHT OF WAY
RST RESISTANT
RVS REVERSE (SIDE)
R.D. ROOF DRAIN
R.O. ROUGH OPENING
R.T.U. ROOF TOP UNIT
S SOUTH
SC SOLID CORE
SCH SCHEDULE
SCN SCREEN
SCT STRUCTURAL CLAY TILE
SD STORM DRAIN
SEC SECTION
SHT SHEET
SHV SHELVING
SHTH SHEATHING
SIM SIMILAR
SP SOUNDPROOF

SPC SPACER
SPEC SPECIFICATION
SPK SPEAKER
SPL SPECIAL
SQ SQUARE
ST STEEL
STD STANDARD
STG SEATING
STO STORAGE
STR STRUCTURAL
SUSP. SUSPENDED
SYM SYMMETRICAL
SYS SYSTEM
S.C. SOLID CORE
S.F. SQAURE FEET
S.T.C. SOUND TRANSMISSION COEFFICIENT
T TREAD
T.B. TACKBOARD
TDE TURNED DOWN EDGE
TEL TELEPHONE
TEMP TEMPERATURE
THK THICK
THR THRESHOLD
TKBD TACK BOARD
TKS TACK STRIP
TOL TOLERANCE
T.O.M. TOP OF MASONRY
TR TRANSOM
TSL TOP OF SLAB
TST TOP OF STEEL
TV TELEVISION
TYP TYPICAL
T&B TOP & BOTTOM
T&G TONGUE & GROOVE
T.C. TOP OF CURB
T.O.C. TOP OF CONCRETE
T.O.F. TOP OF FLOOR
T.P. TOP OF PAVEMENT
T.W. TOP OF WALL
UC UNDERCUT

UNF UNFINISHED

UR URINAL

U.N.O. UNLESS NOTED OTHERWISE

VB VAPOR BARRIER

VB VINYL BASE

VERT VERTICAL

VIN VINYL

VJ V-JOINT(D)

VNR VENEER

VOL VOLUME

V.C.T. VINYL COMPOSITION TILE

W WEST

WB WOOD BASE

WC WALL CABINETS

WD WOOD

WG WIRED GLASS

WH WALL HUNG

WI WROUGHT IRON

WIN WINDOW

WM WIRE MESH

WO WITHOUT

WP WATERPROOF

WR WATER REPELLENT

WRS WATER RESISTANT

WS WATERSTOP

WSCT WAINSCOT

WT WEIGHT

WTW WALL TO WALL

W.C. WATER CLOSET

W.F. WIDE FLANGE

W.S.H.P. WATER SOURCE HEAT PUMP

W.W.F. WELDED WIRE FABRIC

W/ WITH

W/D WASHER/DRYER

W/O WITHOUT

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 014200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROL

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- B. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- C. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Department of Justice, 2010 ADA Standards for Accessible Design.

1.5 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Living Quarters: No temporary living quarters of any kind will be permitted on the project site.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (182.88 cm) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (182.88 cm) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD

corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.

- C. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil (0.25-mm) minimum thickness, with flame-spread rating of 15 or less per ASTM E84 and passing NFPA 701 Test Method 2.

2.2 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
 - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
 - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot- (1.2-m-) square tack and marker boards.
 - 3. Drinking water and private toilet.
 - 4. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).
 - 5. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- B. Telephone Service: Provide a cellular telephone for the superintendent.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary sheds located within construction area or within 30 feet (914.4 cm) of building lines that is noncombustible according to ASTM E136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary parking areas for construction personnel. At existing facilities, location of personnel parking shall be coordinated with and approved by the owner.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
 - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Security Enclosure and Lockup: Install temporary enclosure around areas of construction and partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
 - 1. Security enclosure shall be by means of chain like fence or portable chain link fence. Fence shall be provided with fence privacy screen.
- D. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for products selected under an allowance.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request.
 - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time required for installation.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project 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 Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - 4. Where products are accompanied by the term "as selected," Architect will make selection.
 - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 - 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
 - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - 3. Products:
 - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - 4. Manufacturers:
 - a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - a. Where Basis-of-Design products are specified and "or equal" or "comparable products" by another manufacturer are allowed, Contractor shall provide the basis-of-design product specified or an "or equal" or "comparable product by another manufacturer, "or equal" or "comparable products" must meet specified qualities, function, dimensions, in-service performance, physical properties, appearance, and other characteristics of the basis-of-design product specified. Comply with requirements of "comparable products" article for consideration of an unnamed product by another manufacturer.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.
1. Where specifications include the phrase "as selected by Architect from custom colors," Architect will select from custom colors that may be different than manufacturer's standard or premium items. Contractor will be expected to match that color.

2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 3. Evidence that proposed product provides specified warranty.
 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 5. Samples, if requested.

2.3 SUBSTITUTIONS

- A. Substitutions are not acceptable. Provide only products and manufacturers specified. No substitutions will be considered.

PART 3 EXECUTION (NOT USED)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Installation of the Work.
 - 2. Cutting and patching.
 - 3. Coordination of Owner-installed products.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for limits on use of Project site.
 - 2. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
- B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding.

- Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
 - a. Primary operational systems and equipment.
 - b. Fire separation assemblies.
 - c. Air or smoke barriers.
 - d. Fire-suppression systems.
 - e. Mechanical systems piping and ducts.
 - f. Control systems.
 - g. Communication systems.
 - h. Fire-detection and -alarm systems.
 - i. Conveying systems.
 - j. Electrical wiring systems.
 - k. Operating systems of special construction.
 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."
- E. Surface and Substrate Preparation: Comply with manufacturer's recommendations for preparation of substrates to receive subsequent work.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 4. Maintain minimum headroom clearance of 96 inches (2438.4 mm) in occupied spaces and in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
 - C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
 - D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
 - E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
 - F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
 - G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
 - H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect and in accordance with the U.S. Department of Justice, ADA Standards for Accessible Design.
 2. Allow for building movement, including thermal expansion and contraction.
 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
 - I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints. Joints indicated to receive joint sealants shall not exceed 1/2" unless noted otherwise.
 - J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 1. Cut in-place construction to provide for installation of other components or performance of other construction and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 011000 "Summary."
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction personnel.

- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
 - 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 - 2. Preinstallation Conferences: Include Owner's construction personnel at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 017300 "Execution" for progress cleaning of Project site.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
 - 4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.

1.3 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 - 3. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Section 017900 "Demonstration and Training."

4. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 5. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 6. Complete final cleaning requirements, including touchup painting.
 7. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.
 3. Warranties for any items listed as incomplete on the punch list will begin at acceptance of final completion.

1.4 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. "Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 5. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 6. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected. Contractor shall reimburse the Owner for final reinspections for time incurred for reinspection at the rate of \$95.00 per hour for each inspector of the team.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
4. Submit list of incomplete items in both of the following formats:
 - a. MS Excel or Word electronic file.
 - b. PDF electronic file.

1.6 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
 4. Submit two hard (paper) copies and one digital copy on a portable hard drive or use storage device suitable to owner and architect.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Sweep concrete floors broom clean in unoccupied spaces.
 - e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - f. Remove labels that are not permanent.
 - g. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - h. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 013300 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit two hard (paper) copies and one digital copy on a portable hard drive or use storage device suitable to owner and architect.
- C. Corrections: Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.
- D. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem

into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
 - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
 - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor or construction manager.
 - 6. Name and contact information for Architect.
 - 7. Name and contact information for Commissioning Authority.
 - 8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 - 9. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
 - 1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
 - 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
 - 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.8 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
 - 1. Type of emergency.
 - 2. Emergency instructions.
 - 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
 - 1. Fire.
 - 2. Flood.
 - 3. Power failure.
 - 4. System, subsystem, or equipment failure.
 - 5. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- E. Emergency Procedures: Include the following, as applicable:
 - 1. Instructions on stopping.
 - 2. Shutdown instructions for each type of emergency.
 - 3. Operating instructions for conditions outside normal operating limits.
 - 4. Required sequences for electric or electronic systems.
 - 5. Special operating instructions and procedures.

1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 - 2. Performance and design criteria if Contractor has delegated design responsibility.
 - 3. Operating standards.
 - 4. Operating procedures.
 - 5. Operating logs.
 - 6. Wiring diagrams.
 - 7. Control diagrams.
 - 8. Precautions against improper use.
 - 9. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
 - 1. Product name and model number. Use designations for products indicated on Contract Documents.
 - 2. Manufacturer's name.
 - 3. Equipment identification with serial number of each component.
 - 4. Equipment function.
 - 5. Operating characteristics.
 - 6. Limiting conditions.
 - 7. Performance curves.
 - 8. Engineering data and tests.
 - 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
 - 1. Startup procedures.
 - 2. Equipment or system break-in procedures.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Normal shutdown instructions.
 - 7. Seasonal and weekend operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 3. Identification and nomenclature of parts and components.
 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 1. Test and inspection instructions.
 2. Troubleshooting guide.
 3. Precautions against improper maintenance.
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 5. Aligning, adjusting, and checking instructions.
 6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 1. Include procedures to follow and required notifications for warranty claims.

- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of maintenance manuals.

1.11 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.
- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.
- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Miscellaneous record submittals.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for general closeout procedures.
 - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Submit one paper-copy set of marked-up record prints.
 - 2. Submit PDF electronic files of scanned record prints on portable hard drive or other USB storage device acceptable to owner and architect.
 - 3. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
- B. Record Specifications: Submit one paper copy and annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities.
- D. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.

- d. Locations and depths of underground utilities.
- e. Revisions to routing of piping and conduits.
- f. Revisions to electrical circuitry.
- g. Actual equipment locations.
- h. Duct size and routing.
- i. Locations of concealed internal utilities.
- j. Changes made by Change Order or Construction Change Directive.
- k. Changes made following Architect's written orders.
- l. Details not on the original Contract Drawings.
- m. Field records for variable and concealed conditions.
- n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 1. Format: Annotated PDF electronic file.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Format: Annotated PDF electronic file.
 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as one paper copy and scanned PDF electronic file(s) of marked-up paper copy of Specifications.

1.6 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as two paper copies and canned PDF electronic file(s) of marked-up miscellaneous record submittals.
1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.7 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

PART 2 PRODUCTS

PART 3 EXECUTION

END OF SECTION 017839

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SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems, and equipment.
 - 2. Training in operation and maintenance of systems, subsystems, and equipment.

1.3 CLOSEOUT SUBMITTALS

- A. At completion of training, submit complete training manual(s) for Owner's use.

1.4 QUALITY ASSURANCE

- A. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.

1.5 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals.

PART 2 PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Operations manuals.
 - c. Maintenance manuals.

- d. Project record documents.
- e. Identification systems.
- f. Warranties and bonds.
- g. Maintenance service agreements and similar continuing commitments.
- 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
- 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.
 - l. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
- 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
- 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
- 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
- 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 EXECUTION

3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

- A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
- B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
 - 1. Schedule training with Owner, through Architect, with at least seven days' advance notice.
- C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- D. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

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