CONTRACT DOCUMENTS

Volume I of I

Bid Number: 25014

Firefly Trail
TSPLOST 2018, Project 06
TSPLOST 2023, Project 18
Sub-Project 3

UNIFIED GOVERNMENT
OF
ATHENS-CLARKE COUNTY
GEORGIA

June 2024
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>00020</td>
<td>Invitation to Bid</td>
</tr>
<tr>
<td>00010</td>
<td>Table of Contents</td>
</tr>
<tr>
<td>00100</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>00300</td>
<td>Bid</td>
</tr>
<tr>
<td>00410</td>
<td>Bid Bond</td>
</tr>
<tr>
<td>00417</td>
<td>Corporate and Partnerships Certificates</td>
</tr>
<tr>
<td>00419</td>
<td>Subcontractor Listing Form</td>
</tr>
<tr>
<td>00420</td>
<td>Statement of Bidder's Qualifications</td>
</tr>
<tr>
<td>00425</td>
<td>Contractor's License Certification/GDOT Prequalification</td>
</tr>
<tr>
<td>00427</td>
<td>Georgia Security and Immigration Compliance Act Affidavits</td>
</tr>
<tr>
<td>00480</td>
<td>Non-collusion Affidavit of Prime Bidder</td>
</tr>
<tr>
<td>00481</td>
<td>Non-collusion Affidavit of Subcontractor</td>
</tr>
<tr>
<td>00500</td>
<td>Contract Agreement</td>
</tr>
<tr>
<td>00550</td>
<td>Pre-Award Oath</td>
</tr>
<tr>
<td>00610</td>
<td>Performance Bond</td>
</tr>
<tr>
<td>00620</td>
<td>Payment Bond</td>
</tr>
<tr>
<td>00700</td>
<td>General Conditions</td>
</tr>
<tr>
<td>00828</td>
<td>Insurance</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>01010</td>
<td>Summary of Work</td>
</tr>
<tr>
<td>01011</td>
<td>Unique Requirements</td>
</tr>
<tr>
<td>01016</td>
<td>Occupancy</td>
</tr>
<tr>
<td>01055</td>
<td>Construction Staking</td>
</tr>
<tr>
<td>01060</td>
<td>Regulatory Requirements</td>
</tr>
<tr>
<td>01091</td>
<td>Codes and Standards</td>
</tr>
<tr>
<td>01200</td>
<td>Project Meetings</td>
</tr>
<tr>
<td>01310</td>
<td>Construction Schedules</td>
</tr>
<tr>
<td>01320</td>
<td>Construction Photographs and Videos</td>
</tr>
<tr>
<td>01340</td>
<td>Submittals</td>
</tr>
<tr>
<td>01410</td>
<td>Testing Laboratory Services</td>
</tr>
<tr>
<td>01510</td>
<td>Temporary Facilities</td>
</tr>
<tr>
<td>01540</td>
<td>Job Site Security</td>
</tr>
<tr>
<td>01562</td>
<td>Dust Control</td>
</tr>
<tr>
<td>01610</td>
<td>Transportation and Handling</td>
</tr>
<tr>
<td>01611</td>
<td>Storage and Protection</td>
</tr>
<tr>
<td>01630</td>
<td>Substitutions and Product Options</td>
</tr>
<tr>
<td>01710</td>
<td>Cleaning</td>
</tr>
<tr>
<td>01720</td>
<td>Record Documents</td>
</tr>
</tbody>
</table>
01740 Warranties and Bonds
01780 Contract Closeout

Division 2 – GDOT Special Provisions & Technical Specifications

Section Title
900 Special Provision 900 – Miscellaneous

Division 3 – Specifications Incorporated by Reference

Section Title
3000 Specifications Incorporated by Reference - GDOT

INDEX OF CONSTRUCTION DRAWINGS/SHEETS

Sheet No. Description

FIREFLY TRAIL PHASE III
1-001 COVER
2-001 SHEET INDEX AND REVISION SUMMARY
3-001 PHASE PLAN LAYOUT
6-001 – 004 SUMMARY OF QUANTITIES

FIREFLY TRAIL PHASE III.1
1-001.1 COVER
2-001.1 SHEET INDEX AND REVISION SUMMARY
4-001.1 GENERAL NOTES
5-001.1 – 003.1 TYPICAL SECTIONS
6-001.1 SUMMARY OF QUANTITIES
13-001.1-012.1 CONSTRUCTION PLANS AND PROFILES
17-001.1 DRIVEWAY PROFILES
18-001.1 SPECIAL GRADING PLAN
22-001.1 DRAINAGE PROFILES
23-001.1-013.1 CONSTRUCTION CROSS SECTION
40-001.1-006.1 GDOT STANDARDS AND DETAILS
41-001.1-006.1 CONSTRUCTION DETAILS
50-001.1 EROSION CONTROL COVER SHEET
51-001.1 – 005.1 EROSION CONTROL NOTES
52-001.1-007.1 ES&PC LEGEND
53-001.1 DRAINAGE AREA MAP
54-001.1-036.1 EROSION CONTROL PLAN SHEETS
55-001.1 SOILS MAP
56-001.1-002.1 EROSION CONTROL DETAILS
70-000.1 TREE MANAGEMENT PLAN – GENERAL NOTES
70-001.1-007.1 TREE MANAGEMENT PLAN
**FIREFLY TRAIL PHASE III.2**

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>1-001.2</td>
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<tr>
<td>2-001.2</td>
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<td>5-001.2</td>
</tr>
<tr>
<td>6-001.2-002.2</td>
</tr>
<tr>
<td>13-001.2-011.2</td>
</tr>
<tr>
<td>17-001.2</td>
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<tr>
<td>22-001.2</td>
</tr>
<tr>
<td>23-001.2-011.2</td>
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<tr>
<td>40-001.2-006.2</td>
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<td>41-001.2-005.2</td>
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<td>50-001.2</td>
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<td>51-001.2-005.2</td>
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<td>52-001.2-007.2</td>
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**FIREFLY TRAIL PHASE III.3**

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<td>5-001.3-002.3</td>
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<td>6-001.3-002.3</td>
</tr>
<tr>
<td>13-001.3-018.3</td>
</tr>
<tr>
<td>22-001.3-002.3</td>
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<tr>
<td>23-001.3-018.3</td>
</tr>
<tr>
<td>40-001.3-006.3</td>
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<tr>
<td>41-001.3-007.3</td>
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<td>51-001.3-005.3</td>
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<tr>
<td>70-000.3</td>
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<tr>
<td>70-001.3-011.3</td>
</tr>
</tbody>
</table>
NOTICE OF INVITATION FOR BID
#25014
FOR
Firefly Trail
TSPLOST 2018, Project 06/TSPLOST 2023, Project 18
Sub-Project 3: Segments 1, 2 and 3

THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

Sealed bids will be accepted by the Unified Government of Athens-Clarke County Finance Department, Purchasing Division, 375 Satula Avenue, Athens, GA. 30601, until 4:00 P.M. ET, TUESDAY, AUGUST 6, 2024 for BID #25014 FIREFLY TRAIL (TSPLOST 2018, Project No. 06/TSPLOST 2023 Project 18) Sub-Project 3, according to the contract documents, plans, and specifications. All bids will be opened in public and read aloud immediately following the specified closing time.

The Project consists of approximately 2.6 miles of shared-use concrete trail with multiple road and driveway crossings and other necessary associated work and materials necessary for the completion of the project.

A Pre-bid conference to respond to any questions related to the details of this project will be held at 10:00 A.M. ET, TUESDAY, JULY 16, 2024, at the City Hall Room 103, 301 College Avenue, Athens, Georgia 30601. Potential bidders are strongly encouraged to attend.

Inquiries regarding this Invitation to Bid should be made to Toro Holt, Senior Buyer, (762) 400- 6071, fax (706) 613-1975 or email toro.holt@accgov.com or accbids@accgov.com. Technical Questions may be directed to TSPLOST 2018, Project Administrator, Derek Doster (706) 613-3025, fax (706) 613-3944 or Email Derek.Doster@accgov.com.

Bid documents may be obtained by contacting Alfred Benesch & Company, Attn: Beth Schachtner at (706) 722-4114, 1005 Broad Street, Suite 200, Augusta, Georgia 30901 bschachtner@benesch.com. Application for one set of bid documents by a contractor requires a non-refundable deposit of $0.00 (zero), for each set. Bid documents will be distributed via electronic digital PDF format only. Only complete sets will be issued. Contact Name, Company Name, Street address, phone and fax numbers, and email address must be provided to allow delivery. Links to the web sites to view the advertisement and Mayor and Commission agenda items and minutes of meetings are available at www.accgov.com.

The estimated range of this project is between $3,500,000 and $4,000,000.

Bidders must have a Georgia General Contractor’s License and/or must be a prequalified contractor with the Georgia Department of Transportation.

BONDING REQUIREMENTS: An original Bid Bond for 5% of the total bid must be submitted with the bid. Performance Bond in the amount of 100% of the contract price and Payment Bond in the amount of 100% of the contract price will be required if contract is awarded.
Plans/Specifications/Contract Documents will be on file FOR INSPECTION ONLY at the following locations on or after Thursday, June 27, 2024:

SPLOST Program Management
Athens-Clarke County
301 S. College Avenue, Suite 101
Athens, Georgia 30601

The Bidder shall affix to the outside of its bid envelope, its Athens-Clarke County Vendor Number and its Georgia General Contractor License Number/Georgia Department of Transportation Contractor License Number.

A qualified interpreter for the hearing impaired is available upon request at least 10 (ten) days in advance of the bid opening date. Please call (706) 613-3088, for more information. This service is in compliance with the Americans with Disabilities Act (ADA).

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

The Unified Government of Athens-Clarke County reserves the right to reject any or all bids, to waive any technicalities or irregularities, and to award the bid based on the highest and best interest of the Unified Government of Athens-Clarke County.

The Owner will in no way be liable for any costs incurred by any bidder or potential bidder in the preparation of its Bid in response to this Invitation to Bid.

Jessica Beri
Purchasing Administrator
June 27, 2024
1.01 Contract Documents

A. The Contract Documents include the Contract Agreement, Invitation to Bid, Instructions to Bidders, Contractor's Bid (including all documentation accompanying the Bid and any post Bid documentation required by the Owner prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings, and addenda, together with written amendments, change orders, field orders and the Engineer's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

B. Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils reports, and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, are not Contract Documents.

C. The Contract Documents shall define and describe the complete work to which they relate.

D. All bids received will become a part of the official contract file and may be subject to disclosure under Georgia Open Records Act.

E. Bidders are expected to examine the specifications, price schedule, and all instructions. Failure to do so will be at the bidders' risk. Each offeror shall furnish the information required by the solicitation.

F. The Bid Documents are available free of charge by contacting Alfred Benesch & Company, Attn: Beth Schachtner at (706) 722-4114, 1005 Broad Street, Suite 200, Augusta, Georgia 30901 bschachtner@benesch.com. Bid documents will be distributed via electronic digital PDF format only. Only complete sets will be issued. Contact Name, Company Name, Street address, phone and fax numbers, and email address must be provided to allow delivery.

1.02 Definitions

A. Where the following words or the pronouns used in their stead occur herein, they shall have the following meaning:

1. “Owner” shall mean the Unified Government of Athens-Clarke County, Georgia, party of the first part to the Contract Agreement, or its authorized and legal representatives.

2. “Project Administrator” shall be the entity as defined in the Agreement.

3. “Design Professional” and/or “Architect” shall all mean the same, unless specifically designated otherwise in the Agreement and shall be the entity as defined in the Agreement.
Instructions to Bidders

4. “Contractor” shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

5. “Work” and “Project” shall mean the entire completed construction required to be furnished under the Contract Documents.

6. “Contract Time” shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Project, to beginning with and inclusive of the date of the Notice to Proceed.

7. “Liquidated Damages” shall be as stipulated in the Agreement.

8. “Products” shall mean materials or equipment permanently incorporated into the Project.

9. “Provide” shall mean to furnish and install.

10. “Balanced Bid” shall mean a Bid in which each of the unit prices and total amount bid for each of the listed items reasonably reflects the value of that item with regard to the entire job considering the prevailing cost of labor, material and equipment in the relevant market. A Bid is unbalanced when, in the opinion of the Owner, any unit prices or total amounts bid on any of the listed items do not reasonably reflect such values.

11. “Substantial Completion of the work”, solely for the purposes of Official Code of Georgia Annotated (O.C.G.A.) §13-10-80(b)(2)(c), shall be defined as occurring on the date of the written notification from the Engineer that the Project is ready for final inspection, as specified in the General Conditions.

12. “Satisfactorily completed”, solely for the purposes of O.C.G.A. §13-10-81(b), shall mean the completion of all work, certifications and affidavits as specified in the General Conditions.

1.03 Preparation and Execution of Bid

A. Each Bid must be prepared to represent that it is based solely upon the materials and equipment specified in the Contract Documents.

B. Each Bid must be submitted on the Bid Forms which are attached to the Contract Documents. All blank spaces for Bid prices, both words and figures, must be filled in, in ink. In case of discrepancy, the amount shown in words will govern. All required enclosed certifications must be fully completed and executed when submitted.

C. Bid Timetable: The anticipated schedule of the bid process is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Time</th>
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<tr>
<td>Bid Documents Available:</td>
<td></td>
<td>Thursday, June 27, 2024</td>
</tr>
<tr>
<td>Pre-Bid Conference*:</td>
<td>10:00 AM ET</td>
<td>Tuesday, July 16 2024</td>
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<td>Deadline for submission of questions:</td>
<td>4:00 PM ET</td>
<td>Thursday, July 25, 2024</td>
</tr>
</tbody>
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Instructions to Bidders

Bid Due Date and Opening: 4:00 PM ET Tuesday, August 6, 2024
Bids valid until: Ninety Days after Bid Opening Date

*Pre-Bid Conference will be held at ACCGov City Hall, 301 College Avenue, Athens, Georgia, 30601, Room 103.

D. All bid copies must be submitted in a sealed envelope or container with the OUTER MOST Container stating the Unified Government of Athens-Clarke County Vendor Number (ACC Vendor number), address, telephone number, the BID number and title “BID #25014 Firefly Trail, Sub-Project 3”, and the bidder’s Georgia General Contractor’s License Number or Georgia Department of Transportation Contractor License Number. (If you do not know your vendor number, please call 706-613-3088 or email: purchasing@accgov.com. If you do not have a vendor number, please fill out a bidder’s list application found at https://www.accgov.com/DocumentCenter/View/53398/Bid-List-Application-?bidId= so one may be issued to your company),

☐ One (1) marked original of the complete signed bid
☐ One (1) marked COPY of the complete signed bid
☐ Two (2) USB Flash Drives with all required Bid Documents combined into one single PDF file.

are to be delivered to:

Unified Government of Athens-Clarke County
Finance Department, Purchasing Division
375 Satula Avenue
Athens, GA. 30601

Hand-delivered copies may be delivered to the above address only between the hours of 8:00 am and 5:00 pm ET, Monday through Friday, excluding holidays observed by the Unified Government of Athens-Clarke County.

Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. No responsibility shall attach to the Unified Government of Athens-Clarke County for premature opening of a bid not properly addressed and identified, and/or delivered to the proper designation.

☐ The Post Bid Electronic Submission containing the mandatory and responsive submittal documents must be submitted within twenty four (24) hours of the bid opening by the apparent low bidder. The electronic submission should be in PDF. Files may be delivered electronically via email or through a secure internet link such as to the company’s FTP or other file-sharing site to derek.doster@accgov.com. Bidder to follow up electronic submission with hard copies provided to Derek Doster within seven (7) days of the bid opening.

E. The Bidder shall provide Bidder's Name and Address on the outside of the sealed
Instructions to Bidders

envelope; otherwise the Bid will not be opened and will be returned to the Bidder.

F. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Unified Government of Athens-Clarke County, Finance Department/ Purchasing Division, 375 Satula Avenue, Athens, Georgia 30601.

G. Any and all Bids not meeting the aforementioned criteria for Bid submittal may be declared non-responsive, and subsequently returned to the Bidder.

H. The Contractor, in signing a Bid on the whole or any portion of the Project, shall conform to the following requirements:

1. The Bid submittal must be signed by a company officer who is legally authorized to enter into a contractual relationship in the name of the bidder.

2. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

3. Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If a Bid is signed by an attorney-in-fact, there should be attached to the Bid a power of attorney executed by the partners evidencing authority to sign the Bid.

4. Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the president or other authorized officer of the corporation manually written below the corporate name following the wording "By ______". Corporation seal shall also be affixed to the Bid and Bid Bond.

5. The Bidder shall complete, execute and include the following mandatory documents, which are attached to these Contract Documents. Bids received without all of the Mandatory Documents may be rejected:

a. Bid Form, to include acknowledgement of all addenda issued
b. Bid Bond, in the amount of no less than 5% of the total base bid
c. Corporate Certificate, if the Bidder is a corporation or, Partnership Certificate, if Bidder, is a partnership
d. Georgia General Contractor’s License/Georgia Department of Transportation Contractors License Certification
e. Bidder’s Statement of Qualifications
f. Georgia Security and Immigration Compliance Act Affidavit for the Bidder
g. Non-collusion Affidavit of Prime Bidder
h. omitted

The following mandatory documents, which are attached to these Contract Documents shall be submitted by the apparent low bidder electronically within 24 hours of bid opening and hard copies within 7 days to Melody Melton, or Bid may be deemed non-responsive:
i. Subcontractor Listing Form
j. Non-collusion Affidavits from all Subcontractors.

I. Any and all bids not meeting the aforementioned criteria for Bid submittal may be declared non-responsive, and subsequently returned.

J. Cost Incurred by Bidders: All expenses involved with the preparation and submission of the Bid to the Unified Government of Athens-Clarke County, or any work performed in connection therewith shall be borne by the Bidder. No payment will be made for any responses received or for any other effort required of or made by Bidder(s) prior to commencement of work as defined by a contract approved by the governing body of the Unified Government of Athens-Clarke County.
Instructions to Bidders

1.04  Method of Bidding

A. The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid.

B. The Bidder must include a unit or lump sum price for all items shown on the Bid Form; failure to comply may be cause for rejection. Additionally, Unbalanced Bids will be subject to rejection. Conditional Bids will not be accepted. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities or extra per unit compensation allowed.

C. Unbalanced Bids: The Unified Government of Athens-Clarke County may reject a Bid as non-responsive if the prices bid are materially unbalanced between the line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work or prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the Bid will result in the lowest overall cost to the Unified Government even though it may be the low evaluated Bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

D. Discrepancy in Unit Price: In case of discrepancy between a unit price and an extended price and total amount, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

1.05  Addenda and Interpretations

A. No interpretation of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

B. The contact person for this BID is Jessica Beri, Purchasing Administrator or Toro Holt, Senior Buyer, (706) 613-3068, fax (706) 613-1975 or email toro.holt@accgov.com or accbids@accgov.com. Explanation(s) desired by offeror(s) regarding the meaning or interpretation of this Bid must be requested from the contact person, in writing via facsimile or email at the above number or email address.

Technical questions may be directed to Derek Doster, SPLOST Project Administrator. Every request for such interpretation should be made in in writing via facsimile or email to derek.doster@accgov.com, SPLOST Project Administrator, Phone (706) 613-3025, fax (706) 613-3944.

To be given consideration all request for interpretations or questions must be received by the time and dated stated in the above bid timetable.

C. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the
date fixed for the opening of Bids.

D. The Unified Government of Athens-Clarke County will issue responses to inquiries and any other corrections of amendments it deems necessary in written addenda issued prior to the Bid opening date. Bidders should not rely on any representations, statements or explanations other than those made in this invitation for Bid or in any addendum to this Invitation for Bid. Where there appears to be a conflict between the Invitation for Bid and any addenda issued, the latest addendum issued will prevail.

E. Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

F. Bidders are cautioned to re-visit the Georgia Procurement Registry site Georgia Procurement Registry to obtain notification of any addenda, which may be issued. The Unified Government of Athens-Clarke County assumes no responsibility for Bidders’ failure to receive and acknowledge any addenda issued.

G. Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to inspect the site shall in no way relieve any bidder from any obligation in respect to his bid.

1.06 Bid Modifications

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

B. Late Submittal, Late Modifications and Late Withdrawals: Bid submittals received after the Bid opening date and time are late and will not be considered. Requests received after the Bid opening date for modifications to or to withdraw bids are also late and will not be considered. No responsibility shall attach to the Unified Government of Athens-Clarke County for the premature opening of a Bid not properly addressed and identified, and/or delivered to the proper designation.

1.07 Bid Security

A. Each Bid must be accompanied by an Original Bid Bond with original signatures for both Bidder and Surety, and Power of Attorney (with Surety Seal), prepared on the form of Bid Bond included herein or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety thereon a surety company authorized to do business in the State of Georgia. Bid Bonds must contain, at a
Instructions to Bidders

minimum, the following:

1. Bidder named as Principal on Bid Bond.

2. Unified Government of Athens-Clarke County named as Obligee. Specific Bid Project referenced on Bid Bond.

3. Bid Bond meets minimum dollar amount (5% of total bid sum).

4. Bid Bond signed by same representative signing Bid.

5. Attorney-in-fact representing Surety listed on Power of Attorney (exact name).

6. Bid Bond dated the same date as Power of Attorney and Bid Form.

B. Surety on Federal Treasury’s list of certified sureties (https://fiscal.treasury.gov/surety-bonds/list-certified-companies.html); Bid Bond amount within underwriting limit and Surety authorized to do business in Georgia.

C. If for any reason whatsoever the successful Bidder withdraws from the competition after opening of the Bids, or if Bidder refuses to execute and deliver the Contract and Bonds required within 10 days after receipt of notice of the acceptance of Bid, the Owner may proceed to enforce the provisions of the Bid Bond.

D. If awarded Bidder refuses to enter into a Contract, the Owner will retain bid security as liquidated damages, but not as a penalty.

1.08 Receipt and Opening of Bids

A. The Owner may consider a minor irregularity of any Bid not prepared and submitted in accordance with the provisions hereof and may waive any minor irregularities or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be opened.

B. If a Bidder, after the Bid opening determines that its Bid contained an appreciable error, the Bidder may withdraw its Bid, subject to the provisions of, and, if the mistake meets the criteria in, O.C.G.A. Section 36-91-52.

C. Withdrawal of Bid: A bidder may withdraw his Bid before the expiration of the time during which bids may be submitted without prejudice to the Bidder, by submitting written request of withdrawal to the Purchasing Administrator.

D. Rejection of Bids: The Unified Government of Athens-Clarke County reserves the right to accept or reject any and all Bids and reserves the right to waive any irregularities or informalities or technical defects and to accept or reject any Bid, if in the judgment of the Unified Government of Athens-Clarke County its best interest will be served.

E. Award may be refused to any Bidder who, in the opinion of the Unified Government, is
not a responsible Bidder, is in default of any bid, proposal, purchase order, or contract with Unified Government of Athens-Clarke County prior to the date of Bid under consideration, or whose performance under any prior proposal or contract was determined by the Unified Government to be unsatisfactory. The Bidder’s performance on behalf or other entities (public or private) may be considered.

F. Bid submittals received after said time or at any place other than the time and place as stated in the notice may not be considered.

1.09 Subcontracts

A. Names of principal subcontractors must be listed using the Subcontractor Listing Form and attached to Bid. There shall be only one subcontractor named for each classification listed or specific trade.

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

C. The Contractor shall not subcontract more than 50% percent of the total cost of the Project.

1.10 Conditions of the Project

A. Each Bidder must be informed fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

B. The Bidder is advised to examine the location of the Project and to be informed fully as to its conditions; the conformation of the ground; the character, quality and quantity of the products needed preliminary to and during the prosecution of the work; the general and local conditions and all other matters which can in any way affect the work to be done under the Contract. Failure to examine the site will not relieve the successful Bidder of an obligation to furnish all products and labor necessary to carry out the provisions of the Contract.

C. The Bidder shall notify the Owner of the date and time Bidder proposes to examine the location of the Project. The Bidder shall confine examination to the specific areas designated for the proposed construction, including easements and public right-of-ways. If, due to some unforeseen reason, the Owner's proceedings for obtaining the proposed construction site (including easements), have not been completed, the Bidder may enter the site only with the express consent of the property owner. The Bidder is solely responsible for any damages caused by examination of the site.

D. The Contractor will not be given extra payments for conditions which can be determined by examining the site and documents.
1.11 Notice of Special Conditions

If any special federal, state, county or city laws, and municipal ordinances, and the rules and regulations of any authorities having jurisdiction over construction of the Project, enclosed herein referred to, or applicable by law to the Project, conflict with requirements of the Contract Documents, then the most stringent requirement prevails.

1.12 Obligation of Bidder

A. By submission of a Bid, the Bidder warrants that Bidder has inspected the site and has read and is thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to the Bid.

B. By submission of a Bid, the Bidder warrants that it has notified, prior to the opening of Bids, the Engineer and/or Owner in writing, of any conflict, error, ambiguity or discrepancy which the Bidder may discover prior to the opening of Bids, which would have an impact on the cost of the Project on the performance of the constructed Work.

1.13 Method of Award

A. It is the intent of the Owner to award the Contract to the responsive, responsible Bidder submitting the lowest Base Bid complying with the conditions of the Contract Documents. Add alternates may be accepted as part of initial contract or by Change Order at the Bid Price at any time during the Contract duration.

B. The Bidder to whom the award is made will be notified. The Owner reserves the right to reject any and all Bids and to waive any minor irregularities in Bids received whenever such rejection or waiver is in the Owner's best interest.

C. A responsive Bidder shall be one:

1. Who submits a Bid in the proper form without qualification or intent other than as called for in the Contract Documents;
2. Who binds himself or herself on behalf of the Bid to the Owner with the proper Bid Bond completed and attached;
3. Who properly completes all forms required to be completed and submitted at the time of the Bidding and if the apparent low bidder the documents required within 24 hours of bid opening;
4. Who shall furnish all data required by these Contract Documents.

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

1. Bidder shall maintain a permanent place of business. This requirement applies to the Bidder where the Bidder is a division of a corporation, or where the Bidder is 50 percent or more owned by a person, corporation or firm.
2. Bidder shall demonstrate adequate construction experience and sufficient equipment resources to properly perform the work under and in conformance with the Contract Documents. This evaluation will be based upon a list of completed or active projects and a list of construction equipment available to the Bidder to perform the work.

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may reasonably request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Project contemplated therein.

3. Bidder shall demonstrate financial resources of sufficient strength to meet the obligations incident to the performance of the work covered by these Contract Documents. The ability to obtain the required Performance and Payment Bonds will not alone demonstrate adequate financial capability.

4. Possesses a valid Georgia Department of Transportation Contractors License Number.

E. Acceptance of the Bidder's documentation and substantiation or Contract Award by the Owner does not relieve the Bidder of liability for non-performance as covered in the Contract Documents and the Bidder will not be exempted from any other legal recourse the Owner may elect to pursue.

F. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, each Bidder shall be prepared, upon written notice of Bid acceptance, to commence work within ten (10) days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.

G. The accepted Bidder shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within ten (10) days following its presentation shall execute same and return it to the Owner.

1.14 Employment of Local Labor

Preference in employment on the Project shall, insofar as practical, be given to qualified local labor.
1.15  **Americans with Disability Act (ADA)**

A qualified interpreter for the hearing impaired is available upon request at least ten (10) days in advance of the Bid opening date. Please call (706) 613-3088 for more information for the hearing impaired. This service is in compliance with the Americans with Disabilities Act (ADA).

1.16  **MBE Policy Statement**

It is the policy of the Athens-Clarke County government that no person or business shall be excluded from participation, denied the benefits of, or otherwise discriminated against in relation to the award and performance of any contract or subcontract on the grounds of race, color, creed, national origin, age, or sex.

1.17  **Hold Harmless and Indemnification**

The Bidder agrees, insofar as it legally may, to indemnify and hold harmless the Unified Government Athens-Clarke County, its officers, employees, and agents from and against all loss, costs, expenses, including attorney’s fees, claims, suits, and judgments, whatsoever in connection with injury to or death of any person or persons or loss of or damage to property resulting from any and all operations performed by Bidder, its officers, employees, and agents under any of the terms of this contract.

1.18  **Independent Contractor**

The Contractor shall not be an employee of the Unified Government of Athens-Clarke County, but shall be an independent contractor. Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind the Unified Government of Athens-Clarke County, or to otherwise act on behalf of the Unified Government of Athens-Clarke County, except as the Unified Government of Athens-Clarke County may expressly authorize in writing.

1.19  **Owner has applied for the following permits relating to this Project:**

   A. Athens-Clarke County Land Disturbance Permit to include soil erosion, sediment and pollution plan.
   B. USACE Permit
   C. Athens-Clarke County Right-of-way Encroachment Permit

1.20  **Project Right of Way & Easements:**

   A. Athens-Clarke County is currently in the Land Acquisition Process and fully expects all necessary right of ways and easements will be acquired prior to the issuance of the notice to proceed.
END OF SECTION
TO: UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

FROM: (Bidder's Company Name)

FOR: BID #25014 FIREFLY TRAIL (TSPLOST 2018, PROJECT NO. 06/ TSPLOST 2023 PROJECT 18) SUB-PROJECT 3

Submitted: __________.

The undersigned Bidder, in compliance with your Invitation to Bid for the construction of this Project having examined the Contract Documents, the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to construct the Project in accordance with the Contract Documents.

The Bidder proposes and agrees, if this Bid is accepted, to contract with Unified Government of Athens-Clarke County, Georgia in the form of Contract Agreement specified, to furnish all necessary products, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Work in full and complete accordance with the reasonably intended requirements of the Contract Documents to the full and entire satisfaction of the Unified Government of Athens-Clarke County, Georgia with a definite understanding that no money will be allowed for extra work except as set forth in the Contract Documents, for the following prices:
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<tr>
<td>280</td>
<td>603-2181</td>
<td>STN DUMPED RIP RAP, TP 3, 18 IN</td>
<td>SY</td>
<td>324</td>
<td></td>
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</tr>
<tr>
<td>285</td>
<td>603-7000</td>
<td>PLASTIC FILTER FABRIC</td>
<td>SY</td>
<td>324</td>
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<td></td>
</tr>
<tr>
<td>290</td>
<td>700-6910</td>
<td>PERMANENT GRASSING</td>
<td>AC</td>
<td>10.5</td>
<td></td>
<td></td>
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<tr>
<td>295</td>
<td>700-7000</td>
<td>AGRICULTURAL LIME</td>
<td>TN</td>
<td>20</td>
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<tr>
<td>300</td>
<td>700-8100</td>
<td>FERTILIZER NITROGEN CONTENT</td>
<td>LB</td>
<td>475</td>
<td></td>
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</tr>
<tr>
<td><strong>TEMPORARY</strong></td>
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<td></td>
<td></td>
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<td>305</td>
<td>163-0232</td>
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<td>315</td>
<td>163-0301</td>
<td>CONSTRUCT AND REMOVE CONSTRUCTION EXITS</td>
<td>EA</td>
<td>13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>320</td>
<td>163-0527</td>
<td>CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS</td>
<td>EA</td>
<td>64</td>
<td></td>
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<tr>
<td>325</td>
<td>163-0550</td>
<td>CONSTRUCT AND REMOVE INLET SEDIMENT TRAP</td>
<td>EA</td>
<td>1</td>
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<tr>
<td>330</td>
<td>165-0010</td>
<td>MAINTENANCE OF TEMPORARY SILT FENCE, TP A</td>
<td>LF</td>
<td>17770</td>
<td></td>
<td></td>
</tr>
<tr>
<td>335</td>
<td>165-0030</td>
<td>MAINTENANCE OF TEMPORARY SILT FENCE, TP C</td>
<td>LF</td>
<td>1085</td>
<td></td>
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<tr>
<td>340</td>
<td>165-0041</td>
<td>MAINTENANCE OF CHECK DAMS - ALL TYPES</td>
<td>LF</td>
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<td>345</td>
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<td>MAINTENANCE OF CONSTRUCTION EXIT</td>
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<td>350</td>
<td>165-0105</td>
<td>MAINTENANCE OF INLET SEDIMENT TRAP</td>
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<tr>
<td>355</td>
<td>167-1000</td>
<td>WATER QUALITY MONITORING AND SAMPLING</td>
<td>EA</td>
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<td>360</td>
<td>167-1500</td>
<td>WATER QUALITY INSPECTIONS</td>
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<tr>
<td>365</td>
<td>171-0010</td>
<td>TEMPORARY SILT FENCE, TYPE A</td>
<td>LF</td>
<td>17770</td>
<td></td>
<td></td>
</tr>
<tr>
<td>370</td>
<td>171-0030</td>
<td>TEMPORARY SILT FENCE, TYPE C</td>
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<tr>
<td>375</td>
<td>643-8200</td>
<td>BARRIER FENCE (ORANGE), 4 FT</td>
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<td>31300</td>
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<td>380</td>
<td>716-2000</td>
<td>EROSION CONTROL MATS, SLOPES</td>
<td>SY</td>
<td>3400</td>
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<td><strong>UTILITIES</strong></td>
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<tr>
<td>385</td>
<td>682-9020</td>
<td>ELECTRICAL JUNCTION BOX</td>
<td>EA</td>
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<tr>
<td>Item</td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Amount</td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
<td>390</td>
<td>4&quot; SCH 40 PVC CONDUIT WITH DETECTION WIRE AND PULL WIRE</td>
<td>LF</td>
<td>14035</td>
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<tr>
<td>395</td>
<td>ACC-001 Work Yet To Be Defined</td>
<td>LS</td>
<td>1</td>
<td>$50,000</td>
<td></td>
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</tr>
<tr>
<td>400</td>
<td>ACC-002 Additional Landscaping as directed by Owner</td>
<td>LS</td>
<td>1</td>
<td>$25,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>405</td>
<td>ACC_003 Testing</td>
<td>LS</td>
<td>1</td>
<td>$25,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

BASE BID TOTAL, ITEMS 005 THROUGH 405, INCLUSIVE, THE AMOUNT OF ________________________________ DOLLARS ($_________)

The Bidder agrees hereby to commence Work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Engineer, and to fully complete all Work under this Contract as noted in the Agreement. Bidder further agrees to pay as liquidated damages, the amount specified in Sub-Section 108.08 of the Standard Specifications and as modified in Section 00850 for each consecutive calendar day thereafter required to complete all work as required of the Contract.

The Bidder agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder acknowledges that the quantities shown for unit price items are subject to either increase or decrease, and that should the quantities of any of the items of Work be increased, the Bidder proposes to do the additional Work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for additional costs or anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of Work, at which time adjustment will be made to the Contract amount by direct increase or decrease.
In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

The Bidder acknowledges that the Bid cannot be withdrawn within 120 days of the Bid opening.

The Bidder furthermore agrees that, in the case of a failure to execute the Contract Agreement and Bonds within ten days after receipt of conformed Contract Documents for execution, the attached Bid Bond accompanying this Bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Attached hereto is a Bid Bond for the sum of ________________________________

______________________________ Dollars ($__________) according to the conditions of "Instructions to Bidders" and provisions thereof.

Bidder acknowledges receipt of the Following Addenda:

Addendum No. 1, dated: ___________ Addendum No. 4, dated: ___________
Addendum No. 2, dated: ___________ Addendum No. 5, dated: ___________
Addendum No. 3, dated: ___________ Addendum No. 6, dated: ___________

BIDDER: ____________________________________________________

By: ________________________________________________________

(name signed)

(name printed or typed)

Title: ______________________________________________________

Address: __________________________________________________

Phone: _____________________________________________________

06/27/2024 Firefly Trail Sub-Project 3
Bid

Attest:  

(name signed)

(title printed or typed)

(SEAL)

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

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full names and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

END OF SECTION
STATE OF GEORGIA

COUNTY OF CLARKE

KNOW ALL MEN BY THESE PRESENTS, that we, ____________________________, as Principal, and ____________________________, as Surety, are held and firmly bound unto the Unified Government of Athens-Clarke County, Georgia in the sum of ____________________________ Dollars ($________________________) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to the Owner a Bid for construction of BID #25014 FIREFLY TRAIL (TSPLOST 2018, PROJECT NO. 06/TSPLOST 2023 PROJECT 18) SUB-PROJECT 3.

NOW THEREFORE, the conditions of this obligation are such that if the Bid be accepted, the Principal shall, within ten days after receipt of conformed Contract Documents, execute a Contract in accordance with the Bid upon the terms, conditions and prices set forth therein, and in the form and manner required by the Contract Documents and execute sufficient and satisfactory separate Performance and Payment Bonds payable to the Owner, each in an amount of 100 percent of the total Contract Price, in form satisfactory to the Owner, then this obligation shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with O.C.G.A. §36-91-1 et.seq. and all the provisions of the law referring to this character of bond as set forth in said Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ______ day of ________________________, 20____.
CONTRACTOR – PRINCIPAL: ____________________________________________________________

By: ____________________________________________________________

(name signed)

(name printed or typed)

Title: ____________________________________________________________

Address: ____________________________________________________________

Attest: ____________________________________________________________

(name signed)

(name printed or typed)

Title: ____________________________________________________________ (SEAL)

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

SURETY: ____________________________________________________________

By: ____________________________________________________________

(name signed)

(name printed or typed)

Title: ____________________________________________________________

Address: ____________________________________________________________

Attest: ____________________________________________________________

(name signed)

(name printed or typed)

Title: ____________________________________________________________ (SEAL)

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

Surety and Insurers must have an A.M. Best Financial Strength Rating of A or higher, with a Financial Size Category of VII or higher.

END OF SECTION
To be completed by those firms that are Corporations:

I, __________________________, certify that I am the Secretary of the Corporation named as Bidder in the foregoing Bid; that __________________________, who signed said Bid on behalf of the Contractor was then __________________________ of said Corporation; that said Bid was duly signed for and on behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of __________________________. This ______ day of __________________________, 20__.

Corporate Secretary: __________________________

(name signed)

______________________________

(name printed or typed) (SEAL)

To be completed by those firms that are Partnerships:

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

Partner Signature __________________________

Partner Signature __________________________

Partner Signature __________________________

Partner Signature __________________________

Subscribed and sworn to me this ___ day of __________________________, 20__.

NOTARY PUBLIC: __________________________

(name signed)

______________________________

(name printed or typed)

Commission Expires: __________________________

(Date) (SEAL)
Pursuant to bidding requirements for the work titled:

**BID #25014 FIREFLY TRAIL (TSPLOST 2018, PROJECT NO. 06/TSPLOST 2023 PROJECT 18) SUB-PROJECT 3**

The undersigned proposes to use the following subcontractors. Except as otherwise approved by the Owner, the undersigned proposes to perform all other portions of the Work with his own force.

<table>
<thead>
<tr>
<th>Portion of the Work</th>
<th>Subcontractor Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grading</td>
<td></td>
</tr>
<tr>
<td>Utility Work</td>
<td></td>
</tr>
<tr>
<td>Concrete Paving</td>
<td></td>
</tr>
<tr>
<td>Storm Drain</td>
<td></td>
</tr>
</tbody>
</table>

USE ADDITIONAL SHEETS, IF REQUIRED

BIDDER: _______________________________________

BY: ____________________________________________

TITLE: _________________________________________

(PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM)

END OF SECTION
All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information desired. Attach all additional sheets to this statement. (Sample “Project Information Form” contained at the end of this Section.)

1. Name of Bidder: ____________________________________________________________

2. Permanent main office address, phone numbers, fax number, and email address of primary contact: _________________________________________________________________

3. When organized: ___________________________________________________________________

4. If a Corporation, where incorporated: ___________________________________________

5. How many years have you been engaged in the contracting business under your present firm or trade name? ________________________________________________

6. Contracts on hand. (Complete a “Project Information Form”, for each Contract on hand.)

7. General description of type of work performed by your company: _______________________

8. Have you ever failed to complete any work awarded to you? If so, where and why? ______

9. Have you ever defaulted on a contract? If so, where and why? _______________________

10. Have you ever refused to sign a Contract at the original bid? If so, where and why? ______

11. Attach a list of the most important projects recently completed by your company which are similar in scope to this Project. (Complete a “Project Information Form”, for each Project listed.)
12. Names, background and experience of the principal members of your organization, including officers:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Years Experience</th>
</tr>
</thead>
<tbody>
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</tr>
</tbody>
</table>

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

I, ______________________, certify that I am ______________________ of the Bidder, and that the answers to the foregoing questions and statements contained therein are true and correct.

BIDDER: ________________________________

By: __________________________________

(name signed)

(name printed or typed)

Title: ________________________________

Date: ________________________________

Subscribed and sworn to me this ___ day of _____________, 20__.

NOTARY PUBLIC: ________________________________

(name signed)

(name printed or typed)

Commission Expires: ________________________________

(Date)

(SEAL)
Project Information Form
(Use additional sheets as necessary and please type all information)

Project Title: ______________________

Project Location: ____________________________________________________________

Construction Type/Project Description: ________________________________________

Project Owner:
- Owner Name: ______
- Contact Person: ______
- Phone Number: ______

Construction Contract Administrator Engineer/Architect or Construction Manager:
- Company Name: ______
- Contact Person: ______
- Phone Number: ______

Contract Amount:
- Initial (Bid Price): ______
- Final Contract Price: ______
  - Explain Reasons for Variances:______________________________________________

Contract Time
- Initial: ____________
- Final: ____________
  - Explain Reasons for Variances:____________________________________________

- Completion Date: ____________

END OF SECTION
General Contractor’s License Certification

Bidder/Contractor’s Company Name: ________________________________

Georgia General Contractor’s License Number: ________________________________

Expiration Date of License: __________________________________________

And/or

Georgia Department of Transportation License Number: ________________________________

Expiration Date of License: __________________________________________

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

BIDDER: __________________________________________

By: __________________________

(name signed)

(name printed or typed)

Title: __________________________

Date: __________________________

END OF SECTION
The Unified Government of Athens-Clarke County and Contractor agree that compliance with the requirements of O.C.G.A. § 13-10-91, as amended, are conditions of this Agreement for the physical performance of services.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

(1) To secure from the subcontractor(s) an affidavit attesting to the subcontractor’s compliance with O.C.G.A. § 13-10-91(b), as amended; such affidavit being in a form similar to and containing the same information as the form attached hereto; and

(2) To obtain such subcontractor affidavit(s) when the subcontractor(s) is retained. Contractor shall have such forms available for inspection and submit to the Owner, if so requested by the Owner.

The failure of Contractor to supply the affidavit of compliance at the time of the bid will be cause for the bid being deemed non-responsive. Failure of Contractor to continue to satisfy the obligations of O.C.G.A. § 13-10-91, as amended throughout the entire contract period shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, Athens-Clarke County shall be entitled to all available remedies, including termination of the contract and damages.

SEE AFFIDAVITS ON FOLLOWING PAGES
CONTRACTOR AFFIDAVIT & AGREEMENT UNDER O.C.G.A. § 13-10-91(b)(1)
(effective July 1, 2013)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, as amended, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of The Unified Government of Athens-Clarke County, Georgia, has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.

Furthermore, the undersigned will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

<table>
<thead>
<tr>
<th>Federal Work Authorization User Identification Number</th>
<th>Date of Authorization</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________________________________________________</td>
<td>______________________</td>
</tr>
</tbody>
</table>

Name of Contractor: ________________________________________________________________

Name of Project: _________________________________________________________________

Name of Public Employer: Unified Government of Athens-Clarke County

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

Executed on ______, 20___ in ______________, ____________.

(Month) (Day) (Year) (City) (State)

_________________________________
Signature of Authorized Officer or Agent

_________________________________
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ___ DAY OF _________.
20____

______________________________  My Commission Expires:______________________
Notary Public  (SEAL)

END OF SECTION
STATE OF __________________________  COUNTY OF __________________________

I, __________________________, being first duly sworn, deposes and says that:

He or she is __________________________

(Owner, Partner, Officer, Representative or Agent)

of __________________________, the Bidder that has submitted the attached Bid;

He or she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and not a collusive or sham Bid;

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

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

BIDDER: __________________________

By: __________________________

(name signed)

(name printed or typed)

Title: __________________________

Date: __________________________

Subscribed and sworn to me this ___ day of _____________, 20___

NOTARY PUBLIC: __________________________

(name signed)

(name printed or typed)

Commission Expires: __________________________

(SEAL)

END OF SECTION
STATE OF ___________________  COUNTY OF ___________________

I, ____________________, being first duly sworn, deposes and says that:

(1) He or she is the ________________________________ of ________________________________ hereinafter referred to as the “Subcontractor”;

(2) He or she is fully informed respecting the preparation and contents of the Subcontractor’s Proposal submitted by the Subcontractor to ________________________________ the Bidder, for certain work in connection with the construction of BID #25014 FIREFLY TRAIL (TSPLOST 2018, PROJECT NO. 06/TSPLOST 2023 PROJECT 18) SUB-PROJECT 3;

(3) Such Subcontractor’s bid is genuine and is not a collusive or sham bid;

(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Unified Government of Athens-Clarke County or any person interested in the proposed Contract; and

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

SUBCONTRACTOR: ____________________________________________

By: __________________________________________________________

(name signed)

(name printed or typed)

Title: _________________________________________________________

Date: _________________________________________________________

Subscribed and sworn to me this ___ day of _____________, 20___

NOTARY PUBLIC: ____________________________________________

(name signed)

(name printed or typed)

Commission Expires: ________________________ (SEAL)

END OF SECTION
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION

THIS Agreement is by and between Unified Government of Athens-Clarke County, Georgia, a body corporate and politic and a political subdivision of the State of Georgia (“Owner”) and [Name of Contractor] (“Contractor”). Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 – WORK

1.01 Contractor will furnish all products, tools, construction equipment, skill, and labor of every description necessary to carry out and complete, in a good and workmanlike manner, construction of the project described as BID #25014 FIREFLY TRAIL (TSPLOST 2018 Project 6/TSPLOST 2023, Project 18), SUB-PROJECT 3

1.02 and will complete work in strict conformity with the Contract Documents.

ARTICLE 2 – THE PROJECT

2.01 BID #25014 Firefly Trial (TSPLOST 2018 Project 6/TSPLOST 2023 Project 18), Sub-Project 3

ARTICLE 3 – PROJECT ADMINISTRATOR and DESIGN PROFESSIONAL

3.01 Jacobs Project Management Company (hereinafter called the Project Administrator), which is to act as Owner’s representative, assumes all duties and responsibilities, and has the rights and authority assigned to Project Administrator in the Contract Documents.

3.02 The Project has been designed by Alfred Benesch & Company (“Design Professional”), which assumes all duties and responsibilities and which has the rights and authority assigned to the Design Professional in the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All Contract Times and time limits as set forth in in the General Conditions or as may be stated elsewhere in the Contract Documents are of the essence and are an essential element of this Contract.

4.02 Days to Achieve Substantial Completion and Final Completion

A. Contractor shall achieve Substantial Completion in accordance with Paragraph 14.04 of the General Conditions within 365 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions.

B. Contractor shall achieve Final Completion in accordance with Paragraph 14.07 of the General Conditions within 395 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence and is an essential element of this Agreement and that Owner will suffer financial damage and loss, which will be difficult or impossible to accurately estimate, if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions.
B. Accordingly, if Contractor fails to achieve Substantial Completion of the Work within the times specified in Paragraph 4.02(A), plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, Contractor shall pay Owner as liquidated damages for delay (but not as a penalty), $500 for each day that expires after the time specified in Paragraph 4.02(A), plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, until Contractor achieves Substantial Completion in accordance with Paragraph 14.04.

C. Accordingly, if after achieving Substantial Completion, Contractor fails to achieve Final Completion of the Work within the times specified in Paragraph 4.02(B), plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, Contractor shall pay Owner as liquidated damages for delay (but not as a penalty), $100 for each day that expires after the time specified in Paragraph 4.02(B), plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, until Contractor achieves Final Completion in accordance with Paragraph 14.07 of the General Conditions.

D. If the Contractor abandons the Project before commencement of the Work or defaults in completion of the Work after commencement thereof, the Contractor shall be liable for all liquidated damages as set forth in Paragraph 4.03. These fixed liquidated damages are not established as a penalty but are damages which would be difficult or impossible of accurate estimate, and are calculated and agreed upon in advance by the Owner and the Contractor as reasonable pre-estimates of the Owner’s probable loss that will occur as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Agreement.

4.04 Waiver of Consequential Damages

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

1. damages incurred by the Owner for rental expenses, for loss of use, income, financing, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and bonding capacity, damage to reputation, and for lost profits.

B. The mutual waiver of Consequential Damages set forth in Paragraph 4.04 is applicable, without limitation, to all consequential damages due to either party’s suspension or termination in accordance with Article 15 of the General Conditions. Nothing in this Paragraph 4.04 shall be deemed to preclude recovery of liquidated damages by the Owner in accordance with the requirements of the Agreement, including Paragraph 4.03.

ARTICLE 5 – CONTRACT PRICE

5.01 The Owner hereby agrees to pay to the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in Article 12 of the General Conditions, in lawful money of the United States of America, the sum of [CONTRACT VALUE WORDS] Dollars ($[CONTRACT VALUE NUMBERS]) (the “Contract Price”). The Contract Price shall also pay for loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the Work, and for all expenses incurred by, or in consequence of the Work, its suspension or discontinuance and for well and faithfully completing the Work and the whole thereof, as herein provided, and for replacing defective work or products for a period of one year after completion.
ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

B. In accordance with Article 14 of the General Conditions, Contractor shall submit with each Application for Payment a list of all material suppliers and subcontractors performing the Work for the time covered by the application.

C. In accordance with Article 14 of the General Conditions, Contractor shall submit with each Application for Payment lien waivers from all material suppliers and subcontractors performing work or supplying materials for the time covered by the application.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments, no more than once monthly, based upon the Contract Price and the Applications for Payment approved by the Project Administrator, as measured by the Schedule of Values provided in Paragraph 2.07.A of the General Conditions.

B. If the Contractor has made Application for Payment as provided above, the Project Administrator will issue a Certificate for Payment to the Owner, with a copy to the Contractor, for such amount as the Project Administrator determines to be properly due, or the Project Administrator will state, in writing, itemized and specific reasons for withholding a Certificate as provided herein.

C. The Owner will pay to the Contractor the amount approved in the Certificate for Payment, less retainage provided in Paragraph 6.02(D), less setoffs for delay or threatened default as the as the Owner or Project Administrator determines, including but not limited to liquidated damages.

D. Retainage. The Owner will retain the following amounts from each properly Certificate for Payment

1. Owner will retain 5 percent of the amount approved by the Certificate for Payment until Contractor achieves Substantial Completion. However, at any time, Owner may withhold 200 percent of the value of any incomplete item of Work, as such value is determined by the Project Administrator.

2. In its sole discretion, Owner may release retainage earlier than Substantial Completion; however, Owner may elect to reinstate retainage on amounts approved in Certificates for Payment at any time.

3. No form of collateral in lieu of cash will be acceptable as retainage.

4. Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the Owner.

E. All Certificates for Payment are estimates, are approximate only, and are subject to correction by Project Administrator’s subsequent Certificates for Payment or by the approved amount of Final Payment, as defined by Paragraph 14.07 of the General Conditions.

F. In the event of a conflict, O.C.G.A. Sections 13-10-80 through 13-10-83 shall supersede and control any provisions to the contrary in this Article 6.

6.03 Final Payment

A. Final Payment will be made in accordance with Paragraph 14.07 of the General Conditions and upon Final Completion of the Work as recommended by Project Administrator.
ARTICLE 7 – INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest in accordance with the requirements of Paragraph 14.02 of the General Conditions.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work. Contractor is familiar with state and/or local watering uses and restrictions, if any, that are in place at the time Bid is made.

D. Contractor has carefully studied all reports and drawings: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site that may affect cost, progress, or performance of the Work or that relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Project Administrator written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Project Administrator is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents
A. The Contract Documents consist of the following:
   1. This Agreement, the General Conditions, the Specifications, and all other documents as listed in the Table of Contents of the Project Manual.
   2. Drawings as listed in the Drawing Sheet Index at the front of each volume of drawings.
   3. _____ Addenda issued and as acknowledged in the Bidding Documents.
   4. Notice to Proceed
   5. Change Orders
B. Deleted.
C. Deleted.
D. There are no Contract Documents other than those listed above in this Article 9.
E. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms
   A. Terms used in this Agreement will have the meanings stated in the General Conditions.

10.02 Assignment of Agreement
   A. No assignment by Contractor of any rights under or interests in the Agreement will be binding on Owner without the written consent of Owner, unless otherwise prohibited by law. Unless specifically stated to the contrary in Owner’s written consent to an assignment, no assignment will release or discharge Contractor or its surety from any duty or responsibility under the Contract Documents.

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

10.04 Severability
   A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Agreement under their respective seals on the day and date first above written in two counterparts each of which shall, without proof or accounting for the other counterparts, be deemed an original Agreement.

This Agreement will be effective on __________________, 20___ (which is the Effective Date of the Agreement).

APPROVED AS TO FORM BEFORE EXECUTION

By: ________________________________
   Athens-Clarke County Attorney's Office

OWNER: UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY, GEORGIA

______________________________
(name signed)

KELLY GIRTZ

Title: MAYOR

Address: 301 COLLEGE AVENUE

ATHENS, GEORGIA 30601

Attest: ________________________________

(name signed)

JEAN SPRATLIN

Title: CLERK OF COMMISSION

(SEAL)

CONTRACTOR: NAME OF CONTRACTOR

By: ________________________________

(name signed)

______________________________
(name printed or typed)

Title: ________________________________

Address: ________________________________

______________________________

Attest: ________________________________

(name signed)

______________________________
(name printed or typed)

Title: ________________________________

(SEAL)

Note: If the Contractor is a corporation, the Agreement shall be signed by the president or vice president, attested by the secretary and the corporate seal affixed. If the Contractor is a partnership, the Agreement shall be signed in the partnership name by one of the partners, with indication that he or she is a general partner.
STATE OF GEORGIA  
COUNTY OF CLARKE

In accordance with O.C.G.A. § 36-91-21(e), we, the undersigned of [Name of Contractor] being first duly sworn, deposes and says that:

We have not directly or indirectly violated O.C.G.A. § 36-91-21 (d), and more specifically, we have not

- prevented or attempted to prevent competition in such bidding or proposals by any means whatever,
- prevented or endeavored to prevent anyone from making a bid or proposal thereof by any means whatever, or
- caused or induced another to withdraw a bid or proposal for the work.

We, the undersigned, to the best of our knowledge, affirm that no other officers, agents or other persons acted for or represented the Contractor in the bidding for and procurement of this Agreement.

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<th>Printed Name</th>
<th>Title</th>
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SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF ____________, 20__

________________________________________  My Commission Expires:  
Notary Public  (SEAL)
STATE OF GEORGIA

COUNTY OF CLARKE

KNOW ALL MEN BY THESE PRESENTS, that we, [Name of Contractor], as Principal, ("Contractor") and [Name of Surety], as Surety, do hereby acknowledge ourselves indebted and firmly bound and held unto Unified Government of Athens-Clarke County, Georgia for use and benefit of those entitled thereto, in the sum of ________________ Dollars ($______________) for the payment of which will and truly to be made, in lawful money of the United States of America, we do hereby bind ourselves, successors, assigns, heirs and personal representatives.

BUT THE CONDITION OF THE FOREGOING OBLIGATION OR BOND IS THIS:

WHEREAS, the Owner has engaged the said Contractor for the sum of ________________________ Dollars ($__________) for construction of BID #25014 FIREFLY TRAIL (TSPLOST 2018, PROJECT NO. 06/TSPLOST 2023 PROJECT 18) SUB-PROJECT 3 as more fully appears in a written Agreement bearing the date of ________________________, 20___, a copy of which Agreement is by reference hereby made a part hereof.

NOW, THEREFORE, if said Contractor shall fully and faithfully perform all the undertakings and obligations under the said Agreement hereinbefore referred to and shall fully indemnify and hold harmless the said Owner from all costs and damage whatsoever which it may suffer by reason of any failure on the part of said Contractor to do so, and shall fully reimburse and repay the said Owner any and all outlay and expense which it may incur in making good any such default, and shall correct all defects in products and workmanship appearing within one year of the completion of all Work, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

In its sole discretion, Owner may direct Surety to perform its obligations hereunder without the use of Contractor, and in such case, Surety will not allow Contractor to perform any Work on or for the Project and Surety will procure another contractor to perform all remaining Work. Within ten days after receipt of Owner’s request therefor, Surety will notify Owner of its plan for satisfying its obligations set forth herein.

Without limiting Owner’s rights hereunder, and in its sole discretion, Owner may elect to perform all or any part of the Work or perform any obligation of Contractor set forth in the Contract Documents, and in such event, Surety shall indemnify and hold harmless Owner from all costs and damage in the performance thereof.

And for value received it is hereby stipulated and agreed that no change, extension of time, alteration or addition to the terms of the said Agreement, or in the Work to be performed thereunder, or the other Contract Documents shall affect the obligations under this Bond, and notice is hereby waived of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Contract Documents.

This bond is given pursuant to and in accordance with the provisions of O.C.G.A. Section 36 91 1 et seq., as amended, and all the provisions thereof are made a part hereof to the same extent as if set forth herein.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this ______ day of ______________, 20__.
CONTRACTOR – PRINCIPAL

[NAME OF CONTRACTOR]

By: ____________________________________________

(name signed)

(name printed or typed)

Title: ____________________________________________

Address: _________________________________________

_________________________________________________

Attest: ____________________________________________

(name signed)

(name printed or typed)

Title: ____________________________________________

( SEAL)

SURETY:

[NAME OF SURETY]

By: ____________________________________________

(name signed)

(name printed or typed)

Title: ____________________________________________

Address: _________________________________________

_________________________________________________

Attest: ____________________________________________

(name signed)

(name printed or typed)

Title: ____________________________________________

( SEAL)

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

Surety and Insurers must have an A.M. Best Financial Strength Rating of A or higher, with a Financial Size Category of VII or higher.
STATE OF GEORGIA

COUNTY OF CLARKE

KNOW ALL MEN BY THESE PRESENTS, that we, [Name of Contractor], as Principal, (“Contractor”) and [Name of Surety] as Surety, are held and firmly bound unto the Unified Government of Athens-Clarke County, Georgia (“Owner”), for the use and protection of all subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of work provided in the Agreement defined herein, in the penal sum of ________________________ Dollars ($____________) lawful money of the United States of America, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has entered into a certain Construction Agreement with said Owner, dated _________________, 20___, for construction of a project known as BID #25014 FIREFLY TRAIL (TSPLOST 2018, PROJECT NO. 06/TSPLOST 2023 PROJECT 18) SUB-PROJECT 3 (“Agreement”), which Agreement and the Contract Documents for said Work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, the condition of this obligation is such, that if the Contractor shall promptly pay in full every person doing work or furnishing labor, materials, machinery, or equipment for the Project, then this obligation shall be void; otherwise it shall remain in full force and effect.

This Bond is subject to the following conditions and limitations:

a) Any subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of work provided for in said Agreement shall have a direct right of action against the Contractor and Surety on this Bond.

b) In no event shall the Surety be liable for a greater sum than the penalty of this Bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Agreement.

c) This Bond is given pursuant to and in accordance with provisions of O.C.G.A. Section 36 91 1 et seq., as amended, and all the provisions of law referring to this character of Bond as set forth in said law, are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Contractor has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of ______________, 20__.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
CONTRACTOR – PRINCIPAL

By: ____________________________________________
    (name signed)

    ____________________________________________
    (name printed or typed)

Title: ____________________________________________

Address: ____________________________
   ____________________________________________

Attest: ____________________________________________
    (name signed)

    ____________________________________________
    (name printed or typed)

Title: ____________________________________________
   (SEAL)

SURETY: [NAME OF SURETY]

By: ____________________________________________
    (name signed)

    ____________________________________________
    (name printed or typed)

Title: ____________________________________________

Address: ____________________________
   ____________________________________________

Attest: ____________________________________________
    (name signed)

    ____________________________________________
    (name printed or typed)

Title: ____________________________________________
   (SEAL)

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

Surety and Insurers must have an A.M. Best Financial Strength Rating of A or higher, with a Financial Size Category of VII or higher.
### TABLE OF CONTENTS

**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY** ................................................................. 1  
1.01 Defined Terms ............................................................................................................. 1  
1.02 Terminology ............................................................................................................... 4  

**ARTICLE 2 – PRELIMINARY MATTERS** ..................................................................... 5  
2.01 Delivery of Bonds and Evidence of Insurance .......................................................... 5  
2.02 Copies of Documents ................................................................................................... 6  
2.03 Commencement of Contract Times; Notice to Proceed ........................................... 6  
2.04 Starting the Work ........................................................................................................ 6  
2.05 Before Starting Construction .................................................................................... 6  
2.06 Preconstruction Conference ...................................................................................... 6  
2.07 Initial Acceptance of Schedules ................................................................................ 6  

**ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE** ............... 7  
3.01 Intent ............................................................................................................................ 7  
3.02 Reference Standards ................................................................................................... 8  
3.03 Reporting and Resolving Discrepancies .................................................................... 8  
3.04 Amending and Supplementing Contract Documents .............................................. 9  
3.05 Reuse of Documents .................................................................................................. 9  
3.06 Electronic Data .......................................................................................................... 10  

**ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS** .................. 10  
4.01 Availability of Lands ................................................................................................. 10  
4.02 Subsurface and Physical Conditions ....................................................................... 10  
4.03 Differing Subsurface or Physical Conditions .......................................................... 11  
4.04 Underground Facilities ............................................................................................ 12  
4.05 Reference Points ...................................................................................................... 13  
4.06 Hazardous Environmental Condition at Site ............................................................. 14  

**ARTICLE 5 – BONDS AND INSURANCE** ................................................................. 15  
5.01 Performance, Payment, and Other Bonds ............................................................... 15  
5.02 Licensed Sureties and Insurers .................................................................................. 15  
5.03 Certificates of Insurance .......................................................................................... 16  
5.04 Contractor’s Liability Insurance .............................................................................. 16  
5.05 Owner’s Liability Insurance ..................................................................................... 17  
5.06 Property Insurance ................................................................................................... 17  
5.07 Waiver of Rights ....................................................................................................... 17  
5.08 Receipt and Application of Insurance Proceeds ...................................................... 18  
5.09 Acceptance of Bonds and Insurance; Option to Replace ......................................... 18  
5.10 Partial Utilization, Acknowledgment of Property Insurer ........................................ 18  

**ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES** .................................................. 18  
6.01 Supervision and Superintendence ............................................................................ 18  
6.02 Labor; Working Hours ............................................................................................... 19  
6.03 Services, Materials, and Equipment ....................................................................... 19  
6.04 Progress Schedule .................................................................................................... 20  
6.05 Substitutes and “Or Equals” ..................................................................................... 20  
6.06 Concerning Subcontractors, Suppliers, and Others ................................................ 20  
6.07 Patent Fees and Royalties ......................................................................................... 22  
6.08 Permits and Utility Connections ............................................................................. 22  
6.09 Laws and Regulations .............................................................................................. 22  
6.10 Taxes .......................................................................................................................... 23  

(ACCGov Standard GC’s version 01/08/2023)
UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY

GENERAL CONDITIONS

6.11 Use of Site and Other Areas ................................................................. 23
6.12 Record Documents ........................................................................... 24
6.13 Safety and Protection ........................................................................ 24
6.14 Safety Representative ............................................................... 25
6.15 Hazard Communication Programs ........................................... 25
6.16 Emergencies ...................................................................................... 25
6.17 Shop Drawings, Samples, and other Submittals ............................ 25
6.18 Continuing the Work ........................................................................ 26
6.19 Contractor’s General Warranty and Guarantee ............................ 27
6.20 Indemnification .............................................................................. 27
6.21 Delegation of Professional Design Services ............................... 28

ARTICLE 7 – OTHER WORK AT THE SITE .................................................. 28

7.01 Related Work at Site ........................................................................ 28
7.02 Coordination ...................................................................................... 29
7.03 Legal Relationships .......................................................................... 29
7.04 Claims Between Contractors ............................................................. 29

ARTICLE 8 – OWNER’S RESPONSIBILITIES .................................................. 30

8.01 Communications to Contractor ....................................................... 30
8.02 Replacement of Project Administrator or Design Professional .... 30
8.03 Furnish Data ...................................................................................... 30
8.04 Pay When Due .................................................................................. 30
8.05 Lands and Easements; Reports and Tests ..................................... 30
8.06 Insurance ......................................................................................... 31
8.07 Change Orders ................................................................................ 31
8.08 Inspections, Tests, and Approvals .................................................. 31
8.09 Limitations on Owner’s Responsibilities ......................................... 31
8.10 Undisclosed Hazardous Environmental Condition ......................... 31
8.11 Evidence of Financial Arrangements ............................................... 31

ARTICLE 9 – OWNER’S REPRESENTATIVES DURING CONSTRUCTION .............. 31

9.01 Owner’s Representatives ................................................................. 31
9.02 Visits to Site ...................................................................................... 31
9.03 Project Representative ................................................................. 32
9.04 Authorized Variations in Work ....................................................... 32
9.05 Rejecting Defective Work ............................................................... 32
9.06 Shop Drawings, Change Orders, and Payments .............................. 32
9.07 Determinations for Unit Price Work ................................................ 32
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work ................................................................. 32
9.09 Limitations on Design Professional’s and Project Administrator’s Authority and Responsibilities ................................................................. 33

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS ............................................. 33

10.01 Authorized Changes in the Work .................................................... 33
10.02 Unauthorized Changes in the Work ................................................. 34
10.03 Execution of Change Orders .......................................................... 34
10.04 Notification to Surety ...................................................................... 35
10.05 Claims and Disputes ..................................................................... 35

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK ............. 36

11.01 Cost of the Work ............................................................................. 36
11.02 Allowances ..................................................................................... 39
11.03 Unit Price Work ............................................................................. 39
ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES ................. 40
  12.01 Change of Contract Price ........................................................................... 40
  12.02 Change of Contract Times ......................................................................... 41
  12.03 Delays ......................................................................................................... 41
ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK .................................................. 42
  13.01 Notice of Defects ........................................................................................ 42
  13.02 Access to Work .......................................................................................... 42
  13.03 Tests and Inspections ................................................................................ 42
  13.04 Uncovering Work ...................................................................................... 43
  13.05 Owner May Stop the Work ........................................................................ 43
  13.06 Correction or Removal of Defective Work ................................................. 43
  13.07 Correction Period ...................................................................................... 44
  13.08 Acceptance of Defective Work .................................................................. 44
  13.09 Owner May Correct Defective Work ......................................................... 45
ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION ..................... 45
  14.01 Schedule of Values .................................................................................... 45
  14.02 Progress Payments ................................................................................... 46
  14.03 Contractor’s Warranty of Title ................................................................... 50
  14.04 Substantial Completion ............................................................................. 50
  14.05 Partial Utilization ....................................................................................... 51
  14.06 Final Inspection .......................................................................................... 52
  14.07 Final Payment ............................................................................................. 52
  14.08 Final Completion Delayed ......................................................................... 53
  14.09 Waiver of Claims ....................................................................................... 53
ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION .............................. 53
  15.01 Owner May Suspend Work ....................................................................... 53
  15.02 Owner May Terminate for Cause .............................................................. 53
  15.03 Owner May Terminate For Convenience ................................................ 55
  15.04 Contractor May Stop Work or Terminate .................................................. 55
ARTICLE 16 – DISPUTE RESOLUTION ................................................................. 56
  16.01 Methods and Procedures .......................................................................... 56
ARTICLE 17 – MISCELLANEOUS ........................................................................ 56
  17.01 Giving Notice ............................................................................................. 56
  17.02 Computation of Times .............................................................................. 56
  17.03 Cumulative Remedies .............................................................................. 56
  17.04 Survival of Obligations .............................................................................. 56
  17.05 Controlling Law ........................................................................................ 56
  17.06 Headings ................................................................................................... 57
  17.07 Addresses ................................................................................................... 57
  17.08 Forms and Record ..................................................................................... 57
  17.09 Assignment ................................................................................................ 58
  17.10 Authority of the Design Professional and Project Administrator ............. 58
ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to both the singular and plural thereof.

1. Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. Agreement – The written contract between Owner and Contractor for the Work associated with the Project.

3. Application for Payment – The form acceptable to the Project Administrator that is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as required by the Contract Documents.

4. Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. Bid – The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. Bidder – The individual or entity who submits a Bid directly to Owner.


8. Bidding Requirements – The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. Change Order – A document recommended by Design Professional, approved by the Project Administrator, and signed by Contractor and Owner, that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. Claim – A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Agreement. A demand for money or services by a third party is not a Claim.

11. Deleted

12. Contract Documents – Those items so designated as Contract Documents in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor’s Submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. Contract Price – The amount payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as provided in Paragraph 5.01 of the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. Contract Times – The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; or (iii) achieve Final Completion.

15. Contractor – The individual or entity with whom Owner has entered into the Agreement.


17. Design Professional – An individual or entity named as such in the Agreement.
GENERAL CONDITIONS

18. **Drawings** – That part of the Contract Documents prepared or approved by Design Professional that graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

19. **Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. **Field Order** – A written order issued by Project Administrator which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.


23. **General Requirements** – Sections within Division 01 of the Specifications. The General Requirements pertain to all sections of the Specifications.

24. **Hazardous Environmental Condition** – The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

25. **Hazardous Waste** – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

26. **Laws and Regulations; Laws or Regulations** – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. **Liens** – Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

28. **Liquidated Damages** – amounts stated in the Agreement and elsewhere in the General Requirements of the Specifications. Liquidated damages shall apply to the Contract Times for the Project or individual milestones as may stipulated in the General Requirements. Unless otherwise provided in the Contract Documents, Liquidated Damages shall be both additive and cumulative. Liquidated Damages shall end upon Substantial Completion, Completion of the Work associated with each Milestone Date, or Final Completion of the Work, as applicable.

29. **Milestone** – An event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion.

30. **Notice of Award** – The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

31. **Notice to Proceed** – A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

32. **Owner** – The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

33. **PCBs** – Polychlorinated biphenyls.

34. **Petroleum** – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non Hazardous Waste and crude oils.
35. **Progress Schedule** – A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.

36. **Project** – The total construction of which the Work to be performed under the Contract Documents may be a whole or a part.

37. **Project Administrator** – The individual or entity so designated in the Agreement.

38. **Project Manual** – The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the tables of contents.

39. **Radioactive Material** – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

40. **Related Entity** – An officer, director, partner, employee, agent, consultant, or subcontractor.

41. **Resident Project Representative** – The authorized representative of Project Administrator who may be assigned to the Site or any part thereof.

42. **Samples** – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

43. **Schedule of Submittals** – A schedule, prepared and maintained by Contractor, of required Submittals and the time requirements to support scheduled performance of related construction activities.

44. **Schedule of Values** – A schedule that is prepared and maintained by Contractor, that complies with Paragraph 14.01 hereof, that allocates portions of the Contract Price to various portions of the Work, and that is used as the basis for reviewing Contractor’s Applications for Payment.

45. **Shop Drawings** – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

46. **Site** – Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

47. **Specifications** – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

48. **Subcontractor** – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

49. **Substantial Completion** – The time at which the Work (or a specified part thereof) has progressed to the point when, in the opinion of Project Administrator, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, to provide the following: (i) the Owner full-time, uninterrupted, continuous use of the Work; and (ii) all required functional, performance, and operational or startup testing has been successfully demonstrated for all components, devices, equipment, and systems to the satisfaction of the Project Administrator in accordance with the requirements of the Contract Documents; and (iii) completion of all required inspections and other work necessary for the Project Administrator to certify the Work has reached Substantial Completion. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
50. **Submittals** – All administrative documents, Shop Drawings, Samples, product data, manufacturer’s literature, quality control documents, design related documents, record documents, contract close-out documents, and/or any other specified document prepared or assembled by or for Contractor and submitted by Contractor to the Owner and/or Project Administrator.

51. **Successful Bidder** – The Bidder submitting a responsive Bid to whom Owner makes an award.

52. **Supplementary Conditions** – That part of the Contract Documents which amends or supplements these General Conditions.

53. **Supplier** – A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

54. **Underground Facilities** – All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

55. **Unit Price Work** – Work to be paid for on the basis of unit prices.

56. **Work** – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents, and other services provided hereunder. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

57. **Work Change Directive** – A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Project Administrator ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times.

**1.02 Terminology**

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. **Intent of Certain Terms or Adjectives**

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

C. **Day**
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
   a. does not conform to the Contract Documents, or
   b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
   c. has been damaged prior to Project Administrator’s recommendation of Final Payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraphs 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. When Contractor delivers the executed counterparts of the Agreement to the Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

1. Agreement and bonds shall not be dated when delivered to the Owner for signature. Owner will date both the bonds and Agreement with the same date when the Agreement is executed.

2. Certified copies of Power of Attorney for the bonds must be dated prior to submittal to the Owner with a date which is within the previous fifteen (15) days.

3. Certified copies of Power of Attorney and bonds must each have original corporate seal of surety. Each counterpart bond shall have its own individual certified Power of Attorney.

4. Signature of attorney-in-fact for Surety Company on bonds must be one of persons authorized to sign on certified copies of Power of Attorney.

5. If Contractor is a corporation, the Agreement and bonds must have original corporate seal of Contractor affixed, must show title of person signing on behalf of Contractor, and must be attested by Corporate Secretary or Assistant Corporate Secretary.
B. Evidence of Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor and Owner shall each deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) that Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

A. Owner will furnish to Contractor up to four printed or hard copies of the Contract Documents. Additional copies will be furnished, upon request, at the Contractor's cost of reproduction.

B. Owner may also, if requested by Contractor, furnish Contractor with one electronic copy of the Drawings and other Contract Documents. Contractor agrees it will only use the same for performing the Work and will not disseminate the same except to its subcontractors when necessary to perform the Work. Contractor shall obtain written acceptance of any subcontractor to these limitations before disseminating the same to such subcontractor. Electronic copies of the Contract Documents will be provided as a convenience to Contractor. The Owner, Project Administrator, and Design Professional assume no liability and shall be held harmless for any discrepancies between the hard copy and electronic copy of the Contract Documents.

2.03 Commencement of Contract Times; Notice to Proceed

A. Contract Times will commence to run on the date established in the Notice to Proceed. A Notice to Proceed may be given at any time within 120 days after the Effective Date of the Agreement.

2.04 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run, in accordance with the Notice to Proceed.

2.05 Before Starting Construction

A. Preliminary Schedules: Within 10 days after the Commencement of Contract Time (unless otherwise specified in the General Requirements), Contractor shall submit for timely review:

1. A preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. A preliminary Schedule of Submittals which indicates each required Submittal and the dates for submitting, and the time for reviewing and processing each Submittal (periodic Submittals may be listed by a common monthly date); and

3. A preliminary Schedule of Values for all of the work in a format acceptable to the Project Administrator and in accordance with the requirements specified in the General Requirements.

2.06 Preconstruction Conference

A. Preconstruction Conference shall be held at a Time and Place determined by the Project Administrator.

2.07 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment, Contractor, Project Administrator, and others as appropriate will hold a conference to review the schedules submitted in accordance with Paragraph 2.05.A for acceptability by Project Administrator. Contractor shall have an
additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Project Administrator.

1. The Progress Schedule will be acceptable to Project Administrator if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not modify the Contract Times or impose on Project Administrator responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor’s full responsibility therefor. The Progress Schedule may subsequently be adjusted in accordance with Paragraph 6.04 and applicable provisions of the General Requirements.

2. Contractor’s Schedule of Submittals will be acceptable to Project Administrator if it provides a workable arrangement for reviewing and processing the required Submittals. The Schedule of Submittals may subsequently be adjusted in accordance with Paragraph 6.04 and applicable provisions of the General Requirements.

3. Contractor’s Schedule of Values will be acceptable to the Project Administrator as to form and substance if it is provided in accordance with the requirements specified in the General Requirements.

B. Before any work at the site is commenced which is governed by the Construction Industry Licensing Board of Georgia (O.C.G.A. Section 43-14-1 et seq), or its rules or regulations, Contractor shall review those rules and regulations, and qualifications for licensure, and if requested shall deliver proof of compliance to the Owner and Project Administrator.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The individual components of the Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

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

D. Where the word “similar” occurs on the Plans, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

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

F. Wherever in the Contract Documents the terms “as ordered”, “as directed”, “as required”, “as allowed”, “as approved” or terms of like effect or import are used, or the adjectives “reasonable”, “suitable”, “acceptable”, “proper” or “satisfactory” or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Project Administrator as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract
Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to the Project Administrator any duty or authority to supervise or direct the furnishing or performance of Work or any duty or authority to undertake responsibility contrary to the provisions of Article 9 or any other provision of the Contract Documents.

G. “Imperative” or “Command” type language is used in the Contract Documents. This command language refers to and is directed to the Contractor.

H. All products (material or equipment) identified in the Contract Documents and all products incidental to the identified products, shall be new and unused and provided by Contractor unless specified otherwise.

I. Emphasis, such as italics or quotes, has been used throughout the Contract Documents. Use of emphasis shall not change the meaning of the term emphasized.

3.02 Reference Standards

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

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the Effective Date of the Agreement, except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall change the duties or responsibilities of Owner, Contractor, or Project Administrator, or any of their subcontractors, consultants, agents, or employees from those duties or responsibilities set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Project Administrator, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor’s Review of Contract Documents Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Project Administrator any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Project Administrator before proceeding with any Work affected thereby.

2. Contractor’s Review of Contract Documents During Performance of Work: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Project Administrator in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

B. Resolving Discrepancies

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

2. In resolving such discrepancies within the Contract Documents, precedence shall be given in the following descending order:
   1. Change Orders,
   2. Work Change Directives,
   3. Field Orders,
   4. Written interpretations and clarifications, issued by the Project Administrator,
   5. Notice to Proceed
   6. Addenda
   7. Agreement
   8. General Conditions
   9. Specifications
   10. Drawings (Figure dimensions on Drawings shall take precedence over scale dimensions and detailed drawings shall take precedence over general drawings.)
   11. Bidding Requirements

3.04 Amending and Supplementing Contract Documents

   A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

   B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

      1. A Field Order;
      2. Project Administrator’s or Design Professional’s approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
      3. Design Professional’s written interpretation or clarification approved by the Project Administrator.

Nothing in this Paragraph 3.04.B will result in an increase in the Contract Price or extension in the Contract Times.

3.05 Reuse of Documents

   A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing any of the Work under a direct or indirect contract with Contractor shall not:

      1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Design Professional or Design Professional’s consultants, including electronic media editions; or

      2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and specific written verification or adaptation by Design Professional.

   B. The prohibition in this Paragraph 3.05 will survive Final Payment or termination of the Agreement. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.
3.06 Electronic Data

A. Copies of data furnished by Owner or Design Professional to Contractor or Contractor to Owner or Design Professional that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data’s creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data’s creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner’s furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner’s interest therein.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

D. Owner has begun to obtain all lands, rights-of-way and easements as indicated in the Contract Documents. However, delays obtaining such lands may occur. If Owner is unable to obtain lands as indicated in the Contract Documents, Owner will notify the Contractor of those lands which are not yet acquired and those areas where lands are available. Contractor shall begin the Work upon such land and rights-of-way as Owner has acquired in accordance with the Notice to Proceed.

4.02 Subsurface and Physical Conditions

A. Reports and Drawings:

1. It shall be the Contractor's responsibility to review the reports and drawings identified herein and in the Agreement, including but not limited to those identified in Paragraph 8.01.D of the Agreement, and to become familiar with the existing subsurface and physical conditions at the Site.
2. Technical Data for this Agreement is limited to those items so defined in the Supplementary Conditions.

B. **Limited Reliance by Contractor on Technical Data Authorized:** Contractor may rely upon the general accuracy of the Technical Data identified in the Supplementary Conditions, but such Technical Data are not Contract Documents. Except for such reliance on such Technical Data, Contractor may not rely upon or make any claim against Owner, Project Administrator, or Design Professional, or any of their Related Entities with respect to:

   1. the completeness of reports and drawings identified in Paragraph 4.02.A.1 hereof for any purpose, including but not limited to any aspects of the means, methods, techniques, sequences, or procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

   2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

   3. any interpretation of or conclusion drawn by Contractor from any Technical Data or any such other data, interpretations, opinions, or information.

### 4.03 Differing Subsurface or Physical Conditions

A. **Notice:** If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

   1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

   2. is of such a nature as to require a change in the Contract Documents; or

   3. differs materially from that shown or indicated in the Contract Documents; or

   4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

   then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Project Administrator and Design Professional in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so. Such notice is in addition to any notice required by Paragraph 10.05.

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

C. **Possible Price and Times Adjustments**

   1. The Contract Price or the Contract Times, or both, may be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

      a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

      b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

(ACCGov Standard GC’s version 01/08/2023)
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew or should have known of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A or required by Paragraph 10.05.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Project Administrator, and any of their Related Entities, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

   A. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Design Professional or Project Administrator by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in these General Conditions:

      1. Owner, Design Professional, and Project Administrator shall not be responsible for the accuracy or completeness of any such information or data; and

      2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

         a. reviewing and checking all such information and data,

         b. locating all Underground Facilities shown or indicated in the Contract Documents,

         c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

         d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

   B. Not Shown or Indicated

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

C. The dimensions and descriptions given on the Drawings for adjacent work by others, if any, (including any existing facilities or utilities previously constructed for Owner) are based on the design drawings and not as-built drawings. Prior to commencing the Work, the Contractor shall verify all as-built conditions and information whenever existing facilities or utilities may impact the Work. Failure of Contractor to so verify all as-built conditions prior to commencing the Work shall bar Contractor from later seeking an increase in Contract Price or extension of Contract Times for conflicts with existing facilities or utilities.

D. Prior to the construction or installation of any proposed facility or pipeline, the Contractor shall expose all existing utilities true to their vertical and horizontal location, within the vicinity of the Work. In order to avoid conflicts between existing and proposed facilities or utilities, the Contractor shall either relocate the existing or proposed utility on a temporary or permanent basis, or shall take whatever means necessary to protect the existing facilities or utilities during the installation of proposed utilities, as approved by the Project Administrator. No separate payment will be made for the relocation of existing utilities or for any work associated with the protection of existing facilities or utilities.

4.05 Reference Points

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

B. Project Administrator may check the lines, elevations, reference marks, batter boards, etc., set by Contractor, and Contractor shall correct any errors disclosed by such check. Such a check shall not be considered as approval of Contractor’s work and shall not relieve Contractor of the responsibility for accurate construction of the entire Work. Contractor shall furnish personnel to assist Project Administrator and Design Professional in checking lines and grades.

C. The Contractor shall review the Contract Documents and determine the presence and location of any property or rights-of-way monuments or markers, and assess the possibility of disruption to these monuments or markers. It will be the Contractor's responsibility to flag, erect guard post, or provide offset references for the protection or the re-monumentation of these property or rights-of-way monuments or markers. In the event these monuments or markers are covered over or disrupted, it will be the Contractor’s responsibility to re-establish those monuments or markers of property or rights-of-way, which were present prior to Work on the project.

D. It shall be the Contractor’s responsibility to verify all reference points shown on the Contract Documents prior to beginning Work on the site. This verification shall be conducted by professionally qualified personnel in a manner which will verify the accuracy of the information shown in the Contract Documents. On projects which involve the connection to, or additions to existing structures, the elevations

(ACCGov Standard GC’s version 01/08/2023)
of these existing structures shall also be verified. Any findings which differ from those shown on the Contract Documents shall be submitted in writing to the Project Administrator for resolution.

E. Additional surveys necessary for the construction staking shall be performed by the Contractor, the cost of which shall be incorporated into the appropriate items of Work. On projects in which payment is classified by depth of cut, the construction staking shall be performed in a manner that will allow for the determination of cut classification. During construction of the Project, the Contractor shall keep a daily log and record of the location of all underground pipes, all structures, and any deviation from the Drawings. The Contractor shall keep and furnish this daily log and record in a manner which will allow the Project Administrator to incorporate these items into the Contract Documents.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Paragraph 4.02.A and the Supplementary Conditions for the identification of any reports and drawings relating to any Hazardous Environmental Condition identified at the Site.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the Technical Data, but such Technical Data are not Contract Documents. Such Technical Data is defined in the Supplementary Conditions. Except for such reliance on such Technical Data, Contractor may not rely upon or make any claim against Owner, Project Administrator, or Design Professional, or any of their Related Entities with respect to:

1. the completeness of such Technical Data for Contractor’s purposes, including but not limited to any aspects of the means, methods, techniques, sequences, or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such Technical Data reports or shown or indicated in such Technical Data drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Except for any Hazardous Environmental Conditions of which Contractor was aware or should have been aware on the Effective Date of this Agreement, Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Project Administrator (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Project Administrator and Design Professional concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then Owner or, solely as provided in Paragraph 10.05, Contractor may make a Claim therefor.

(ACCGov Standard GC’s version 01/08/2023)
F. If after receipt of such written notice Contractor does not agree to resume such Work, based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may issue a Work Change Directive or Change Order as appropriate. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then Owner or, solely as provided in Paragraph 10.05, Contractor may make a Claim therefor. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Project Administrator, and Design Professional, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

H. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor’s obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when Final Payment is made by the Owner or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by a single Surety that is named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent’s authority to act.

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

5.02 Licensed Sureties and Insurers

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

1. All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the surety or insurance company having its place of business
in the State of Georgia and in all ways complying with the insurance laws of the State of Georgia. Surety shall be in good standing with Georgia’s Insurance Commissioner’s Office.

2. Surety and Insurers must have an A.M. Best Financial Strength Rating of A or higher, with a Financial Size Category of VII or higher.

3. The surety shall have an underwriting limitation in Circular 570 in excess of the Contract Price.

5.03 Certificates of Insurance

A. Contractor shall deliver to Owner, with copies to each additional insured identified in Section 000828 of the Project Manual, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) that Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in Section 000828 of the Project Manual, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) that Owner is required to purchase and maintain, if any.

5.04 Contractor’s Liability Insurance

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor’s performance of the Work and Contractor’s other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers’ compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor’s employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6, inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner, Project Administrator, and Design Professional, and any other individuals or entities identified in Section 000828 of the Project Manual, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in Section 000828 of the Project Manual or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor’s indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days’ prior written notice has been given to Owner and Contractor and to each other additional insured identified in Section 000828 of the Project Manual to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until Final Payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after Final Payment.

   a. Contractor shall furnish Owner and each other additional insured identified in Section 000828 of the Project Manual, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at Final Payment and one year thereafter.

   C. The limits of liability for the insurance required by paragraph 5.04.B.2 of the General Conditions shall provide coverage specified in Section 000828 of the Project Manual or greater where required by Laws and Regulations.

5.05 Owner’s Liability Insurance

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

5.06 Property Insurance

A. Contractor shall purchase and maintain property insurance as required in Section 000828 of the Project Manual.

5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 by Contractor will protect Owner, Contractor, Subcontractors, Project Administrator, and Design Professional, and all other individuals or entities identified herein as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Contractor as trustee or otherwise payable under any policy so issued. Nothing herein or in the Contract Documents confers or will be construed to confer any rights in any third party against Owner or its Related Entities arising from Contractor’s failure to procure any insurance required hereunder.

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5.08  Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach.

B. Owner shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner’s exercise of this power. If such objection be made, Owner shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner shall adjust and settle the loss with the insurers.

5.09  Acceptance of Bonds and Insurance; Option to Replace

A. If Owner has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by Contractor in accordance with this Article 5 on the basis of its not complying with the Contract Documents, Owner will notify Contractor. Contractor will provide such additional information in respect of insurance provided by Contractor as Owner may reasonably request.

5.10  Partial Utilization, Acknowledgment of Property Insurer

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

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01  Supervision and Superintendence

A. Contractor shall supervise, provide quality control, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Design Professional in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent Superintendent thereto who shall not be replaced, except under extraordinary circumstances, without written notice to Owner and Project Administrator. Contractor shall also designate, in writing, a representative, hereinafter referred to as Project Manager, assigned to the Project on a full-time basis during execution of the Work who shall have authority to act on behalf of Contractor, including executing the orders or directions of the Project Administrator or Design Professional without delay. This Superintendent and Project Manager shall have full authority to promptly supply products, tools, plant equipment, and labor as may be required to diligently prosecute the Work. All communications given to or received from the Superintendent or the Project Manager shall be binding on Contractor.

C. If at any time during the Project the Superintendent or Project Manager leaves the Project site while Work is in progress, Project Administrator shall be notified and provided with the name of Contractor’s representative having responsible charge.
D. Contractor shall also designate the person responsible for Contractor’s quality control while Work is in progress. Project Administrator shall be notified in writing prior to any change in quality control representative assignment.

E. Prior to the execution of the Agreement, Contractor shall furnish to the Project Administrator the names, resumes, 24-hour contact information and other relevant information associated with the Project Manager and the Superintendent that are to be assigned to this Project. The Project Manager and Superintendent must be acceptable to the Owner and Project Administrator.

6.02 Labor; Working Hours

A. Contractor shall provide competent, skilled, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site. Contractor shall, upon demand from the Project Administrator, immediately remove any manager, superintendent, foreman or workman whom the Project Administrator or Owner may consider incompetent or undesirable.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Project Administrator.

C. Regular working hours are defined as 8 hours per day, Monday through Friday, excluding holidays, occurring between the hours of 7:00 AM and 7:00 PM, or as specified elsewhere. Requests to work other than regular working hours shall be submitted to Project Administrator not less than 48 hours prior to any proposed weekend work or scheduled extended work weeks. Occasional unscheduled overtime on weekdays may be permitted provided reasonable notice is given to Project Administrator. The performance of all Work shall comply with Athens-Clarke County ordinances, including but not limited to, the Noise Control Ordinance, ACC Code Section 3-5-24.

D. Contractor shall pay all extra costs incurred by the Owner associated with work, outside of normal working hours, including additional support services, inspection services, testing services, utilities or other applicable costs. The cost associated with the Owner’s inspection overtime will be in the range of $75.00 to $120.00 per hour per individual, depending upon individuals assigned to the Project, the type of work being inspected, and the date of the invoice; i.e., allowing for salary escalation. Contractor will not be responsible for extra costs associated with inspection overtime for work in excess of 40 hours per week when such overtime work is explicitly required by the Contract Documents.

E. Except in the case of emergencies or other unusual circumstances, no work shall be permitted on the project on Sunday.

F. Project Administrator will determine to what extent extraordinary onsite personnel work is required during Contractor’s overtime work or working hours outside regular scheduled work hours.

6.03 Services, Materials, and Equipment

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

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All products provided on this Project shall be products currently manufactured by the manufacturer, i.e., products shall not be discontinued or out-of-date products nor shall they be of the last production run of the product.
Contractor shall incorporate the previous sentence in any contract or agreement between Contractor and subcontractor or supplier supplying products provided on this Project. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Project Administrator, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

D. Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the Owner. Such assignment shall be effective upon completion of Contractor’s warranty period. If requested, the Contractor shall execute formal assignments of said manufacturer’s warranties to the Owner. All such warranties shall be directly enforceable by the Owner. Such assignment shall in no way affect the Contractor’s responsibilities and duties during the warranty period.

6.04 Progress Schedule

A. Contractor shall provide all resources, labor, materials, equipment, services, etc. necessary to adhere to the Progress Schedule established in accordance with Paragraph 2.07 and the General Requirements as updated and adjusted from time to time as provided below.

1. Contractor shall submit to Project Administrator for acceptance (to the extent indicated in Paragraph 2.07 and the General Requirements) an updated Progress Schedule and an updated Schedule of Submittals with each partial payment request, but no less than monthly. Contractor’s failure to provide acceptable updated Progress Schedule and Schedule of Submittals will delay processing of the pay request until receipt of the acceptable updated Progress Schedule and/or an updated Schedule of Submittals. Such updates and adjustments shall comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

3. If the Progress Schedule reflects a completion date prior to the completion date established by the Agreement, this shall afford no basis to claim for delay should Contractor not complete the Work prior to the projected completion date. Instead, all “float” between the completion date in Contractor’s schedule and the completion date established in the Agreement shall belong to and is exclusively available to the Owner. Should a change order be executed with a revised completion date, the Progress Schedule shall be revised to reflect the new completion date.

4. Number of anticipated abnormal weather conditions, as defined in the General Requirements, shall be included on the critical path of Project Schedule.

6.05 Substitutes and “Or Equals”

See General Requirements of the Specifications for Substitution Procedures.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier or other person or organization, (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, that Owner may have reasonable objection. Acceptance of any Subcontractor, other person or organization by Owner shall not constitute a waiver of any right of Owner to reject defective Work. Contractor shall not be required to employ any Subcontractor, other person or organization against whom Contractor has reasonable objection. If more than twenty-five percent of the work (as measured by dollar value and not including specialty work that is customarily subcontracted) is to be performed by one or more
subcontractors then Contractor is obligated to notify Owner in writing of this intent with the submission of the Bid and to provide such supplemental information within five days of the bid as outlined under the Bidding Requirements.

B. If the General Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the General Conditions, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Project Administrator to reject defective Work. Upon request by Owner, Contractor shall provide the identity of each Subcontractor and Supplier within fifteen days after receipt of such request, and when the Contract Price is based on Cost of the Work, Owner may request, and Contractor shall provide, the value of any contract with each Subcontractor and Supplier.

C. Contractor shall be fully responsible to Owner, Project Administrator and Design Professional for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner, Project Administrator, or Design Professional and any such Subcontractor, Supplier or other individual or entity, nor

2. shall create any obligation on the part of Owner, Project Administrator, and/or Design Professional to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Owner, Project Administrator or Design Professional through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Design Professional.

H. Owner, Project Administrator, or Design Professional may furnish to any Subcontractor, Supplier or other person or organization, to the extent practicable, information about amounts paid on their behalf to Contractor in accordance with Contractor’s Applications for Payment.

I. Specialty Subcontractors: Contractor shall utilize the services of Specialty Subcontractors on those parts of the Work which is declared specialty work in Specifications and which, under normal contracting practices, is best performed by Specialty Subcontractors, as required by the Project Administrator in Project Administrator’s sole discretion, at no additional cost to the Owner. If Contractor desires to perform specialty work, Contractor shall submit a request to the Owner, accompanied by evidence that Contractor’s own
organization has successfully performed the type of work in question, is presently competent to perform
the type of work, and the performance of the work by Specialty Subcontractors will result in materially
increased costs or inordinate delays.

6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the
performance of the Work or the incorporation in the Work of any invention, design, process, product, or
device which is the subject of patent rights or copyrights held by others. If a particular invention, design,
process, product, or device is specified in the Contract Documents for use in the performance of the Work
and if to the actual knowledge of Owner or Design Professional its use is subject to patent rights or
copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall
be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold
harmless Owner, Project Administrator, and Design Professional, and the officers, directors, partners,
employees, agents, consultants and subcontractors of each and any of them from and against all claims,
costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,
attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out
of or relating to any infringement of patent rights or copyrights incident to the use in the performance of
the Work or resulting from the incorporation in the Work of any invention, design, process, product, or
device not specified in the Contract Documents.

6.08 Permits and Utility Connections

A. Unless otherwise provided in the Contract Documents or these General Conditions, Contractor shall
obtain and pay for all construction permits, utility relocations, and licenses. Owner shall assist Contractor,
when necessary, in obtaining such permits, utility relocations, and licenses. Contractor shall pay all
governmental charges and inspection fees necessary for the prosecution of the Work which are applicable
at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall
pay all connection fees of utility owners for providing new permanent services, not service relocations, to
the Work.

6.09 Laws and Regulations

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

B. If Contractor performs any Work that Contractor knows or should know is contrary to Laws or
Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all
fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or
other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor’s
primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws
and Regulations, but this shall not relieve Contractor of Contractor’s obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective
Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the
Work may be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor
are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, then Owner
or, solely as provided in Paragraph 10.05, Contractor may assert a Claim therefor.

D. Contractor shall perform those duties as they relate to O.C.G.A. Section 36-91-92, including filing
the Notice of Commencement. Contractor shall provide Owner and Project Administrator with proof of
having performed these duties before any progress payments or Final Payment shall be considered due and payable to the Contractor. The Contractor shall respond to all requests for copies of a Notice of Commencement. Should the Owner or Project Administrator receive such a request, this request will be forwarded to the Contractor for further handling. The name and address of the Owner shall be as stated in the Agreement. The name and general description of the Project shall be as stated in the Invitation to Bid.

E. Where professional engineering and/or architectural services are required in connection with any of the components required by the Agreement, all Bidders and component suppliers must make certain that there is full compliance with all applicable laws of the State of Georgia and any other state governing professional engineering and/or architecture. The Owner, Project Administrator, and Design Professional do not warrant that any entity listed as an acceptable manufacturer is or will be in compliance with such laws.

F. Any fines levied against the Owner for failure of by Contractor to properly maintain required NPDES erosion and sediment control measures or any other related requirements will be doubled in their amounts and deducted as set-offs from payments due Contractor.

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Project Administrator, and Design Professional, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Project Administrator, or Design Professional, or any other party indemnified hereunder when caused by or based in part upon Contractor's negligence. Nothing in the section will require indemnity prohibited by O.C.G.A. § 13-8-2. The Contractor shall not be required to indemnify the Owner, Project Administrator, and Design Professional for claims, costs, losses, and damages caused by or resulting from the sole negligence of the indemnitee, or its officers, agents, or employees.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from
the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore
to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in
any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent
property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site Record Documents as specified in the General
Requirements. Upon completion of the Work, these record documents, Samples, and Shop Drawings shall
be delivered to Project Administrator for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety
precautions and programs in connection with the Work. Contractor shall take all necessary precautions for
the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage
on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks,
pavements, roadways, structures, utilities, and Underground Facilities not designated for removal,
relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons
or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and
maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent
property and of Underground Facilities and other utility owners when prosecution of the Work may affect
them, and shall cooperate with them in the protection, removal, relocation, and replacement of their
property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused,
directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual
or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose
acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the
fault of Drawings or Specifications or to the acts or omissions of Owner or Design Professional or anyone
employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly
or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or
other individual or entity directly or indirectly employed by any of them).

D. Contractor’s duties and responsibilities for safety and for protection of the Work shall continue
until such time as all the Work is completed and Project Administrator has issued a notice to Owner and
Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly
provided in connection with Substantial Completion).

E. The property, improvements or facilities at the site shall be replaced or restored to a condition as
good as when Contractor entered upon the Site. In case of failure on the part of Contractor to restore such
property, or make good such damages or injury, the Owner may, after 48 hours written notice, or sooner in
the case of an emergency, proceed to repair, rebuild, or otherwise restore such property, improvements or
facilities as may be deemed necessary. The cost thereof will be deducted from any monies due or which
may become due Contractor under this Agreement.
6.14 Safety Representative

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

6.15 Hazard Communication Programs

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

6.16 Emergencies

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

6.17 Shop Drawings, Samples, and other Submittals

A. Contractor shall submit Submittals Design Professional for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07), with a copy to the Project Administrator each Submittal will be identified as required by the Design Professional.

1. Shop Drawings
   a. Submit number of copies specified in the Specifications.
   b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Design Professional the services, materials, and equipment Contractor proposes to provide and to enable Design Professional to review the information.

2. Samples:
   a. Submit number of Samples specified in the Specifications.
   b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as may assist the Design Professional to review the Submittal.

B. Where any Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Design Professional's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
   a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
   b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;
c. all information relative to Contractor’s responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each Submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor’s obligations under the Contract Documents with respect to Contractor’s review and approval of that Submittal.

3. With each Submittal, Contractor shall give Design Professional specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing’s or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Design Professional for review and approval of each such variation, with copy to Project Administrator.

D. Design Professional’s Review

1. Design Professional will promptly review Shop Drawings and Samples in accordance with the Schedule of Submittals. Design Professional’s review and approval shall confirm that items covered by the Submittals conform to the Contract Documents and are compatible with the Project’s design concept.

2. Design Professional’s review and approval of Submittals will not extend to Contractor’s means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Design Professional’s review and approval shall not relieve Contractor from responsibility for any variation of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Design Professional approved the variation by specific written notation on the Shop Drawing or Sample. Design Professional’s review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

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

F. Excessive Submittal Resubmission: Design Professional will record time required for excessive Submittal review occasioned by Contractor’s resubmission, in excess of ONE (1) resubmission of any required Submittal, caused by unverified, unchecked or unreviewed, incomplete, inaccurate or erroneous, or nonconforming Submittals. Upon receipt of Design Professional’s accounting of time and costs, Contractor will reimburse Owner for the charges of Design Professional’s review for excessive resubmissions through set-offs from the recommended Owner payments to Contractor as established in Paragraph 14.02.D.1.c. of these General Conditions.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Design Professional’s charges for such time as may be required to perform all reviews of the substitute item, unless the change is specifically requested by the Owner.

6.18 Continuing the Work

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

6.19 Contractor’s General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Owner, Design Professional, and Project Administrator and their Related Entities shall be entitled to rely on representation of Contractor’s warranty and guarantee.

B. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

   1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

   2. normal wear and tear under normal usage.

C. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents:

   1. observations by Project Administrator and/or Design Professional;

   2. recommendation by Project Administrator and/or Design Professional or payment by Owner of any progress or Final Payment;

   3. the issuance of a certificate of Substantial Completion by Project Administrator or any payment related thereto by Owner;

   4. use or occupancy of the Work or any part thereof by Owner;

   5. any review and approval of a Submittal or the issuance of a notice of acceptability by Project Administrator and/or Design Professional;

   6. any inspection, test, or approval by others; or

   7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Project Administrator, and Design Professional, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable. If through the negligent act or omission on the part of Contractor, any other contractor or any subcontractor shall suffer loss or damage on the Work, Contractor shall settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against Owner, Project Administrator, and/or Design Professional on account of any damage alleged to have been sustained, Owner shall notify Contractor, who shall indemnify and save harmless Owner, Project Administrator, and/or Design Professional against any such claims. Nothing in the section will require indemnity prohibited by O.C.G.A. § 13-8-2. The Contractor shall not be required to indemnify the Owner, Project Administrator, or

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Design Professional for claims, costs, losses, and damages caused by or resulting from the sole negligence of the indemnitee, or its, his, or her officers, agents, or employees.

B. In any and all claims against Owner, Project Administrator, or Design Professional or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

C. Contractor, Subcontractors, Suppliers and others on the Project, or their sureties, shall maintain no direct action against the Project Administrator and/or Design Professional, their officers, employees, affiliated corporations, consultants, and Subcontractors, for any claim arising out of, in connection with, or resulting from the engineering or other services performed. Only the Owner will be the beneficiary of any undertaking by the Project Administrator and Design Professional.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Design Professional will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other Submittals prepared by such professional. Shop Drawings and other Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional’s written approval when submitted to Project Administrator.

C. Owner and Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Design Professional have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Design Professional shall review design calculations and design drawings for conformity with performance and design criteria given and the design concept expressed in the Contract Documents.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 Related Work at Site

A. Owner may perform other work related to the Project at the Site with Owner’s employees or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that may be allowed as a result of such other work, then Owner or, solely as provided in Paragraph 10.05, Contractor may assert a Claim therefor.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner’s employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Project Administrator and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

7.02 Coordination

A. If Owner contracts with others for the performance of other work on the Site, Contractor shall attend and participate in coordination meetings with the other on-site contractors.

B. Unless otherwise provided in these General Conditions, Owner shall have sole authority and responsibility for such coordination with other contractors.

7.03 Legal Relationships

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is directly liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor’s actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor’s action or inactions.

7.04 Claims Between Contractors

A. Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor’s performance of the Work at the site be made by any separate contractor against Contractor, Owner, Project Administrator, and/or Design Professional or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by mediation, arbitration, or at law.

B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner, Project Administrator, and Design Professional and the officers, directors, employees, agents, and other consultants of each and any of them harmless from and against all claims, costs, losses and damages, (including, but not limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising directly, indirectly or consequentially out of or resulting from any action, legal or equitable, brought by any separate contractor against Owner, Project Administrator, and Design Professional or the officers, directors, employees, agents, or other
consultants of each and any of them when based in whole or in part on a claim arising out of Contractor’s negligent performance of the Work. Nothing in the section will require indemnity prohibited by O.C.G.A. § 13-8-2. The Contractor shall not be required to indemnify the Owner, Project Administrator, or Design Professional for claims, costs, losses, and damages caused by or resulting from the sole negligence of the indemnitee, or its, his, or her officers, agents, or employees.

Should a separate contractor cause damage to the Work or property of Contractor or should the performance of work by any separate contractor at the Site give rise to any other claim, Contractor shall seek remedy directly from such separate contractor and shall not seek remedy or institute any action, legal or equitable, against Owner, Project Administrator, or Design Professional or the officers, directors, employees, agents, or other consultants of each and any of them or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any mediator or arbitrator which seeks to impose liability on or to recover damages from Owner, Project Administrator, or Design Professional or the officers, directors, employees, agents, or other consultants of each and any of them on account of any such damage or claim.

C. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor’s exclusive remedy with respect to Owner, Project Administrator, and/or Design Professional and the officers, directors, employees, agents, or other consultants of each and any of them for any delay, disruption, interference or hindrance caused by any separate contractor.

ARTICLE 8 – OWNER’S RESPONSIBILITIES

8.01 Communications to Contractor

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

8.02 Replacement of Project Administrator or Design Professional

A. In case of termination of the employment of Project Administrator and/or Design Professional, Owner shall appoint a Project Administrator and/or Design Professional whose status under the Contract Documents shall be that of the former Project Administrator and/or Design Professional.

8.03 Furnish Data

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

8.04 Pay When Due

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

8.05 Lands and Easements; Reports and Tests

A. Owner’s duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Design Professional in preparing the Contract Documents.

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8.06 Insurance

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

8.07 Change Orders

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

8.08 Inspections, Tests, and Approvals

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

8.09 Limitations on Owner’s Responsibilities

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

8.10 Undisclosed Hazardous Environmental Condition

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

8.11 Evidence of Financial Arrangements

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract Documents, Owner’s responsibility in respect thereof will be as set forth in these General Conditions.

ARTICLE 9 – OWNER’S REPRESENTATIVES DURING CONSTRUCTION

9.01 Owner’s Representatives

A. The Design Professional and the Project Administrator are the Owner’s Representatives during construction. The duties and responsibilities of Design Professional and Project Administrator as Owner’s Representatives are set forth in the Contract Documents and will not be changed without the written consent of Owner.

9.02 Visits to Site

A. Owner’s Representatives, Project Administrator, and Design Professional will visit the Site in order to observe the progress of the Work. Based on information obtained during such observations, Design Professional will determine if the Work is proceeding in accordance with the Schedule and Contract Documents. Design Professional will inspect the Site as required by the agreement between Design Professional and Owner. Design Professional will confirm for the Owner’s benefit that the completed Work conforms to the Contract Documents. Design Professional and Project Administrator will keep Owner informed of the progress of the Work.

B. The Owner’s Representatives will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

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9.03 Project Representative

A. The Owner may also assign a Resident Project Representative to assist Design Professional in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Contract Documents, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09.

9.04 Authorized Variations in Work

A. Project Administrator may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, then Owner or, solely as provided in Paragraph 10.05, Contractor may assert a Claim therefor.

9.05 Rejecting Defective Work

A. Owner’s Representatives have the authority to reject defective work that in the opinion of such Owner’s Representative will not produce a completed Project that conforms to the Contract Documents and the design concept of the completed Project as indicated by the Contract Documents. Owner’s Representatives may require special inspection or testing of the Work as provided in Paragraph 13.04, whether the Work is fabricated, installed, or completed.

9.06 Shop Drawings, Change Orders, and Payments

A. In connection with Design Professional’s authority and limitations thereof as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Design Professional’s authority, and limitations thereof as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Project Administrator’s authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Project Administrator’s authority as to Applications for Payment, see Article 14.

9.07 Determinations for Unit Price Work

A. Project Administrator will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by Contractor, and the written decisions of Project Administrator on such matters will be final, binding on Contractor and not subject to appeal (except as modified by Project Administrator to reflect changed factual conditions).

9.08 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Project Administrator will be the initial interpreter of the requirements of the Contract Documents and determine the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date Final Payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Project Administrator in writing in accordance with the Contract Documents.

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B. Project Administrator will, with reasonable promptness, render a written decision, and furnish information and/or clarification as to the requirements of the Contract Documents. If Contractor believes that any such decision, information, or clarification entitles it to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05.

C. Project Administrator’s written response on the issue referred will be final and binding on Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter of the Contract Documents under this Paragraph 9.08, Project Administrator will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation rendered in good faith in such capacity.

9.09 Limitations on Design Professional’s and Project Administrator’s Authority and Responsibilities

A. Neither Design Professional’s nor Project Administrator’s authority or responsibility under this Article 9 nor under any other provision of the Contract Documents, nor any decision, interpretation, or clarification made by Design Professional or Project Administrator in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Design Professional or Project Administrator, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Design Professional or Project Administrator to Contractor, any Subcontractor, any Supplier, any other individual or entity in privity with Contractor, or to any surety for or employee or agent of any of them.

B. Neither Design Professional nor Project Administrator will supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Neither Design Professional nor Project Administrator will be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

C. Neither Design Professional nor Project Administrator will be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Project Administrator’s or Design Professional’s review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
1. Owner may, in anticipation of possibly ordering an addition, deletion or revision to the Work, request Contractor to prepare a proposal of cost and times to perform Owner’s contemplated changes in the Work. Contractor’s written proposal shall be transmitted to the Project Administrator promptly, but not later than fourteen days after Contractor’s receipt of Owner’s written request and shall remain a firm offer for a period not less than sixty days after receipt by Project Administrator.

2. Contractor is not authorized to proceed on an Owner contemplated change in the Work prior to Contractor’s receipt of a Change Order (or Work Change Directive) incorporating such change into the Work.

3. Owner’s request for proposal or Contractor’s failure to submit such proposal within the required time period will not justify a claim for an adjustment in Contract Price or Contract Times.

4. The Owner shall not be liable to the Contractor for any costs associated with the preparation of proposal associated with Owner’s contemplated changes in the Work.

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

10.02 Unauthorized Changes in the Work

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

10.03 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders recommended by Project Administrator or Design Professional covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner’s correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision, interpretation, or clarification rendered by Project Administrator pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

B. In signing a Change Order, the Owner and Contractor acknowledge and agree that:

1. the stipulated compensation (Contract Price or Contract Times, or both) set forth in the Change Order includes payment for (i) the Cost of the Work covered by the Change Order, (ii) Contractor’s fee for overhead and profit, (iii) interruption of Progress Schedules, (iv) delay and impact, including cumulative impact, on other work under the Contract Documents, and (v) extended home office and jobsite overhead;

2. the Change Order constitutes full mutual accord and satisfaction for the change to the Work;
3. no reservation of rights to pursue subsequent claims on the Change Order will be made by Contractor; and
4. no subsequent claim or amendment of the Contract Documents will arise out of or as a result of the Change Order.

10.04 Notification to Surety

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

10.05 Claims and Disputes

A. Submittal of Claims to Project Administrator: All Claims asserted by the Contractor under or related to the Agreement, except those waived pursuant to Paragraph 14.09, shall be referred to the Project Administrator for decision. A decision by Project Administrator shall be required as a condition precedent to any exercise by Contractor of any rights or remedies it may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims. Nothing in this Paragraph 10.05.A shall be deemed to require the Owner to refer to the Project Administrator for decision any Claims it may assert against the Contractor under or related to the Agreement, including any claims for Liquidated Damages the Owner may assert pursuant to Paragraph 4.03 of the Agreement.

B. Notice and Claim Submittal: Written notice stating the general nature of each Claim shall be delivered by the Contractor to Project Administrator and the Owner promptly (but in no event later than 10 days) after the start of the event giving rise thereto. The responsibility to substantiate its Claims shall rest with the Contractor. A Claim Submittal including the amount or extent of the Claim, with supporting data shall be delivered to the Project Administrator and the Owner within 20 days (and monthly thereafter for continuing events) after the start of such event (unless Project Administrator allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by Contractor’s written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. Nothing in this this Paragraph 10.05.B shall be deemed to require the Owner to provide written notice of any Claims it may assert against the Contractor under or related to the Agreement, including any claims for Liquidated Damages the Owner may assert pursuant to Paragraph 4.03 of the Agreement.

C. Action of Project Administrator: Project Administrator will review each Claim asserted by the Contractor and, within 30 days after receipt of the Contractor’s Submittal, including supporting data, if any, take one of the following actions in writing:
   1. deny the Contractor’s Claim in whole or in part,
   2. approve the Contractor’s Claim, or
   3. notify the Contractor that the Project Administrator is unable to resolve the Claim due to the nature or circumstances of the Claim. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

Nothing in this this Paragraph 10.05.C shall be deemed to require the Project Administrator’s review or action on any Claims that Owner may assert against the Contractor under or related to the Agreement, including any claims for Liquidated Damages the Owner may assert pursuant to Paragraph 4.03 of the Agreement.
D. In the event that Project Administrator does not take action on a Claim asserted by the Contractor within said 30 days, the Claim shall be deemed denied.

E. Project Administrator’s written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Contractor, unless Contractor invokes the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05, including within the required time limits.

G. Contractor, Subcontractors, Suppliers and others on the Project, or their surety, shall maintain no direct action against the Project Administrator or Design Professional or their officers, employees, affiliated corporations, and Subcontractors, for any claim arising out of, in connection with, or resulting from the services performed. Only the Owner will be the beneficiary of any undertaking with these parties.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers’ field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Project Administrator, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor’s Cost of the Work and fee shall be determined in the same manner as Contractor’s Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:
a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor’s employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Project Administrator, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   (1) Full rental cost for rented, leased, and/or owned equipment shall not exceed the rates listed in the Rental Rate Blue Book published Equipment Watch, a unit of Primedia, Inc., as adjusted to the regional area of the Project. The most recent published edition in effect at the commencement of the actual equipment use shall be used.

   (2) Rates shall apply to equipment in good working condition. Equipment not in good condition, or larger than required, may be rejected by Project Administrator or accepted at reduced rates.

   (3) Equipment in Use: Actual equipment use time documented by the Project Administrator shall be the basis that the equipment was on and utilized at the Project site. In addition to the leasing rate above, equipment operational costs shall be paid at the estimated operating cost, payment category (and the table below), and associated rate set forth in the Blue Book if not already included in the lease rate.

   The hours of operation shall be based upon actual equipment usage to the nearest quarter hour, as recorded by the Project Administrator.

   (4) Equipment when idle (Standby): Idle or standby equipment is equipment on-site or in transit to and from the Work site and necessary to perform the Work under the modification but not in actual use. Idle equipment time, as documented by the Project Administrator, shall be paid at the leasing rate determined in 11.01.A.5.c, excluding operational costs.

   (5) Where a breakdown occurs on any piece of equipment, payment shall cease for that equipment and any other equipment idled by the breakdown. If any part of the Work is shutdown by the Owner, standby time will be paid during non-operating hours if diversion of equipment to other Work is not practicable. Project Administrator reserves the right to cease standby time payment when an extended shutdown is anticipated.

<table>
<thead>
<tr>
<th>Actual Usage</th>
<th>Blue Book Payment Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 8 hours</td>
<td>Hourly Rate</td>
</tr>
<tr>
<td>8 or more hours but less than 7 days</td>
<td>Daily Rate</td>
</tr>
<tr>
<td>7 or more days but less than 30 days</td>
<td>Weekly Rate</td>
</tr>
<tr>
<td>30 days or more</td>
<td>Monthly Rate</td>
</tr>
</tbody>
</table>

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
f. Losses and damages (and related expenses) caused by damage to any of the Work that has been completed and accepted by the Owner, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by Owner in accordance with Paragraph 5.06.D.), provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor’s fee. If, however, any such loss or damage to the Work that has been accepted by Owner requires reconstruction and Contractor is placed in charge thereof, Contractor shall be paid for services, a fee proportionate to that stated in Paragraph 12.01.c.

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

1. Payroll costs and other compensation of Contractor’s officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor’s fee.

2. Expenses of Contractor’s principal and branch offices other than Contractor’s office at the Site.

3. Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor’s Fee: When Contractor is compensated for all the Work on the basis of Cost of the Work, Contractor’s fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor’s fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Project Administrator an itemized cost breakdown together with supporting data.
11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Project Administrator.

B. Cash Allowances

1. Contractor agrees that:
   a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
   b. Contractor’s costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to Final Payment, an appropriate Change Order will be issued as recommended by Project Administrator to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. When the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Project Administrator subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.

D. Owner or, solely as provided in Paragraph 10.05, Contractor may make a Claim for an adjustment in the Contract Price if:
   1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
   2. there is no corresponding adjustment with respect any other item of Work; and
   3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.
ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may be changed only by a Change Order. Any Claim by the Contractor for an adjustment in the Contract Price shall be based on written notice submitted by the Contractor to the Project Administrator and the Owner in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents:
   a. by a lump sum value fixed by the Owner, which may include an allowance for overhead and profit (not necessarily in accordance with Paragraph 12.01.C.2); or
   b. by new unit price items fixed by the Owner (not necessarily derived in accordance with Paragraph 11.01); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and when this method is selected by the Owner, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor’s fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. Contractor’s Fee: The Contractor’s fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
   a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor’s fee shall be 15 percent;
   b. for costs incurred under Paragraph 11.01.A.3, the Contractor’s fee shall be five percent based on subcontractor’s actual Cost of the Work;
   c. where one or more tiers of subcontracts are for Change Order items, on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor; except the maximum total allowable cost to Owner shall be the Cost of the Work plus a maximum collective aggregate fee for Contractor and all tiered Subcontractors of 26.8 percent;
   d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
   e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor’s fee by an amount equal to five percent of such net decrease; and
   f. when both additions and credits are involved in any one change, the adjustment in Contractor’s fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.
12.02 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Claim by Contractor for an adjustment in the Contract Times shall be based on written notice submitted by the Contractor to the Project Administrator and the Owner in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

C. All time limits stated in the Contract Documents are of the essence of the Agreement. Contractor shall proceed with the Work at a rate of progress which will insure completion within the Contract Times. It is expressly understood and agreed by and between Contractor and the Owner, that the Contract Times for the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions, and other factors prevailing in the locality of the Work. If Contractor shall fail to perform the Work required within the Contract Times, or extended Contract Times if authorized by Change Order, then Contractor shall pay to the Owner the full amount of Liquidated Damages specified in the Contract Documents.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times may be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, freight embargo, acts of war (declared or not declared), or acts of God.

B. If Owner, Project Administrator, and/or Design Professional, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor may be entitled to an equitable adjustment in the Contract Times. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor’s ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays described in this Paragraph 12.03.B.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor may be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor’s ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor’s sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Project Administrator, and/or Design Professional and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner, Project Administrator, and/or Design Professional has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

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

13.03 Tests and Inspections

A. Contractor is responsible for the initial and subsequent inspections of Contractor’s Work to ensure that the Work conforms to the requirements of the Contract Documents. Contractor shall give Project Administrator timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. Contractor shall establish an inspection program and a testing plan acceptable to the Project Administrator and shall maintain complete inspection and testing records available to Project Administrator.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all non-contractor inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Project Administrator the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner’s, Project Administrator’s, and/or Design Professional’s acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Project Administrator.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Project Administrator, it must, if requested by Project Administrator, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor’s expense unless: 1) Contractor has given Project Administrator timely notice of Contractor’s intention to cover the same and Project Administrator has not acted with reasonable promptness in response to such notice; and 2)

(ACCGov Standard GC’s version 01/08/2023)
Contractor has adequate photographic documentation to show the covered work has been provided in accordance with the Contract Documents.

G. Concealed Work: Contractor shall photograph all work that will be concealed or covered immediately prior to it being covered. Photographs of concealed items shall show and be able to locate all items that were concealed without having to uncover the work. Contractor shall take and submit as many exposures as necessary to photograph and accurately portray all concealed work. Photos of concealed work are in addition to providing the required notices for testing and inspections.

13.04 Uncovering Work

A. If any Work is covered contrary to the written request of Project Administrator, it must, if requested by Project Administrator, be uncovered for Project Administrator’s observation and replaced at Contractor’s expense.

B. If Project Administrator considers it necessary or advisable that covered Work be observed by Project Administrator or inspected or tested by others, Contractor, at Project Administrator’s request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Project Administrator may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor.

D. If the uncovered Work is not found to be defective and the Contractor had adequately photographed the work prior to covering in accordance with 13.03.G to show that it was not defective, then Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If Contractor does not have adequate photographic documentation of the covered work to demonstrate its condition, then the Contractor shall not be allowed an increase in the Contract Price nor an extension of Contract Times. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 Owner May Stop the Work

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

B. If Owner stops Work under Paragraph 13.05.A, Contractor shall be entitled to no extension of Contract Times or increase in Contract Price.

13.06 Correction or Removal of Defective Work

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Owner’s Representative, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other
professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Work.

C. Contractor shall promptly segregate and remove rejected products from the Site.

13.07 Correction Period

A. If within one year after the date of Final Payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor’s use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner or Owner’s Representative, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to the Work, or the work of others or other land or areas as required by the Design Professional resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner’s or Design Professional’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Final Payment of all the Work, the correction period for that item may start to run from an earlier date if so specifically provided elsewhere in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor’s obligations under this Paragraph 13.07 are in addition to any other rights or remedies of Owner as to defective work under the Contract Documents or applicable law. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

F. Within no more than ten months after Substantial Completion Contractor’s Project Manager and Superintendent shall attend and actively participate in an on-site half day Lessons Learned workshop to be led or conducted by the Project Administrator.

13.08 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Project Administrator’s recommendation of Final Payment) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges
13.09 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time as defined by the Project Administrator after written notice from Project Administrator to correct defective Work or to remove and replace rejected Work as required by Owner’s Representative in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor’s services related thereto, take possession of Contractor’s tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner’s representatives, agents and employees, Owner’s other contractors, and Project Administrator’s and/or Design Professional’s consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

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

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner’s rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 Schedule of Values

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

(ACCGov Standard GC’s version 01/08/2023)
14.02 Progress Payments

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Project Administrator, and to Design Professional, unless directed otherwise, for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

Contractor shall include with each Application for Payment a waiver and release of lien and bond rights, including for each subcontractor a waiver and release of lien and bond rights in the form required by O.C.G.A. § 44-14-366.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored (i.e. stored materials) at the Site, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner’s interest therein, all of which must be satisfactory to Owner. If payment is requested for materials stored at a location other than the Site, in addition to the above requirements the Application for Payment shall also be accompanied by:
   a) Right of Entry from the property owner, for the alternate location, that allows the Owner to enter the property to review and/or retrieve, if necessary, materials; and
   b) Contractor will be responsible for cost of time and travel expenses of the Project Administrator, Design Professional, or testing agency to review the stored materials. The Owner shall not be required to approve any alternate location for storage of materials if all the above requirements are not met or the Owner has other reasonable objections to the alternate storage locations.

3. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor’s legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement

B. Review of Applications

1. Project Administrator will, within 20 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Project Administrator’s reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Project Administrator’s recommendation of any payment requested in an Application for Payment will constitute a representation by Project Administrator to Owner, based on Project Administrator’s observations on the Site of the executed Work as an experienced and qualified professional and on Project Administrator’s review of the Application for Payment and the accompanying data and schedules, that to the best of Project Administrator’s knowledge, information and belief:
   a. the Work has progressed to the point indicated;
   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

(ACCGov Standard GC’s version 01/08/2023)
c. the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Project Administrator’s responsibility to observe the Work.

3. By recommending any such payment Project Administrator will not thereby be deemed to have represented that:
   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Project Administrator in the Contract Documents; or
   b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Project Administrator’s review of Contractor’s Work for neither the purposes of recommending payments nor Project Administrator’s recommendation of any payment, including Final Payment, will impose responsibility on Project Administrator:
   a. to supervise, direct, or control the Work, or
   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
   c. for Contractor’s failure to comply with Laws and Regulations applicable to Contractor’s performance of the Work, or
   d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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

C. Payment Becomes Due

1. Owner and Contractor agree that all partial payments and final payments shall be subject to the Georgia Prompt Pay Act, O.C.G.A. §§ 13-11-1 through 13-11-11, except as provided below to the extent authorized by law:
   a. Interest Rate and Fees: For purposes of computing interest on late payments, the rate of interest shall be one-half percent per month or a pro-rata fraction thereof on the unpaid balance as may be due. There shall be no award of attorney’s fees pursuant to the Georgia Prompt Pay Act under the Agreement.
   b. Payment Periods:
(1) When Contractor has performed in accordance with the provisions of these Contract Documents, the Owner shall pay Contractor within 45 days of receipt by the Owner or the Owner's representative of any properly completed Application for Payment, based upon work completed or service provided pursuant to the terms of these Contract Documents.

(2) When a subcontractor has performed in accordance with the provisions of its subcontract and the subcontract conditions precedent to payment have been satisfied, Contractor shall pay to that subcontractor and each subcontractor shall pay to its subcontractor, within ten days of receipt by Contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractors work and materials based on work completed or service provided under the subcontract, less retainage expressed as a percentage, but such retainage shall not exceed that retainage being held by the Owner, provided that the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete its work as Contractor in its reasonable discretion may require, including but not limited to a payment and performance bond.

c. Interest on Late Payment: Except otherwise provided in these Contract Documents and/or in O.C.G.A. 13-11-5, if a periodic or final payment to Contractor is delayed by more than the time allotted in Paragraph b. of this Prompt Payment Clause or if a periodic or final payment to a subcontractor is delayed more than ten days after receipt of periodic or final payment by Contractor or Subcontractor, the Owner, Contractor, or Subcontractor, as the case may be, shall pay interest to its Contractor, or Subcontractor beginning on the day following the due dates as provided in Paragraph b. of this Prompt Payment Clause at the rate of interest as provided herein. Interest shall be computed per month or a pro-rata fraction thereof on the unpaid balance. There shall be no compounded interest. No interest is due unless the person or entity being charged interest received "Notice" as provided in Paragraph d. of this Prompt Payment Clause. Acceptance or progress payments or final payment shall release all claims for interest on said payments.

d. Notice of Late Payment and Request of Interest: Any person or entity asserting entitlement to interest on any periodic or final payment pursuant to the provisions of this Prompt Payment Clause shall provide "Notice" to the person or entity being charged interest of the charging party's claim to interest on late payment. "Notice" shall be in writing, served by U.S. Certified Mail - Return Receipt Requested at the time the properly completed Application for Payment is received by the Owner or Owner's representative, and shall set forth the following:

(1) A short and concise statement that interest is due pursuant to the provisions of the Georgia Prompt Pay Act and this Prompt Payment Clause;

(2) The principal amount of the periodic or final payment which is allegedly due to the charging party; and

(3) The first day and date upon which the charging party alleges that said interest will begin to accrue, pursuant to the provisions of the Georgia Prompt Pay Act and this Prompt Payment Clause.

These "Notice" provisions are of the essence; therefore, failure to comply with any requirement as set for the in the Prompt Payment Clause precludes the right to interest on any alleged late payment to which said "Notice" would otherwise apply.

(4) Integration with the Georgia Prompt Pay Act: Unless otherwise provided in these Contract Documents, the parties hereto agree that these provisions of this Prompt Payment Clause supersede and control all provisions of the Georgia Prompt Pay Act (O.C.G.A. 13-11-1 through 13-11-11 (1994)), as originally enacted and as amended, and that any dispute arising between the parties hereto as to whether or not the provisions of this contract or the Georgia Prompt Pay Act control will be resolved in favor of these Contract Documents and its terms.

(ACCGov Standard GC’s version 01/08/2023)
D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Project Administrator because:

   a. claims have been made against Owner on account of Contractor’s performance or furnishing of the Work;

   b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

   c. there are other items entitling Owner to a set off against the amount recommended;

   d. defective work not remedied; or

   e. Items entitling Owner to retain set-offs from the amount recommended, including but not limited to:

      (1) Owner compensation to Project Administrator, Commissioning Authority, and/or Design Professional at an estimated rate ranging from $120.00 to $200.00 per each extra personnel hour for labor plus expenses because of the following Contractor-caused events:

         i) Delays necessitating a time extension for the performance of Project Administrator’s and/or Design Professional’s services;

         ii) Witnessing retesting of corrected or replaced defective Work;

         iii) Return visits to manufacturing facilities to witness factory testing or retesting;

         iv) Submittal reviews in excess of two (one original Submittal and one resubmissions) reviews by Project Administrator and/or Design Professional for substantially the same Submittal;

         v) Evaluation of proposed substitutes and in making changes to Contract Documents occasioned thereby;

         vi) Hours worked by Contractor, in excess of normal work hours as defined by Article 6.02 of the General Conditions, necessitating Project Administrator and/or Design Professional to work overtime.

         vii) Return visits to the Project for Design Professionals for Commissioning Activities not performed on the initial visit.

         viii) Fines levied against the Owner for Contractor’s performance of NPDES Erosion and Sedimentation Control Measures or other permit violations.

         ix) The repair, rebuilding or restoration of property improvements or facilities by the Owner as outlined in Paragraph 6.13.

      (2) Liability for Liquidated Damages incurred by Contractor as set forth in the Agreement.

   f. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Project Administrator, Owner will give Contractor immediate written notice (with a copy to Project Administrator) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner’s satisfaction the reasons for such action.

3. If it is subsequently determined that Owner’s refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.
14.03 Contractor’s Warranty of Title

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

B. No materials or supplies for the Work shall be purchased by Contractor or Subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. Contractor warrants that Contractor has good title to all materials and supplies used by Contractor in the Work, free from all liens, claims or encumbrances.

C. Contractor shall indemnify and save Owner harmless from all claims growing out of the lawful demands of Subcontractors, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of the Agreement. Contractor shall at Owner’s request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If Contractor fails to do so, then Owner may, after having served written notice on the said Contractor either pay unpaid bills, of which Owner has written notice, direct, or withhold from Contractor’s unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to Contractor shall be resumed, in accordance with the terms of this Agreement, but in no event shall the provisions of this sentence be construed to impose any obligations upon Owner to either Contractor or Contractor’s Surety. In paying any unpaid bills of Contractor, Owner shall be deemed the agent of Contractor and any payment so made by Owner shall be considered as payment made under the Agreement by Owner to Contractor and Owner shall not be liable to Contractor for any such payment made in good faith.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Project Administrator in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Project Administrator issue a certificate of Substantial Completion. On Projects where a Certification of Occupancy is required for the Owner to occupy or use a building or portion of a building, then the Contractor shall obtain a Certificate of Occupancy from the Building Inspections Department and include such Certificate of Occupancy with the notification that Contractor considers the work is substantially complete.

B. Promptly after Contractor’s notification, Owner, Contractor, Project Administrator, and Design Professional shall make an inspection of the Work to determine the status of completion. If Project Administrator does not consider the Work substantially complete, Project Administrator will notify Contractor in writing giving the reasons therefor.

C. Items of work to be completed by the Contractor prior to the Project Administrator’s issuance of a Certificate of Substantial Completion include, but are not limited to, the following:

1. Certification from the Design Professional that Project is substantially complete.
2. Correction of all deficient or rejected Work items listed by the Design Professional, Project Administrator, testing agency, state, local, and other regulatory agencies or departments.
3. All Submittals must be received and approved by the Design Professional, including, but not necessarily limited to, the following:
   a. Record documents.
   b. Factory test reports, where required.
   c. Equipment and structure test reports.
d. Manufacturer’s Certificate of Proper Installation.

e. Operating and maintenance information, instructions, manuals, documents, drawings, diagrams, and records.

f. Spare parts lists and/or a listing of all attic stock items to be turned over to the Owner.

4. All additional warranty or insurance coverage requirements have been provided.

5. All of required Owner’s training has been completed and documented.

6. All LEED™ documentation necessary to obtain LEED™ Certification has been uploaded to the LEED on-line website and electronic copies of each turned over to the Owner.

D. If Project Administrator considers the Work to be Substantially Complete, then Project Administrator will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before Final Payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Project Administrator as to any provisions of the certificate or attached list. If, after considering such objections, Project Administrator concludes that the Work is not substantially complete, Project Administrator will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner’s objections, Project Administrator considers the Work substantially complete, Project Administrator will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Project Administrator believes justified after consideration of any objections from Owner.

E. At the time of delivery of the tentative certificate of Substantial Completion, Project Administrator will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending Final Payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Project Administrator in writing prior to Project Administrator’s issuing the definitive certificate of Substantial Completion, Project Administrator’s aforesaid recommendation will be binding on Owner and Contractor until Final Payment.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner determines to be a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor’s performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Project Administrator that such part of the Work is substantially complete and request Project Administrator to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Project Administrator in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Project Administrator to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, Design Professional, Commissioning Authority, and Project Administrator shall make an inspection of that part of the Work to determine its status of completion. If Project Administrator does not consider that part of the Work to be substantially complete, Project Administrator will notify Owner and Contractor in writing giving the reasons therefor. If Project Administrator considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 Final Inspection

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

14.07 Final Payment

A. Final Completion and Application for Final Payment

1. After Contractor has, in the opinion of Design Professional and Project Administrator, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for Final Payment following the procedure for progress payments. Under no circumstances will Contractor’s application for Final Payment be accepted by the Project Administrator until all Work required by the Contract Documents has been completed

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
   b. consent of the surety, if any, to Final Payment;
   c. a list of all Claims against Owner that Contractor believes are unsettled; and
   d. Contractor shall provide a final waiver and release of bond and lien rights in conformity with O.C.G.A.; § 44-14-366 for Contractor and each of its Subcontractors.

3. Deleted.

B. Project Administrator’s Review of Application and Acceptance

1. If on the basis of Project Administrator’s observation of the Work during construction and final inspection, and Project Administrator’s review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, Project Administrator is satisfied that the Work has been completed and Contractor’s other obligations under the Contract Documents have been fulfilled (“Final Completion”), Project Administrator will indicate in writing Project Administrator’s recommendation of payment and present the Application to Owner for payment. Thereupon Project Administrator will give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Project Administrator will return the Application to Contractor, indicating in writing the reasons for refusing to recommend Final Payment, in which case Contractor shall
make the necessary corrections and resubmit the Application. If the Application and accompanying documentation are appropriate as to form and substance, Owner shall in accordance with the applicable State or local General Law, pay Contractor the amount recommended by Project Administrator.

C. Payment Becomes Due

1. Forty-five days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Project Administrator, less any sum Owner is entitled to set off against Project Administrator’s recommendation, including but not limited to Liquidated Damages, will become due and will be paid by Owner to Contractor (“Final Payment”).

14.08 Final Completion Delayed

A. If, through no fault of Contractor, Final Completion of the Work is significantly delayed, and if Project Administrator so confirms, Owner shall, upon receipt of Contractor’s final Application for Payment (for Work fully completed and accepted) and recommendation of Project Administrator, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. Owner will withhold two hundred percent of the value of Work not completed or corrected, as such value is determined by Project Administrator, until completion and correction thereof. If the remaining balance to be held by Owner in the preceding sentence is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Project Administrator with the Application for such payment. Such payment shall be made under the terms and conditions governing Final Payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of Final Payment will constitute a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

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

15.02 Owner May Terminate for Cause

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

1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor’s disregard of the authority of Project Administrator or Design Professional;
4. Contractor’s violation in any substantial way of any provisions of the Contract Documents, including material or significant items of defective work not remedied;

5. If Contractor abandons the Work, or subcontracts the Agreement or any part thereof, without the previous written consent of Owner, or if the Agreement or any claim thereunder shall be assigned by Contractor otherwise than as herein specified;

6. Contractor is adjudged bankrupt or insolvent;

7. Contractor makes a general assignment for the benefit of creditors;

8. A trustee or receiver is appointed for Contractor or for any of Contractor’s property;

9. Contractor files a petition to take advantage of any debtor’s relief act, or to reorganize under the bankruptcy or applicable laws;

10. Contractor repeatedly fails to supply sufficient skilled workmen, materials or equipment;

11. Contractor fails to make satisfactory progress toward timely completion of the Work;

12. Contractor repeatedly fails to make prompt payments to Subcontractors or Material Suppliers for labor, materials or equipment.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor, unless Contractor otherwise cures the deficiency in accordance with 15.02.D:

1. Exclude Contractor from the Site, and take possession of the Work and of all Contractor’s tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. Incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. Complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner on demand. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor’s services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond, if any, shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

G. Any termination by Owner pursuant to this Paragraph 15.02 may result in the disqualification of Contractor for bidding on future contracts of Owner.
**15.03 Owner May Terminate For Convenience**

A. Upon seven days’ written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Agreement. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. direct expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all reasonable costs including ten percent overhead and profit for work thereafter performed as specified in such notice; reasonable administrative costs of settling and paying such claims arising out of termination of work under purchase orders or subcontracts; and

4. reasonable expenses directly attributable to termination.

5. Contractor shall submit within 30 calendar days after receipt of notice of termination a written statement setting forth its proposal for an adjustment to the Contract Price to include only the incurred costs described in this clause. Owner shall review, analyze, verify such proposal, and negotiate an equitable amount, and if the parties reach an agreement, the Agreement will be modified accordingly.

B. The costs and expenses set forth in Paragraph 15.03.A shall be Contractor’s sole and exclusive remedy in the event Owner, without cause, terminates the Agreement. In such event, Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination.

C. Any termination by Owner pursuant to Paragraph 15.02 that is later determined to be erroneous, unjustified, improper, or wrongful in any way or for any reason shall be converted to a termination for convenience under this Paragraph 15.03, under which Contractor may recover, as its sole and exclusive remedy, those costs and expense set forth in Paragraphs 15.03.A.1 and 15.03.A.2. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damage arising out of or resulting from such termination.

**15.04 Contractor May Stop Work or Terminate**

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Project Administrator fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 45 days, past the due date, to pay Contractor any sum finally determined to be due, then Contractor may, upon thirty days written notice to Owner and Project Administrator, and provided Owner or Project Administrator do not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in Paragraph 15.03, which payment shall be Contractor’s sole and exclusive remedy for such termination.

B. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Project Administrator has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 45 days to pay Contractor any sum finally determined to be due, Contractor may, 30 days after written notice to Owner and Project Administrator, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times nor otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this Paragraph.
ARTICLE 16 – DISPUTE RESOLUTION

16.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in these General Conditions. If no method and procedure has been set forth, and subject to the provisions of Paragraphs 9.09 and 10.05, Owner and Contractor may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute. Contractor shall carry on the Work and maintain the progress schedule during the pendency of any dispute, Claim, or dispute resolution proceedings, unless otherwise agreed by Contractor and Owner in writing.

ARTICLE 17 – MISCELLANEOUS

17.01 Giving Notice

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

B. All notices required of Contractor shall be performed in writing to the appropriate entity.

17.02 Computation of Times

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

17.03 Cumulative Remedies

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

17.04 Survival of Obligations

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

17.05 Controlling Law

A. This Agreement is to be governed by the law of the State of Georgia.

(ACCGov Standard GC’s version 01/08/2023)
17.06 Heads

A. Articles and paragraph headings are inserted for convenience only and do not constitute parts of these general conditions.

17.07 Addresses

A. Both the address given in the Bid Form upon which this agreement is founded, and Contractor’s office at or near the site of the Work are hereby designated as places to either of which notices, letters, and other communications to Contractor shall be certified, mailed, or delivered. The delivering at the above named place, or depositing in a postpaid wrapper directed to the first-named place, in any post office box regularly maintained by the post office department, of any notice, letter or other communication to Contractor shall be deemed sufficient service thereof upon date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing, executed by Contractor, and delivered to and acknowledged by the Owner and Project Administrator. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon Contractor personally.

17.08 Forms and Record

A. The form of all Submittals, notices, change orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Project Administrator.

B. Contractor shall maintain throughout the term of the Agreement, and retain for not less than four years after completion thereof, complete and accurate records of all Contractor’s costs which relate to the work performed, including the extra work, under the terms of the Agreement. The Owner, or its authorized representative, shall have the right at any reasonable time to examine and audit the original records.

C. Records to be maintained and retained by Contractor shall include, but not be limited to:
   1. Payroll records accounting for total time distribution of Contractor’s employees working full or part time on the Work;
   2. Cancelled payroll checks or signed receipts for payroll payments in cash;
   3. Invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor’s stores, stock, or capital items;
   4. Paid invoices and cancelled checks for materials purchase, subcontractors, and any other third parties’ charges;
   5. Original estimate and change order estimate files and detailed worksheets;
   6. All project-related correspondence; and
   7. Subcontractor and supplier change order files (including detailed documentation covering negotiated settlements).

D. Owner shall also have the right to audit: any other supporting evidence necessary to substantiate charges related to this agreement (both direct and indirect costs, including overhead allocations as they may apply to costs associated with this agreement); and any records necessary to permit evaluation and verification of Contractor compliance with contract requirements and compliance with provisions for pricing change orders, payments, or claims submitted by Contractor or any payees thereof. Contractor shall also be required to include the right to audit provision in the contracts (including those of a lump-sum nature) of all subcontractors, insurance agents, or any other business entity providing goods and services.
17.09 Assignment

A. Contractor shall not assign the whole or any part of the Agreement or any monies due or to become due hereunder without written consent of the Owner. In case Contractor assigns all or any part of any monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for under this Agreement.

17.10 Authority of the Design Professional and Project Administrator

A. The Project Administrator and Design Professional will act as the Owner’s Representatives during the construction period.

B. The Project Administrator or Design Professional may perform, individually or jointly, the following services on behalf of Owner, or any other duty or service set forth on the Contract Documents to be performed by Owner, Project Administrator, or Design Professional:

1. Performing technical reviews of shop drawings, product data and samples;
2. Interpreting the intent of the Contract Documents, when in the opinion of the Project Administrator, the intent is not apparent;
3. Reviewing proposed change orders, when such changes may affect the intent of the original design;
4. Responding to Contractor’s Requests For Information;
5. Reviewing changes to the Project;
6. Performing a final pre-start-up inspection;
7. Observing the final testing and start-up of the Project;
8. Determining that the Project is ready for final acceptance;
9. Performing technical reviews of operation and maintenance manuals;
10. Attending Progress Meetings, periodic site visits, input on quality and acceptability of products furnished and Work performed; and
11. Design Professional will be authorized to observe all Work done and all products provided, including preparation, fabrication and manufacture of the products to be used, but will not be authorized to alter or waive any requirements of the Contract Documents. Design Professional may recommend to the Project Administrator to reject products, or suspend the Work.

C. Project Administrator will provide the Design Professional with the following:

1. Minutes of all meetings between the Project Administrator and Contractor;
2. Copies of all updated schedules, as prepared by Contractor; and,
3. Copies of all Project Administrator’s responses to Requests for Information.

D. All communication between the Design Professional and Contractor shall go through the Project Administrator. There shall be no duties or responsibilities between Contractor and Design Professional.

E. Project Administrator shall decide all conflicts between any parties on the Project when the conflicts are based on opinion or interpretation of the Contract Documents.

END OF SECTION
1.01 General

A. The following general requirements apply to any and all Work under this Contract. Compliance is required by all Contractors and Sub-contractors of any tier. The Owner reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Contract.

B. Evidence of Insurance Required Before Work Begins: No Contractor or Subcontractor shall commence any work of any kind under this Contract until all Insurance requirements contained in this Contract have been complied with as outlined below, and until evidence of such compliance satisfactory to the Owner as to form and content, has been filed with the Owner. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

C. Minimum Financial Security Requirements

1. Any and all companies providing insurance required by this Contract must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form. For all Contracts, regardless of size, companies providing insurance under this Contract must have a current:

   a. Best's Rating not less that A-, and current; and

   b. Best's Financial Size Category not less than Class VII.

   c. Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

2. If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the Owner, written notification shall be mailed by the Owner to the Contractor who shall promptly obtain a new policy issued by an insurer acceptable to the Owner, and shall submit evidence of the same to the Owner as required herein.

3. Upon failure of the Contractor to furnish, deliver and maintain such insurance as herein provided, this Contract, at the election of the Owner, may be declared forthwith suspended, discontinued or terminated. Failure of the Contractor to take out or to maintain any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

D. Insurance Required for Duration of Contract: Unless a longer period is provided in this Section 00828 (Insurance), any insurance required by this Contract shall be maintained during the entire length of this Contract, including any extensions thereto, and until all Work has been completed to the satisfaction of the Owner. The Owner shall have the
right to inquire into the adequacy of the insurance coverages set forth in this Contract and to negotiate such adjustments as reasonably appear necessary.

E. The Contractor shall submit to the Owner, along with the Insurance Certificates, a copy of the insurer’s cancellation notice for any and all insurance policies required by the Contract. Contractor will provide Notice of Cancellation Endorsements indicating that all insurance required hereunder will not expire or be canceled or materially changed until sixty days after written notice has been provided to Owner and each additional insured.

F. Additional Insureds: The Owner, Engineer, and Design Professional shall be covered as Additional Insured under any insurance required by this Contract, and such insurance shall be primary with respect to the Additional Named Insured and on a non-contributory basis. Confirmation of this shall appear on the Accord Certificate of Insurance (including but not limited to additional insured endorsements CG 2010 07 04 and CG 20 37 07 04 for General Liability Insurance), and on any and all applicable insurance policy forms and endorsements. However, this requirement does not apply to Workers’ Compensation. Copies of endorsements or policy forms showing that the Owner and each additional insured identified herein have been included on the policies as an additional insured shall be attached to each of the certificates. Include the following parties or entities as additional insured:

1. The Unified Government of Athens-Clarke County, 301 College Avenue, Athens, Georgia 30601
2. Jacobs Project Management Company
3. Design Professional as named in the Agreement

G. Mandatory Subcontractor Compliance: Contractor shall incorporate a copy of these Insurance requirements in each and every contract with each and every Subcontractor of any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Subcontractor fails to procure and maintain Insurance as required, all such required Insurance shall be procured and maintained by Contractor at Contractor’s expense.

H. Authorization and Licensing of Agent

1. Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this Contract shall warrant, when signing the Accord Certificate of Insurance, that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Accord Certificate of Insurance as evidence of such coverage; that the coverage required by the Owner may be broader than the original policies; and that these requirements have been conveyed to the Companies, which acknowledge and assent to these terms and conditions.

2. In addition, each and every agent shall warrant when signing the Accordion Certificate of Insurance that the agent is licensed to do business in the State of Georgia and
that the Company or Companies are currently in good standing in the State of Georgia.

1.02 Evidence of Coverage

A. Contractor shall deliver to Owner at the time of execution of the Agreement, with copies to each additional insured, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) that Contractor is required to purchase and maintain. Contractor shall deliver to the Owner at the time of execution of the Contract, with copies to each additional insured, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) for Builder’s Risk, Property Insurance, and Pollution Liability.

B. Copies of endorsements showing that the Owner and each additional insured identified herein have been added to the policies as an additional insured shall be attached to each of the certificates.

C. Insurance certificates must specifically show coverage applies for contractual liability for Contractor’s indemnity obligations set forth in the General Conditions.

D. In addition to the requirement for the policy limits specified below, the applicable insurance certificate must show that the entire aggregate policy limits for general liability and excess and umbrella liability coverage that will apply specifically for this Project.

E. Each insurance certificate for all coverages other than Worker’s Compensation Insurance must show that a waiver of rights of recovery against any of the insured or the additional insured is in effect.

F. Certificate for Contractor’s liability insurance must show coverage of claims for damages because of bodily injury, sickness or death of any person or property damage resulting from the Ownership, maintenance or use of mobile equipment.

G. Each insurance certificate must show coverage is underwritten with an insurance carrier who is rated no less than the Minimum Financial Security Requirements provided above.

H. Certificate for Worker’s Compensation Insurance/Employers Liability Insurance must show coverage includes executive officers and Contractor’s leased employees, temporary staff and part-time employees.

I. Owner may waive specific insurance coverages set forth in Paragraph 5.04 if Contractor provides equivalent insurance coverage by way of a different combination of policies.

1.03 Coverages and Limits

A. The Contractor shall provide all coverages listed below.
B. Workers’ Compensation and Employer’s Liability Insurance: The Contractor shall procure and maintain Workers’ Compensation and Employer’s Liability Insurance in the following limits, such insurance to cover each employee who is or may be engaged in work under the Contract:

Workers’ Compensation - Statutory

Employer’s Liability

Bodily Injury by Accident/Disease - $1,000,000 each accident
Bodily Injury by Accident/Disease - $1,000,000 each employee
Bodily Injury by Accident/Disease - $1,000,000 policy limit

C. Commercial General Liability Insurance: The Contractor shall procure and shall maintain during the life of the Contract Agreement, such Commercial General Liability and Broad Form Property Damage Insurance as shall protect Contractor and any Subcontractor performing Work covered by this Contract from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from operations under the Contract, whether such operations are by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of insurance shall not be less than the following:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate for each annual period</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>Products Comp/Ops Aggregate for each annual period*</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Fire Damage (Any one fire)</td>
<td>$50,000</td>
</tr>
<tr>
<td>Medical Expenses (Any one person)</td>
<td>$5,000</td>
</tr>
</tbody>
</table>

*Completed Operations coverage extending for not less than three years after the completion of Work and Acceptance by the Owner.

The insurance shall include coverage of the following hazards:

- Underground
- Explosion/Collapse

NOTE: For the purpose of insurance coverage, each detonation of blasting is a single occurrence.

Contractor may provide General Liability and Employer’s Liability with lower limits, provided that the Umbrella/Excess Liability Insurance Limits are increased such that the total of the basic limits and umbrella/excess limits remain the same or higher. The insurance limits provided above for Commercial General Liability Insurance required under this Section 1.03(C) will be dedicated solely to the Project.

D. Owner’s Protective Liability: Deleted.

E. Excess Liability: Provide Excess Liability or Umbrella insurance providing protection for at least the hazards insured under the primary liability policies with the following limits:
General Aggregate  $5,000,000  
Each Occurrence  $5,000,000  

The insurance limits provided above for Excess Liability Insurance required under this Section 1.03(E) will be dedicated solely to the Project and will extend for eight years after Substantial Completion of the Project.

F. Automobile Liability: The Contractor shall procure and maintain during the life of the Contract Agreement, Commercial Automobile Liability Insurance. The insurance shall include coverage for owned, non-owned and hired vehicles. Amounts shall not be less than the following:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limits (CSL)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

G. Deleted.
H. Deleted.
I. Contractor’s Equipment Insurance: The Contractor shall obtain "All Risk" Property Insurance for the Contractor’s tools, personal property, or equipment (including rail or conveyor systems, ventilation systems, office trailers, and other equipment that will not become part of the final completed work and is not covered in another insurance policy required for this project) whether owned, rented, or leased.

J. Pollution Liability Insurance: Contractor shall maintain Pollution Liability Insurance on an occurrence basis with limits of no less than $5,000,000 each occurrence and $5,000,000 aggregate. Coverage shall be extended to include third-party bodily injury and property damage claims including clean-up costs involving any actual or alleged contaminated of hazardous materials. Coverage shall be extended to cover transportation, off-site disposal sites, and natural resources.

K. Deductibles and Self-Insured Retention: Any deductibles or self-insured retentions will be borne by the Contractor. All deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses. The costs of implementation of such option will be addressed by a change order.

L. The Contractor is responsible for losses within the deductible limits.

END OF SECTION
Part 1  General

1.01  Description

A.  The Work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all Work required to construct complete in place and ready to operate. The Trail Creek Crossing project will connect the Firefly Trail (multiuse bicycle/pedestrian trail) generally along an abandoned railroad corridor.

B.  All Work described above shall be performed as shown on the Drawings and as specified.

1.02  Project Location

The equipment and materials to be furnished will be installed at the locations shown on the Drawings.

1.03  Quantities

The Owner reserves the right to alter the quantities of work to be performed or to extend or shorten the improvements at any time when and as found necessary, and the Contractor shall perform the work as altered, increased or decreased. Payment for such increased or decreased quantity will be made in accordance with the Instructions to Bidders. No allowance will be made for any change in anticipated profits nor shall such changes be considered as waiving or invalidating any conditions or provisions of the Contract and Bond.

1.04  Partial Owner Occupancy

The existing facilities to which these improvements are being made will continue operation during the period of construction.

END OF SECTION
Part 1  General

1.01  Scope

The scope of this Section is to convey to the Contractor unique and unusual stipulations and requirements which have been established for this Project. Some of the stipulations and requirements are a result of negotiations with various entities and organizations which have an interest in this Project. Some requirements are based on technical aspects of the Project which are not otherwise conveyed to the Contractor. The provisions of this Section shall supersede other provisions of the Specifications but shall not supersede the Bidding Requirements, Contract Forms or Conditions of the Contract.

1.02  Submittals

A.  Sequence Submittal

1. Submit a proposed sequence in accordance with Section 01340 with appropriate times of starting and completion of tasks to Project Administrator for review.

2. The Contractor may propose alternatives to the sequencing constraints to that shown in this Section in an attempt to reduce the disruption of the operation of the existing facility or streamline the tasks of this Contract. The Owner and Project Administrator are not obligated to accept any of these alternatives.

1.03  Existing Facility Operations

A. The Contractor shall coordinate the work with the Owner so that the construction will not restrain or hinder the operation of the existing facilities. If, at any time, any portion of the facilities are out of service, the Contractor must obtain approval from the Owner as to the date, time and length of time that portion of the facilities are out of service.

B. Connections to the existing facilities or alteration of existing facilities will be made at times when the facility involved is not in use or at times, established by the Owner, when the use of the facility can be conveniently interrupted for the period of time needed to make the connection or alteration.

C. After having coordinated the work with the Owner, the Contractor shall prepare and submit a work coordination schedule to include the time, time limits and methods of each connection or alteration and have the approval of the Project Administrator before any work is undertaken on the connections or alterations.

D. Before any roadway or facilities are blocked off, the Owner’s approval shall be obtained to coordinate operations for the facilities.

1.04  Utility Notification and Coordination
Unique Requirements

A. Coordinate Work with various utilities within Project limits. Notify applicable utilities prior to commencing Work, if damage occurs, or if conflicts or emergencies arise during Work.

1.05 Sequencing

A. General

1. The Contractor shall be solely responsible for all construction sequencing unless special notice is given herein.

2. The completion of specific preliminary sequencing tasks indicated will be required prior to any significant site demolition.

B. Notify the Owner at least ten days prior to starting to relocate piping or taking existing components out of service.

C. Special Sequencing Requirements:

1. The Contractor shall with 30 days of the NTP shall:

   A. Clear and stabilize the ACCGov parcel as shown on Sheet 18-001.1

   B. Install the chain link along the property line of Tract 68 (Ritzie Johnson) and ACCGov property as shown on Sheet 18-001.1 be solely responsible for all construction sequencing unless special notice is given herein.

   C. Flag limits of disturbance on Parcel 78 (N/F Clint McNeal) and coordinate project efforts for temporary easements and temporary or permanent fencing to protect livestock during the course of the project.

   D. Initiate efforts required by Special Provision Section 900 – Miscellaneous regarding inspection existing rock culverts shown on Sheet 13.004.3 and Sheet 13.006.3.

2. The Contractor shall with 60 days of the NTP shall:

   A. Complete efforts required by Special Provision Section 900 – Miscellaneous regarding inspection existing rock culverts shown on Sheet 13.004.3 and Sheet 13.006.3.

1.06 Special Project Conditions

1. No work is allowed between Thursday @ 5:00 PM and the following Monday morning on University of Georgia home football game weekends.
2. All lane restrictions, road closures, and detours shall be coordinated with Athens-Clarke County Traffic Engineering.

3. Contractor shall submit a Specific Site Safety Plan which will address Access, Bridges, Utilities, Existing Roads, Existing trails/yards, Cranes, Soil Stability, Waters/Rivers/creeks, etc. to name a few. These are over and above the normal Site Safety Plan.

4. Contractor shall follow all OSHA requirements. In addition, Contractor shall also make sure the specific OSHA requirements in and around the creeks and rivers (i.e. rescue rafts, life preservers, etc.) are adhered to.

5. Contractor to review Crane Staging, Critical Lift Procedures, deep excavation areas, shoring plans, work areas, and etc. with Owner to adjust park operations etc.

6. Contractor to provide temporary fencing around work areas where tripping or fall hazards occur and to prevent access by non-essential personnel to job site at Contractors expense.

7. Contractor shall perform any geotechnical investigation to ensure suitable soil existing under cranes and any shoring/stabilization required will be performed at Contractors expense.

1.07 Safety and Inspection Equipment

The contractor will be responsible for all required safety equipment for site personnel including workers, owner’s representatives, inspectors, and authorized visitors to safely traverse the site, observe ongoing work, conduct all necessary inspections, and obtain all necessary material samples for testing. Examples of this equipment are, but are not limited to: hard hats, safety googles, hearing protections, body harnesses, man baskets, scaffolding, etc.

1.08 NPDES Permitting

This Project does require a NPDES permit. The Contractor is responsible for all fees, fines, and penalties received associated with the erosion, sediment, and pollution control.

1.09 MOCK UPS AND & TEST PANELS

A. Placing contractor is to place, joint and cure two test panels of each pour type, each to be a minimum of 225 sq. ft. at the required project thickness and specifications including subgrade preparation, etc., to demonstrate to the Owner’s satisfaction that in-place units can be achieved and can be a satisfactory replicated when installed at the site location.
Unique Requirements

B. All final project components shall have mock ups completed to demonstrate to the Owner’s satisfaction that in-place units can be achieved and can be a satisfactory replicated when installed at the site location.

C. Contractor shall protect approved mock up and test panels to be used as quality control samples and to ensure final product meets the Owner’s expectations for fit and finish for products placed in the field until notice from the Owner.

D. Upon notification from the Owner, the Contractor shall properly dispose of the mock up and test panels and return the location to pre-existing conditions.

1.10 DEMOLITION OF EXISTING FEATURES

A. Contractor to notify owner prior to removing any existing railroad feature for instructions.

1.11 JOB FAIR/YOUTH DEVELOPMENT PARTICIPATION

A. Contractor and all subcontractors shall participate in a Job Fair or Youth Development event whether hosted by or participated in by the Owner.

B. It is not the responsibility of the Contractor to provide a space or host the event. The Contractor and Subcontractors shall be required to participate a minimum of six hours during an event.

C. The goal of the event is educational in nature, possibly introducing area citizens to potential job opportunities with Contractor and Subcontractors, introduce Contractor and Subcontractors of potential partner firms in the area, and/or introduce opportunities in certain career fields and trades.

END OF SECTION
Part 1  General

1.01  Partial Occupancy By Owner

Whenever, in the opinion of the Project Administrator, any section or portion of the Work or any structure is in suitable condition, it may be put into use upon the written order of the Project Administrator and such usage will not be held in any way as an acceptance of said Work or structure, or any part thereof, or as a waiver of any of the provisions of these Specifications and the Contract. Pending final completion and acceptance of the Work, all necessary repairs and replacements, due to defective materials or workmanship or operations of the Contractor, for any section of the Work so put into use shall be performed by the Contractor at Contractor's own expense.

END OF SECTION
Part 1  General

1.01  Scope

A. Construction staking shall include all of the surveying work required to layout the Work and control the location of the finished Project. The Contractor shall have the full responsibility for constructing the Project to the correct horizontal and vertical alignment, as shown on the Drawings, as specified, or as ordered by the Project Administrator. The Contractor shall assume all costs associated with rectifying work constructed in the wrong location.

B. From the information shown on the Drawings and the information to be provided as indicated under Project Conditions below, the Contractor shall:

1. Be responsible for setting reference points and/or offsets, establishment of baselines, and all other layout, staking, and all other surveying required for the construction of the Project.

2. Safeguard all reference points, stakes, grade marks, horizontal and vertical control points, and shall bear the cost of re-establishing same if disturbed.

3. Stake out the permanent and temporary easements or the limits of construction to ensure that the Work is not deviating from the indicated limits.

4. Be responsible for all damage done to reference points, baselines, center lines and temporary bench marks, and shall be responsible for the cost of re-establishment of reference points, baselines, center lines and temporary bench marks as a result of the operations.

C. Baselines shall be defined as the line to which the location of the Work is referenced, i.e., edge of pavement, road centerline, property line, right-of-way or survey line.

D. Record Drawing surveys shall be performed in accordance with Section 01720 of these Specifications.

1.02  Project Conditions

A. The Drawings provide the location and/or coordinates of principal components of the Project. The alignment of some components of the Project may be indicated in the Specifications. The Project Administrator may order changes to the location of some of the components of the Project or provide clarification to questions regarding the correct alignment.

B. The survey points, control points, and baseline to be provided to the Contractor shall be limited to only that information which can be found on the Project site by the Contractor.
1.03 Quality Assurance

A. The Contractor shall furnish documentation, prepared by a surveyor currently registered in the State of Georgia, confirming that staking is being done to the horizontal and vertical alignment shown in the Contract Documents. This requires that the Contractor hire, at the Contractor's own expense, a currently registered surveyor, acceptable to the Owner, to provide ongoing construction staking or confirmation of such.

B. Any deviations from the Drawings shall be confirmed by the Project Administrator prior to construction of that portion of the Project.

C. Verification Surveying Cash Allowance

1. If this cash allowance is provided as a bid line item it is solely for the use of the Project Administrator for verification of the Contractor's reference points, centerlines and work performed.

2. The presence of this cash allowance in no way relieves the Contractor of the responsibility of installing reference points, centerlines, temporary bench marks, verifying that the work has been performed accurately, and all other work covered by this Section.

END OF SECTION
Part 1  General

1.01  Scope

A. Permits and Responsibilities: The Contractor shall, without additional expense to the Owner, be responsible for obtaining all necessary licenses and permits, including building permits, various trade permits (plumbing, HVAC, Electrical, etc.) and for complying with any applicable federal, state, county and municipal laws, codes and regulations, in connection with the prosecution of the Work.

Owner will pay utility connection fees and any other permit fees that are required to be paid directly to any Unified Government of Athens-Clarke County Department (e.g. Planning Department, Building & Inspections, Public Utilities, etc.) for work shown on the drawings.

B. The Contractor shall take proper safety and health precautions to protect the Work, the workers, the public and the property of others.

C. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the Work.

END OF SECTION
Part 1 General

1.01 Description

A. Whenever reference is made to conforming to the standards of any technical society, organization, body, code or standard, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the time of advertisement for Bids. This shall include the furnishing of materials, testing of materials, fabrication and installation practices. In those cases where the Contractor's quality standards establish more stringent quality requirements, the more stringent requirement shall prevail. Such standards are made a part hereof to the extent which is indicated or intended.

B. The inclusion of an organization under one category does not preclude that organizations' standards from applying to another category.

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

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

E. The standards which apply to this Project are not necessarily restricted to those organizations which are listed in Article 1.02.

1.02 Standard Organizations

A. Piping and Valves

| ACPA | American Concrete Pipe Association |
| ANSI | American National Standards Institute |
| API  | American Petroleum Institute |
| ASME | American Society of Mechanical Engineers |
| AWWA | American Water Works Association |
| CISPI | Cast Iron Soil Pipe Institute |
| DIPRA | Ductile Iron Pipe Research Association |
| FCI  | Fluid Controls Institute |
| MSS  | Manufacturers Standardization Society |
| NCPI | National Clay Pipe Institute |
| NSF  | National Sanitation Foundation |
| PPI  | Plastic Pipe Institute Uni-Bell PVC Pipe Association |
B. Materials

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

C. Painting and Surface Preparation

NACE    National Association of Corrosion Engineers
SSPC    Steel Structures Painting Council

D. Steel and Concrete

ACI     American Concrete Institute
AISC    American Institute of Steel Construction, Inc.
AISI    American Iron and Steel Institute
CRSI    Concrete Reinforcing Steel Institute
NRMA    National Ready-Mix Association
PCA     Portland Cement Association
PCI     Prestressed Concrete Institute

E. Welding

ASME    American Society of Mechanical Engineers
AWS     American Welding Society

F. Government and Technical Organizations

AIA     American Institute of Architects
APHA    American Public Health Association
APWA    American Public Works Association
ASA     American Standards Association
ASAE    American Society of Agricultural Engineers
ASCE    American Society of Civil Engineers
ASQC    American Society of Quality Control
ASSE    American Society of Sanitary Engineers
CFR     Code of Federal Regulations
CSI     Construction Specifications Institute
EDA     Economic Development Administration
EPA     Environmental Protection Agency
FCC     Federal Communications Commission
FmHA    Farmers Home Administration
FS      Federal Specifications
IAI     International Association of Identification
ISEA    Industrial Safety Equipment Association
ISO     International Organization for Standardization
ITE     Institute of Traffic Engineers
NBFU    National Board of Fire Underwriters
(NFPA)  National Fluid Power Association
NBS     National Bureau of Standards
NISO    National Information Standards Organization
OSHA    Occupational Safety and Health Administration
SI      Salt Institute
SPI     The Society of the Plastics Industry, Inc.
USDC    United States Department of Commerce
WEF     Water Environment Federation

G. General Building Construction

AHA     American Hardboard Association
AHAM    Association of Home Appliance Manufacturers
AITC    American Institute of Timber Construction
APA     American Parquet Association, Inc.
APAC    American Plywood Association
BHMA    Builders Hardware Manufacturers Association
BIFMA   Business and Institutional Furniture Manufacturers Association
DHI     Door and Hardware Institute
FMA     Factory Mutual Fire Insurance Company
HPMA    Hardwood Plywood Manufacturers Association
HTI     Hand Tools Institute
IME     Institute of Makers of Explosives
ISANTA  International Staple, Nail and Tool Association
ISDSI   Insulated Steel Door Systems Institute
IWS     Insect Screening Weavers Association
MBMA    Metal Building Manufacturers Association
NAAMM   National Association of Architectural Metal Manufacturers
NAGDM   National Association of Garage Door Manufacturers
NCCLS   National Committee for Clinical Laboratory Standards
NFPAN   National Fire Protection Association
NFSA    National Fertilizer Solutions Association
NKCA    National Kitchen Cabinet Association
NWMA    National Woodwork Manufacturers Association
NWWDA   National Wood Window and Door Association
RMA     Rubber Manufacturers Association
SBC     SBCC Standard Building Code
SDI     Steel Door Institute
SIA     Scaffold Industry Association
SMA     Screen Manufacturers Association
SPRI    Single-Ply Roofing Institute
TCA     Tile Council of America
UBC     Uniform Building Code

H. Roadways

AREA    American Railway Engineering Association
DOT     Georgia Department of Transportation
SSRBC   Standard Specifications, Construction of Transportation Systems, Georgia Department of Transportation
I. Plumbing

AGA  American Gas Association
NSF  National Sanitation Foundation
PDI  Plumbing Drainage Institute
SPC  SBCC Standard Plumbing Code

1.03 Symbols

Symbols and material legends shall be as scheduled on the Contract Drawings.

END OF SECTION
Part 1  General

1.01  Scope

A. Work under this Section includes all scheduling and administering of pre-construction and progress meetings as herein specified and necessary for the proper and complete performance of this Work.

B. Scheduling and Administration by Project Administrator or Designee:
   1. Prepare agenda.
   2. Make physical arrangements for the meetings.
   3. Preside at meetings.
   4. Record minutes and include significant proceedings and decisions.
   5. Distribute copies of the minutes to participants.

1.02  Preconstruction Conference

A. The Project Administrator shall schedule the preconstruction conference prior to the issuance of the Notice to Proceed.

B. Representatives of the following parties are to be in attendance at the meeting:
   1. Owner.
   2. Project Administrator.
   3. Designer.
   4. Contractor and superintendent.
   5. Major subcontractors.
   6. Representatives of governmental or regulatory agencies when appropriate.

C. The agenda for the preconstruction conference shall consist of the following as a minimum:
   1. Distribute and discuss a list of major subcontractors and a tentative construction schedule.
   2. Critical work sequencing.
3. Designation of responsible personnel and emergency telephone numbers.

4. Processing of field decisions and change orders.


6. Schedule and submittal of shop drawings, product data and samples.

7. Pay request format, submittal cutoff date, paydate and retainage.

8. Procedures for maintaining record documents.

9. Use of premises, including office and storage areas and Owner’s requirements.

10. Major equipment deliveries and priorities.

11. Safety and first aid procedures. Contractor shall present a written safety plan to cover all project related activities per GDOT, FHWA, MUTCD, OSHA and other standards for the following:
   A. Working around heavy equipment
   B. Working near and above roadways
   C. Working near and above waterways
   D. Working near and around overhead utilities/high voltage
   E. Working with rigging and cranes
   F. Working on elevated structures
   G. All other activities

   Safety plan shall be specific to the project and written by experienced safety personnel. Contractor shall provide a copy to all attendees for review and comment prior to submitting a final plan to be incorporated into the project for use.

12. Security procedures. Security procedures shall be incorporated into the safety plan to ensure a safe and secure work zone.

13. Housekeeping procedures.


1.03 Project Coordination Meetings

A. Schedule regular monthly meetings as directed by the Project Administrator.

B. Hold called meetings as the progress of the Work dictates.

C. The meetings shall be held at the location indicated by the Project Administrator.
D. Representatives of the following parties are to be in attendance at the meetings:

1. Project Administrator.
2. Designer.
3. Contractor and superintendent.
4. Major subcontractors as pertinent to the agenda.
5. Owner's representative as appropriate.
6. Representatives of governmental or other regulatory agencies as appropriate.

E. The minimum agenda for progress meetings shall consist of the following:

1. Review and approve minutes of previous meetings.
2. Review work progress since last meeting.
3. Note field observations, problems and decisions.
4. Identify problems which impede planned progress.
5. Review off-site fabrication problems.
6. Review Contractor's corrective measures and procedures to regain plan schedule.
7. Review Contractor's revision to the construction schedule as outlined in the Supplementary Conditions.
8. Review submittal schedule; expedite as required to maintain schedule.
10. Review changes proposed by Owner for their effect on the construction schedule and completion date.
11. Complete other current business.

1.04 Weekly Briefing

The Contractor shall provide to the Owner and Engineer a brief summary of work completed during the past week. A brief summary of the work proposed to be completed during the upcoming week, and any item that needs immediate attention that is hindering progress of the project.
1.05 Other Meetings As Necessary

In accordance with Contact Documents and as may be required by Owner and/or Project Administrator.

END OF SECTION
Part 1  General

1.01  Scope

A. The work under this Section includes preparing, furnishing, distributing, and periodic updating of the construction schedules as specified herein.

B. The purpose of the schedule is to demonstrate that the Contractor can complete the overall Project within the Contract Time and meet all required interim milestones.

1.02  Submittals

A. Overall Project Schedule (OPS)
   1. Submit the schedule within 10 days after date of the Notice to Proceed.
   2. The Project Administrator will review the schedule and return it within 10 days after receipt.
   3. If required, resubmit within 10 days after receipt of a returned copy.

B. Near Term Schedule (NTS)
   1. Submit the first Near Term Schedule within 10 days of the Notice to Proceed.
   2. The Project Administrator will review the schedule and return it within 10 days after receipt.

C. Submit an update of the OPS and NTS with each progress payment request.

D. Submit the number of copies required by the Contractor, plus four copies to be retained by the Project Administrator.

1.03  Approval

Approval of the Contractor’s detailed construction program and revisions thereto shall in no way relieve the Contractor of any of Contractor’s duties and obligations under the Contract. Approval is limited to the format of the schedule and does not in any way indicate approval of, or concurrence with, the Contractor’s means, methods and ability to carry out the Work.

1.04  Overall Project Schedule (OPS)

A. The Contractor shall submit to the Owner for approval a detailed Overall Project Schedule of the Contractor’s proposed operations for the duration of the Project. The OPS shall be in the form of a Gantt/bar chart.
B. Gantt/Bar Chart Schedule

1. Each activity with a duration of five or more days shall be identified by a separate bar. Activities with a duration of more than 20 days shall be sub-divided into separate activities.

2. The schedule shall include activities for shop drawing preparation and review, fabrication, delivery, and installation of major or critical path materials and equipment items.

3. The schedule shall show the proposed start and completion date for each activity. A separate listing of activity start and stop dates and working day requirements shall be provided unless the information is shown in text form on the Gantt/bar chart.

4. The schedule shall identify the Notice to Proceed date, the Contract Completion date, major milestone dates, and a critical path.

5. The schedule shall be printed on a maximum 11 x 17-inch size paper. If the OPS needs to be shown on multiple sheets, a simplified, one page, summary bar chart showing the entire Project shall be provided.

6. The schedule shall have a horizontal time scale based on calendar days and shall identify the Monday of each week.

7. Show Adverse (Abnormal) Weather Days:
   a. Show adverse weather days on the critical path at the end of the project. The number of adverse weather days per month shall not be less than the mean number of days for that particular month in which precipitation meets or exceeds 1/10-inch.
   b. The mean number of days in which the precipitation meets or exceeds 1/10-inch will be based upon actual days precipitation exceed the number of days indicated in paragraph c. below against the monthly precipitation recorded and reported on the following website: http://nowdata.rcc-acis.org/FFC/pubACIS_results
   c. The mean number of days in which the precipitation meets or exceeds 1/10-inch is as follows:
      
      | January: 12 days | April: 8 days  | July: 10 days | October: 7 days |
      |------------------|---------------|--------------|----------------|
      | February: 10 days| May: 9 days   | August: 9 days| November: 9 days|
      | March: 11 days   | June: 10 days | September: 9 days | December: 10 days |
      
   d. The total number of adverse weather days shall be monitored and agreed to monthly. Unused adverse weather days shall not carry over
from month to month. The OPS shall be updated to reflect the accrual of the normal number of adverse weather days and the accrual of days beyond the norm.

7. The schedule shall show the precedence relationship for each activity.

1.05 Near Term Schedule (NTS)

A. The Contractor shall develop and refine a detailed Near Term Schedule showing the day to day activities with committed completion dates which must be performed during the upcoming 30 day period. The detailed schedule shall represent the Contractor's best approach to the Work which must be accomplished to maintain progress consistent with the Overall Project Schedule.

B. The Near Term Schedule shall be in the form of Gantt/bar chart and shall include a written narrative description of all activities to be performed and describe corrective action to be taken for items that are behind schedule.

1.06 Updating

A. Show all changes occurring since previous submission of the updated schedule.

B. Indicate progress of each activity and show actual completion dates.

C. The Contractor shall be prepared to provide a narrative report at the Project Coordination Meetings. The report shall include the following:

1. A description of the overall Project status and comparison to the OPS.
2. Identify activities which are behind schedule and describe corrective action to be taken.
3. A description of changes or revisions to the Project and their effect on the OPS.
4. A description of the Near Term Schedule of the activities to be completed during the next 30 days. The report shall include a description of all activities requiring participation by the Project Administrator, Designer, and/or Owner.

END OF SECTION
Part 1 General

1.01 Scope

A. The Contractor shall furnish all equipment and labor materials required to provide the Owner with digital construction videos and photographs of the Project. Videos shall be in DVD format.

B. Photo and video files shall become the property of the Owner and none of the videos or photographs herein shall be published without express permission of the Owner.

C. Photographically document all phases of the project including preconstruction, construction progress, and post-construction.

D. Photography shall be by a photographer, experienced in shooting interior/exterior construction photos, in daylight and nighttime conditions, and in good and inclement weather. Samples of photographs taken by the photographer shall be submitted to the Project Administrator to determine a minimum level of quality for the project.

E. Project Administrator shall have the right to select the subject matter and vantage point from which photographs are to be taken.

F. All images shall be provided to the Owner free from any copyright or other protection and allow Owner full rights and privileges to use of the photos without compensation or recognition to the photographer.

1.02 Pre and Post Construction Videos and Photographs

A. After Effective Date of the Agreement and prior to the beginning of any work, the Contractor shall take videos and photographs of the work area to record existing conditions.

B. Following completion of the work, another set of videos and photographs shall be made showing the same areas and features as in the pre-construction videos and photographs.

C. All conditions which might later be subject to disagreement shall be shown in sufficient detail to provide a basis for decisions (e.g. all surrounding pavement, pavement in lay-down area, entry and exit drives, existing buildings, etc.).

1.03 Construction Progress Photographs

A. Photographically demonstrate progress of construction, showing every aspect of site and adjacent properties as well as interior and exterior of new or impacted structures. Contractor shall submit a minimum of 50 exposures of differing general construction progress.
B. Concealed Work: Photograph all equipment, buried piping and conduit, walls, in-wall blocking, foundation penetrations, footing/foundation/wall reinforcing steel, under or in concrete slab items, above ceiling work, and/or any other work that will be concealed immediately prior to their being covered. Photographs of concealed items shall show and be able to locate all items that were concealed, including but not limited to conduit, wiring, plumbing, mechanical, blocking or other work that was concealed without having to uncover the work. Contractor shall take and submit as many exposures as necessary to photograph and accurately portray all concealed work required above. Photos of concealed work do not count towards the required number of progress photos and shall be documented separately as concealed work photos.

C. Contractor shall take and submit photographs required by specific sections of Specifications and/or required for specific LEED Credit requirements.

1.04 Aerial Photographs

A. Color aerial photographs of the site shall be taken at six different times, as directed by the Project Administrator, during the duration of the Contract. The first photographs shall be taken within 10 days of the Notice to Proceed, before any site work has begun. The last set shall be taken 10 days after final completion has been achieved.

B. Take a minimum five quality exposures each time -- directly overhead, and from four different directions with subsequent photographs taken from same approximate locations.

C. Locations of the aerial photograph sites shall be coordinated with the Owner.

D. Provide to Project Administrator the electronic images of each original photograph.

1.05 File Format, Media and Submittals

A. The pre-construction photographs shall be submitted to the Project Administrator within 15 calendar days after the date of the Notice to Proceed. Post-construction photographs shall be submitted prior to final acceptance of the Project.

B. Progress photographs shall be submitted no less than monthly and shall be submitted with each payment application. Failure to include all photographs and/or videos will be cause for rejection of the payment application.

C. All photographs and videos shall be taken provided to the Project Administrator with each photographed named in clear naming convention for ease of retrieval. Coordinate naming convention with Project Administrator.

D. Electronic copies (in “jpeg” file format) of all photographs shall be submitted. Files shall be submitted on a USB flash drive. Electronic files of each photo shall be named such that the date and what is being viewed is self evident from the file name. Different types of photos (such as aerial, concealed, progress, pre & post) shall be submitted on separate USB flash drives or specifically separated on the USB flash drive.
Drive by specific folders.

G. Videos shall be in a format viewable by Microsoft Windows Media Player or Apple QuickTime Player, or any standard image player. Audio narration is desirable. Videos shall be submitted with a log of the items recorded and referenced to stations and property numbers.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

END OF SECTION
Part 1 General

1.01 Scope

A. The work under this Section includes administrative and procedural requirements for all submittals to the Project Administrator, including but not limited to administrative documents, close-out documents, manuals, shop drawings, product data and samples required by the Contract Documents.

B. Submittal Contents: The submittal contents required are specified in each section or as required by the Project Administrator.

C. Definitions: Submittals are categorized as follows:

1. Shop Drawings
   a. Shop drawings shall include technical data, drawings, diagrams, procedure and methodology, performance curves, schedules, templates, patterns, test reports, calculations, instructions, measurements and similar information as applicable to the specific item for which the shop drawing is prepared.
   b. Provide newly-prepared information, on reproducible sheets, with graphic information at accurate scale (except as otherwise indicated) or appropriate number of prints hereof, with name or preparer (firm name) indicated. The Contract Drawings shall not be traced or reproduced by any method for use as or in lieu of detailed shop drawings. Show dimensions and note dimensions that are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards and special coordination requirements. Do not allow shop drawing copies without appropriate final “Action” markings by the Project Administrator to be used in connection with the Work.
   c. Drawings shall be presented in a clear and thorough manner. Details shall be identified by reference to sheet and detail, specification section, schedule or room numbers shown on the Contract Drawings.
   d. Minimum assembly drawings sheet size shall be 24-inches by 36-inches.
   e. Minimum detail sheet size shall be 8-1/2-inches by 11-inches.
   f. Minimum Scale:
      i. Civil / Site: 1-inch = 30 feet.
      ii. All others: 1/4-inch = 1 foot.
2. Product Data:
   a. Product data includes standard printed information on materials, products and systems, not specially prepared for this Project, other than the designation of selections from among available choices printed therein.
   
b. Collect required data into one submittal for each unit of work or system, and mark each copy to show which choices and options are applicable to the Project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked and special coordination requirements.

3. Samples
   a. Samples include both fabricated and un-fabricated physical examples of materials, products and units of work, both as complete units and as smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.
   
b. Provide units identical with final condition of proposed materials or products for the work. Include “range” samples, not less than three units, where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide a full set of optional samples where the Project Administrator’s selection is required. Prepare samples to match the Project Administrator's sample where indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations and compliance with standards. Samples shall be submitted to the Project Administrator for review and confirmation of color, pattern, texture and "kind" by the Project Administrator. Project Administrator will note "test" samples, except as otherwise indicated, for other requirements, which are the exclusive responsibility of the Contractor.

4. Administrative and Miscellaneous Submittals all documents related to the carrying out of the Work but that are not directly incorporated into the Work include, but are not limited to, commissioning checklist, performance test reports, warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, statements of applicability, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, security/protection/safety keys and similar information, devices and materials applicable to the Work but not processed as shop drawings, product data or samples, payment applications, Insurance Certificates, Bonds, Permits, list of subcontractors, and/or audits.
D. Resubmissions: Clearly identify each correction or change made.

E. Incomplete Submittal Submissions:
   1. Project Administrator will return entire Submittal for Contractor’s revision/correction and resubmission.
   2. Submittals which do not clearly bear Contractor’s specific written indication of Contractor review and approval of Submittal or which are transmitted with an unsigned or uncertified submission form or as may otherwise be required will be returned to Contractor unreviewed.

F. Nonspecified Submissions: Submissions not required under these Contract Documents and not shown on submissions will not be reviewed and will be returned to Contractor.

G. Project Administrator’s Review: Project Administrator will act upon Contractor’s Submittal and transmit response to Contractor not later than 30 days after receipt, unless otherwise specified. Resubmittals will be subject to same review time.

H. Schedule Delays:
   1. No adjustment of Contract Times or Price will be allowed due to Project Administrator’s review of Submittals, unless all of the following criteria are met:
      a. Contractor has notified Project Administrator in writing that timely review of Submittal in question is critical to progress of Work, and has received Project Administrator’s written acceptance to reflect such on current accepted submissions and progress schedule. Written agreement by Project Administrator to reduce Submittal review time will be made only for unusual and Contractor-justified reasons. Acceptance of a progress schedule containing Submittal review times less than specified or less than agreed to in writing by Project Administrator will not constitute Project Administrator’s acceptance of review times.
      b. Project Administrator has failed to review and return first submission of a Submittal within agreed time indicated on current accepted schedule of submissions or, if no time is indicated thereon, within 30 days after receipt.
      c. Contractor demonstrates that delay in progress of Work is directly attributable to Project Administrator’s failure to return Submittal within time indicated and accepted by Project Administrator.
   2. No adjustment of Contract Times or Price will be allowed due to delays in progress of Work caused by rejection and subsequent resubmission of Submittals, including multiple resubmissions.
1.02 Specific Category Requirements

A. General: Except as otherwise indicated in the individual work sections, comply with general requirements specified herein for each indicated category of submittal.

1. Submittals shall contain:

   a. The date of submittal and the dates of any previous submittals.

   b. The Project title.

   c. Numerical submittal numbers, starting with 1.0, 2.0, etc. Revisions to be numbered 1.1, 1.2, etc.

   d. The Names of:

      i. Contractor

      ii. Supplier

      iii. Manufacturer

   e. Identification of the product, with the Specification section number, permanent equipment tag numbers and applicable Drawing No.

   f. Field dimensions, clearly identified as such.

   g. Relation to adjacent or critical features of the Work or materials.

   h. Applicable standards, such as ASTM or Federal Specification numbers.

   i. Notification to the Project Administrator in writing, at time of submissions, of any deviations on the submittals from requirements of the Contract Documents. The notification of deviation shall be by both written communication separate from the submittal and clearly marked by the Contractor in the body of the submittal. Indicate the reasons for the deviations and the benefits to the Project. This type notification shall not be used for Substitutions, which is specified elsewhere.

   j. Identification of revisions on resubmittals.

   k. An 8-inch by 3-inch blank space for Contractor’s and Project Administrator’s stamps.

   l. Contractor’s stamp, initialed or signed, certifying the Contractor’s review of the submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.
m. Submittal sheets or drawings showing more than the particular item under consideration shall have all but the pertinent description of the item for which review is requested crossed out.

1.03 Routing of Submittals

A. Submittals and routine correspondence shall be routed as follows:

1. Supplier to Contractor (through representative if applicable).
2. Contractor to Project Administrator.
3. Project Administrator to Designer.
4. Designer to Project Administrator.
5. Project Administrator to Contractor and Owner.
6. Contractor to Supplier.

1.04 Schedule of Submittals

A. The Schedule of Submittals shall be created by the Contractor as the complete listing of submittals required for the Project. The Schedule of Submittals will define how the submittals will be numbered and described, and identify how the submittals are to be packaged.

B. See Section 01310.

Part 2 Products

2.01 Shop Drawings

A. Unless otherwise specifically directed by the Project Administrator, make all shop drawings accurately to scale and large enough and in sufficient detail to show all pertinent features of the submitted item and its method of connection to the Work.

B. Submit all shop drawings larger than 11-inch by 17-inch in the form of five clean black and white copies and an electronic copy on compact disk in tif or pdf format. If documents are scanned to create the electronic copy then the scanned files must be at a resolution that allows quality readable reprints to be made by the Project Administrator. Submissions without the electronic copy will be immediately rejected.

C. Submit all shop drawings 11-inch by 17-inch and smaller electronically in tif or pdf format. The drawings shall be reviewed and comments, if any, returned to the Contractor electronically with the status of the submittal indicated. One signed hard copy shall be returned to the Contractor.
2.02 Manufacturer's Literature

A. Where the content of submitted literature from manufacturers includes data not pertinent to this submittal, clearly indicate which portion of the contents is being submitted for the Project Administrator's review.

B. Submit all manufacturer's literature electronically in pdf format with all of the indications of what is being submitted for review shown on the pdf. The literature shall be reviewed and comments, if any, returned to the Contractor electronically with the status of the submittal indicated. One signed hard copy shall be returned to the Contractor.

2.03 Samples

A. Samples shall illustrate materials, equipment or workmanship and established standards by which completed work is judged.

B. Unless otherwise specifically directed by the Project Administrator, all samples shall be of the precise article proposed to be furnished.

C. Submit all samples in the quantity which is required to be returned plus two samples which will be retained by the Project Administrator. Samples shall be reviewed and comments, if any, returned to the Contractor electronically with the status of the submittal indicated.

2.04 Colors

A. Wherever a choice of color or pattern is available in a specified product, submit accurate color charts and pattern charts to the Project Administrator for review and selection, including when the precise color and pattern is specifically described in the Contract Documents.

B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited to the installation, completely describe the relative costs and capabilities of each.

C. Submit the number of color and pattern charts that are desired by the Contractor to be returned plus three charts to be retained by the Project Administrator.

2.05 Administrative and Miscellaneous Submittals

A. Copies: Submit ten, unless specifically directed by the Project Administrator to provide less.

B. Description: Submittals that are not Shop Drawings or Samples, or that do not reflect quality of product or method of construction. May include, but not limited to those Submittals identified below.

C. Applications for Payment of Cash Allowance Values shall be coordinated with Owner.
D. Construction Photographs and Video: In accordance with Section 01320 and as may otherwise be required in the Contract Documents.

E. Progress Reports and Quantity Charts: As may be required in Section 01310.

F. Schedules:

1. Progress Schedule(s): Meet the requirements of Section 01310.

2. Schedule of Values: Meet requirements of Section 01310.

3. Schedule of Submittals: Meet the requirements of Section 01310 and as specified below:

   a. The Contractor will prepare and submit a Schedule of Submittals grouped by Specification section number, with identification, numbering and tracking system as determined by the Project Administrator.

   b. Schedule of Submittals shall include all submittals required to be submitted during the course of the Work.

   c. The Contractor shall coordinate submissions with the progress schedule and shall provide the following:

      i. Estimated submission date to Project Administrator.

      ii. Specifically requested and clearly identified Project Administrator review time if shorter than that set forth herein, with justification for such request and critical dates Submittals will be needed from Project Administrator.

      iii. For first 6-month period from the date the Contract Times commence or following any update or adjustment of the submissions, the estimated submission date shall be week, month, and year; for submissions beyond 6-month time period, show closest month and year.

   d. Submit to Project Administrator monthly:

      i. Update Schedule of Submittals as occur and as items are submitted and returned. Otherwise, submit a written notice that no changes have occurred.

      ii. Adjusted submissions reflecting submission activity planned for forthcoming 6-month time period and beyond. Coordinate with progress schedule updates.

G. Training Materials: Meet the requirements of Section 01645.
H. Submittals Required by Laws, Regulations, and Governing Agencies:

1. Submit promptly notifications, reports, certifications, payrolls, and otherwise as may be required, directly to the applicable federal, state, or local governing agency or their representative.

2. Transmit to Project Administrator for Owner’s records one copy of correspondence and transmittals (to include enclosures and attachments) between Contractor and any governing agency.

2.06 Quality Control Submittals

A. Certificates:

1. Manufacturer’s Certificate of Compliance: As specified in Section 01645.

2. Certificates of Successful Testing or Inspection: Submit when testing or inspection is required by Laws and Regulations or governing agency or specified in the individual Specification sections.

3. Manufacturer’s Certificate of Proper Installation: As specified in Section 01645.

B. Operation and Maintenance Manual: As required in Section 01730.

C. Statements of Qualification: Evidence of qualification, certification, or registration. As required in these Contract Documents to verify qualifications of professional land surveyors, Project Administrators, materials testing laboratories, specialty Subcontractors, trades, specialists, consultants, installers, and other professionals. Reference paragraph 1.01.A.51 of Supplementary Conditions for the definition of Specialist.

D. Field Samples and/or Mock-ups: Provide as required by individual Specifications and as may be required by Project Administrator during progress of Work.

E. Written Test Reports of Each Test and Inspection: As a minimum, include the following:

1. Date of test and date issued, Project title and number, testing laboratory name, address, and telephone number, and name and signature of laboratory inspector.

2. Date and time of sampling or inspection and record of temperature and weather conditions.

3. Identification of product and Specification section, location of Sample, test or inspection in the Project, type of inspection or test with referenced standard or code, certified results of test.
4. Compliance with Contract Documents, and identifying corrective action necessary to bring materials and equipment into compliance.

5. Provide an interpretation of test results, when requested by Project Administrator.

F. Disposition: Project Administrator will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:

1. Accepted:
   a. Acceptance will indicate that Submittal conforms to intent of Contract Documents as to form and substance.
   b. Contractor may proceed to perform Submittal related Work.
   c. One copy furnished Owner.
   d. One copy retained in Project Administrator’s file.
   e. Remaining copies returned to Contractor appropriately annotated.

2. Rejected as Noted:
   a. One copy retained in Project Administrator’s file.
   b. Remaining copies returned to Contractor appropriately annotated.
   c. Contractor shall revise/correct or develop replacement and resubmit.

2.07 Contract Closeout Submittals

A. General: In accordance with Section 01780.

B. Disposition: Project Administrator will review, stamp, and indicate requirements for resubmission or acceptance on Submittal as follows:

1. Accepted:
   a. Acceptance will indicate that Submittal conforms to intent of Contract Documents as to form and substance.
   b. Contractor may proceed to perform Submittal related Work.
   c. One copy furnished Owner.
   d. One copy retained in Project Administrator’s file.
Part 3  Execution

3.01  Contractor's Coordination of Submittals

A.  Prior to submittal for the Project Administrator's review, the Contractor shall use all means necessary to fully coordinate all material, including the following procedures:

1.  Determine and verify all field dimensions and conditions, catalog numbers and similar data.

2.  Coordinate as required with all trades and all public agencies involved.

3.  Submit a written statement of review and certification of compliance with the requirements of all applicable technical Specifications as well as the requirements of this Section. Contractor's certification to include the following clause:

   CONTRACTOR hereby certifies that (i) CONTRACTOR has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

   By:___________________________________
   CONTRACTOR (Authorized Signature)

4.  Clearly indicate in a letter or memorandum on the manufacturer's or fabricator's letterhead, all deviations from the Contract Documents. Clearly mark the deviation in the body of the submittal and state the deviation on the transmittal form of the submittal. Describe the benefits and reasons for the deviation.

B.  Each and every copy of the shop drawings and data shall bear the Contractor's stamp showing that they have been so checked. Submittals sent to the Project Administrator without the Contractor's stamp will be returned to the Contractor for conformance with this requirement.

C.  The Owner, at its sole discretion, may backcharge "set-offs" the Contractor for costs associated with having to review a particular shop drawing, product data or sample more than two times to receive a "No Exceptions Taken" mark.
D. Packaging of Submittals:

1. Submittals shall be packaged. Submittals in packages shall be submitted simultaneously. Unless otherwise specifically permitted by the Project Administrator, make all submittals in packages containing all submittals indicated by the Schedule of Submittals to be packaged together.

2. No review will be given to partial submittals or incomplete packages of submittals. It is the Contractor's responsibility to assemble the shop drawings for interconnecting and interdependent items, check them and then make one submittal to the Project Administrator along with Contractor's comments as to compliance, non-compliance or features requiring special attention.

E. Design Data: When specified, provide Project-specific information as required and as necessary to clearly show calculations, dimensions, logic and assumptions, and referenced standards and codes upon which design is based.

F. Foreign Manufacturers: Not allowed

G. Preparation:

1. Format: Whenever possible, schedule for and combine Shop Drawings and Samples required for submission in each Specification section or division into a single Submittal package. Also combine product data for like items into a single Submittal package.

2. Present in a clear and thorough manner and of sufficient detail to show kind, size, arrangement, and function of components, materials, and devices and compliance with Contract Documents. Identify details by reference to sheet and detail, and schedule or room numbers shown on Drawings.

3. All Drawings shall be drawn to scale.

4. Product Data: Clearly mark each copy to identify pertinent products or models and show performance characteristics and capacities, dimensions and clearances required, wiring or piping diagrams and controls, and external connections, anchorage, and supports required.

5. Equipment and Component Titles: Identical to title shown on Drawings.

6. Manufacturer's standard schematic drawings, diagrams, and product data as follows:
   a. Modify to delete information that is not applicable to Work.
   b. Supplement standard information to provide information specifically applicable to Work.
3.02 Timing of Submittals

A. Make all submittals far enough in advance of scheduled dates for installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery. Time lost due to unacceptable submittals shall be the Contractor's responsibility.

B. In scheduling, allow sufficient time for the Project Administrator's review following the receipt of the submittal.

3.03 Reviewed Submittals

A. Project Administrator Review

1. Allow a minimum of 30 days for the Project Administrator's initial processing of each submittal requiring review and response, except allow longer periods where processing must be delayed for coordination with subsequent submittals. The Project Administrator will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow a minimum of 30 days for reprocessing each submittal requiring coordination. Advise the Project Administrator on each submittal as to whether processing time is critical to progress of the Work, and therefore the Work would be expedited if processing time could be foreshortened.

2. Acceptable submittals with no review comment will be marked “No Exceptions Taken” (“NET”). A submittal with an “NET” status shall not be resubmitted. A minimum of three copies will be retained by the Project Administrator for Project Administrator's and the Owner's use and the remaining copies will be returned to the Contractor.

3. Acceptable submittals with a minor comment or comments offered merely to alert the Contractor to some issue or provide information will be marked “No Exceptions Taken with Comment” (“NETC”). A submittal with an “NETC” status shall not be resubmitted.

4. Submittals requiring minor corrections before the product is acceptable will be marked “Make Corrections Noted”. The Contractor may order, fabricate and ship the items included in the submittals, provided the indicated corrections are made. Drawings must be resubmitted for review and marked "No Exceptions Taken" prior to installation or use of products.

5. Submittals marked “Amend and Resubmit” must be revised to reflect required changes and the initial review procedure repeated.

6. Submittals marked “Rejected - See Remarks” notation is used to indicate products which are not acceptable. Upon return of a submittal so marked, the
Contractor shall repeat the initial review procedure utilizing acceptable products.

7. Only two copies of items marked "Amend and Resubmit" and "Rejected - See Remarks" will be reviewed and marked. One copy will be retained by the Project Administrator and the other copy with all remaining unmarked copies will be returned to the Contractor for resubmittal.

B. No work or products shall be installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of current submittals indicating the review status established by the Project Administrator.

C. Substitutions: In the event the Contractor obtains the Project Administrator's approval for the use of products other than those which are listed first in the Contract Documents, the Contractor shall, at the Contractor's own expense and using methods approved by the Project Administrator, make any changes to structures, piping and electrical work that may be necessary to accommodate these products.

D. Use of the “No Exceptions Taken” notation on shop drawings or other submittals is general and shall not relieve the Contractor of the responsibility of furnishing products of the proper dimension, size, quality, quantity, materials and all performance characteristics, to efficiently perform the requirements and intent of the Contract Documents. The Project Administrator's review shall not relieve the Contractor of responsibility for errors of any kind on the submittals. Review is intended only to assure conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site. The Contractor is also responsible for information that pertains solely to the fabrication processes or to the technique of construction and for the coordination of the work of all trades.

3.04 Resubmission Requirements

A. Shop Drawings

1. Revise initial drawings as required and resubmit as specified for initial submittal, with the resubmittal number shown.

2. Indicate on drawings all changes which have been made other than those requested by the Project Administrator.

B. Project Data and Samples: Resubmit new data and samples as specified for initial submittal, with the resubmittal number shown.

END OF SECTION
Part 1 General

1.01 Scope

A. This Section includes testing which the Owner may require, beyond that testing required of the manufacturer, to determine if materials provided for the Project meet the requirements of these Specifications.

B. This work also includes all testing required by the Owner to verify work performed by the Contractor is in accordance with the requirements of these Specifications, i.e., concrete strength and slump testing, soil compaction, etc.

C. This work does not include materials testing required in various sections of these Specifications to be performed by the manufacturer, e.g., testing of pipe.

D. The testing laboratory or laboratories will be selected by the Owner. The testing laboratory or laboratories will work for the Owner.

E. All testing shall meet the requirements outline in the GDOT Sampling, Testing, and Inspection Guide and other applicable GDOT standards.

1.02 Payment for Testing Services

A. The cost of testing services required by the Contract to be provided shall be paid for by the Owner, i.e., concrete testing, soil compaction, and asphalt testing.

B. The cost of additional testing services not specifically required in the Specifications, but requested by the Owner or Project Administrator, shall be paid for by the Owner.

C. The cost of material testing described in various sections of these Specifications or as required in referenced standards to be provided by a material manufacturer, shall be included in the price bid for that item and shall not be paid for by the Owner.

D. The cost of retesting any item that fails to meet the requirements of these Specifications shall be paid for by the Contractor. Retesting shall be performed by the testing laboratory working for the Owner.

1.03 Laboratory Duties

A. Cooperate with the Owner, Project Administrator and Contractor.

B. Provide qualified personnel promptly on notice.

C. Perform specified inspections, sampling and testing of materials.

1. Comply with specified standards, ASTM, other recognized authorities, and as specified.

D. Promptly notify the Project Administrator and Contractor of irregularity or deficiency of work which are observed during performance of services.

E. Promptly submit three copies (one copy to the Project Administrator, one copy to the Design Professional and one copy to the Contractor) of report of inspections and tests in addition to those additional copies required by the Contractor with the following information included:

1. Date issued
2. Project title and number
3. Testing laboratory name and address
4. Name and signature of inspector
5. Date of inspection or sampling
6. Record of temperature and weather
7. Date of test
8. Identification of product and Specification section
9. Location of Project
10. Type of inspection or test
11. Results of test
12. Observations regarding compliance with the Contract Documents

F. Perform additional services as required.

G. The laboratory is not authorized to release, revoke, alter or enlarge on requirements of the Contract Documents, or approve or accept any portion of the Work.

1.04 Contractor Responsibilities

A. Cooperate with laboratory personnel; provide access to Work and/or manufacturer's requirements.

B. Provide to the laboratory, representative samples, in required quantities, of materials to be tested.

C. Furnish copies of mill test reports.
D. Furnish required labor and facilities to:

1. Provide access to Work to be tested;
2. Obtain and handle samples at the site;
3. Facilitate inspections and tests;
4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.

E. Notify the testing agency/laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.

F. Laboratory Tests: Where such inspection and testing are to be conducted by an independent laboratory agency, the sample(s) shall be selected by such laboratory or agency, or the Project Administrator, and shipped to the laboratory by the Contractor at Contractor's expense.

G. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Project Administrator.

1.05 Quality Assurance

Testing shall be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM) and GDOT Office of Materials Policies and Procedures.

1.06 Product Handling

Promptly process and distribute all required copies of test reports and related instructions to insure all necessary retesting or replacement of materials with the least possible delay in the progress of the Work.

1.07 Furnishing Materials

The Contractor shall be responsible for furnishing all materials and equipment necessary for testing, including safety equipment.

1.08 Contractor's Convenience Testing

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

1.09 Taking Specimens
Unless otherwise provided in the Contract Documents, all specimens and samples for tests will be taken by the testing laboratory or the Project Administrator.

1.10 Transporting Samples

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.

END OF SECTION
Part 1  General

1.01  Scope

A. Temporary facilities required for this work include, but are not necessarily limited to:

1. Temporary utilities such as water and electricity.
2. First aid facilities.
4. Potable water.
5. Temporary enclosures and construction facilities.

1.02  General

A. First aid facilities, sanitary facilities and potable water shall be available on the Project site on the first day that any activities are conducted on site. The other facilities shall be provided as the schedule of the Project warrants.

B. Maintenance: Use all means necessary to maintain temporary facilities in proper and safe condition throughout progress of the Work. In the event of loss or damage, immediately make all repairs and replacements necessary, at no additional cost to the Owner.

C. Removal: Remove all such temporary facilities and controls as rapidly as progress of the Work will permit.

1.03  Utilities

A. Temporary Utilities

1. General

a. Provide and pay all costs for all water, electricity and other utilities required for the performance of the Work.

b. Pay all costs for temporary utilities until Project completion.

c. Costs for temporary utilities shall include all power, water and the like necessary for testing equipment as required by the Contract Documents.
2. **Temporary Potable Water**: Provide all necessary temporary piping, and upon completion of the Work, remove all such temporary piping. Provide and remove water meters.

3. **Non-potable Water**: Provide non-potable water for all construction related activities that require water use but don’t specifically require potable water (e.g. dust control or pavement wash down). Contractor responsible for locating, purchasing, permitting (if necessary), and transporting non-potable water to the project as may be necessary to complete the Work when watering restrictions are in place. Contractor shall provide documentation to the Project Administrator to verify location and manner in which non-potable water is being obtained.

4. **Temporary Electricity**
   a. Provide all necessary wiring for the Contractor’s use.
   b. Furnish, locate and install area distribution boxes such that the individual trades may use, their own construction type extension cords to obtain adequate power, and artificial lighting at all points where required by inspectors and for safety.

1.04 **First Aid Facilities**

The Contractor shall provide a suitable first aid station, equipped with all facilities and medical supplies necessary to administer emergency first aid treatment. The Contractor shall have standing arrangements for the removal and hospital treatment of any injured person. All first aid facilities and emergency ambulance service shall be made available by the Contractor to the Owner and the Project Administrator’s personnel.

1.05 **Sanitary Facilities**

Prior to starting the Work, the Contractor shall furnish, for use of Contractor’s personnel on the job, all necessary toilet facilities which shall be secluded from public observation. These facilities shall be either chemical toilets or shall be connected to the Owner’s sanitary sewer system. All facilities, regardless of type, shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the area in which the Work is performed. Adequacy of these facilities will be subject to the Project Administrator’s review and maintenance of same must be satisfactory to the Project Administrator at all times.

1.06 **Potable Water**

The Contractor shall be responsible for furnishing a supply of potable drinking water for employees, subcontractors, inspectors, Project Administrators and the Owner who are associated with the Work.

1.07 **Enclosures and Construction Facilities**
Furnish, install and maintain for the duration of construction, all required scaffolds, tarpaulins, canopies, steps, bridges, platforms and other temporary construction necessary for proper completion of the Work in compliance with all pertinent safety and other regulations.

1.08 Parking Facilities

Parking facilities for the Contractor's and Contractor's subcontractors' personnel shall be the Contractor's responsibility. The storage and work facilities provided by the Owner will not be used for parking by the Contractor's or subcontractor's personnel.

END OF SECTION
Part 1  General

1.01  Barricades, Lights, and Signals

   A.  The Contractor shall furnish and erect such barricades, fences, lights, and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.

   B.  The Contractor will be held responsible for all damage to the Work due to failure of barricades, signs and lights and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the Project has been accepted by the Owner.

   C.  The Contractor shall be responsible for general public safety. The project should be considered an attractive nuisance and provide appropriate security measures to prevent access to the work area.

END OF SECTION
Part 1  General

1.01  Scope

Limit blowing dust caused by construction operations by employing other appropriate means or methods to maintain dust control, subject to the approval of the Owner. As a minimum, this may require the use of a water wagon/sprayer twice a day to suppress dusty conditions. Any water used for the purposes of dust control shall be non-potable and shall be provided by the Contractor.

1.02  Protection of Adjacent Property

A. The Bidders shall visit the site and note the buildings, landscaping, roads, parking areas and other facilities near the Work site that may be damaged by their operations. The Contractor shall make adequate provision to fully protect the surrounding area and will be held fully responsible for all damages resulting from Contractor's operations.

B. Protect all existing facilities (indoors or out) from damage by dust, fumes, spray or spills (indoors or out). Protect motors, bearings, electrical gear, instrumentation and building or other surfaces from dirt, dust, welding fumes, paint spray, spills or droppings causing wear, corrosion, malfunction, failure or defacement by enclosure, sprinkling or other dust palliatives, masking and covering, exhausting or containment.
Section 01610
Transportation and Handling

Part 1  General

1.01  Scope

A. The Contractor shall provide transportation of all equipment, materials and products furnished under these Contract Documents to the Work site. In addition, the Contractor shall provide preparation for shipment, loading, unloading, handling and preparation for installation and all other work and incidental items necessary or convenient to the Contractor for the satisfactory prosecution and completion of the Work.

B. All equipment, materials and products damaged during transportation or handling shall be repaired or replaced by the Contractor at no additional cost to the Owner prior to being incorporated into the Work.

1.02  Transportation

A. All equipment shall be suitably boxed, crated or otherwise protected during transportation.

B. Where equipment will be installed using existing cranes or hoisting equipment, the Contractor shall ensure that the weights of the assembled sections do not exceed the capacity of the cranes or hoisting equipment.

C. Small items and appurtenances such as gauges, valves, switches, instruments and probes which could be damaged during shipment shall be removed from the equipment prior to shipment, packaged and shipped separately. All openings shall be plugged or sealed to prevent the entrance of water or dirt.

1.03  Handling

A. All equipment, materials and products shall be carefully handled to prevent damage or excessive deflections during unloading or transportation.

B. Lifting and handling drawings and instructions furnished by the manufacturer or supplier shall be strictly followed. Eye bolts or lifting lugs furnished on the equipment shall be used in handling the equipment. Shafts and operating mechanisms shall not be used as lifting points. Spreader bars or lifting beams shall be used when the distance between lifting points exceeds that permitted by standard industry practice.

C. Under no circumstances shall equipment or products such as pipe, structural steel, castings, reinforcement, lumber, piles, poles, etc., be thrown or rolled off of trucks onto the ground.

D. Slings and chains shall be padded as required to prevent damage to protective coatings and finishes.
1.04 Owner Furnished Equipment

A. Owner furnished equipment shall mean any Owner equipment purchased and required by these Specifications to be installed by the Contractor.

B. The Owner shall be responsible for transportation to the site of all Owner furnished equipment.

C. The Contractor shall off load and store all Owner furnished equipment per this Section of these Specifications.

END OF SECTION
Part 1   General

1.01   Scope

A. The work under this Section includes, but is not necessarily limited to, the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the Work.

B. The Contractor shall be responsible for selecting and securing a storage site or sites necessary for the construction of this Project.

1.02   Storage and Protection

A. Storage

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the Project Administrator.

2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the Owner.

3. Packaged materials shall be delivered in original unopened containers and so stored until ready for use.

4. All materials shall meet the requirements of these Specifications at the time that they are used in the Work.

5. Store products in accordance with manufacturer’s instructions.

B. Protection

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed work and materials of all other trades.

2. All materials shall be delivered, stored and handled to prevent the inclusion of foreign materials and damage by water, breakage, vandalism or other causes.

3. Substantially constructed weathertight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.

C. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the Project Administrator and at no additional cost to the Owner.
D. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending between supports. Items such as pipe, structural steel and sheet construction products shall be stored with one end elevated to facilitate drainage.

E. Unless otherwise permitted in writing by the Project Administrator, building products and materials such as cement, grout, plaster, gypsumboard, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block and structural tile may be stored outdoors under a properly secured waterproof covering.

F. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 Extended Storage

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

1.04 Owner Furnished Equipment

The Contractor shall provide storage and protection for all Owner furnished equipment and materials, including extended storage as specified above.

END OF SECTION
Part 1 General

1.01 Scope

This Section outlines the restrictions and requirements for substitutions, product and manufacturer options, and construction method options.

1.02 Definitions

A. For the purposes of these Contract Documents, a "substitute item" shall be defined as one of the following:

1. A product or manufacturer offered as a replacement to a specified product or manufacturer.

2. A product or manufacturer offered in addition to a specified product or manufacturer.

B. For the purposes of these Contract Documents, a "substitute construction method" shall be defined as one of the following:

1. A mean, method, technique, sequence or procedure of construction offered as a replacement for a specified mean, method, technique, sequence or procedure of construction.

2. A mean, method, technique, sequence or procedure of construction offered in addition to a specified mean, method, technique, sequence or procedure of construction.

1.03 General

A. An item or construction method, which is offered where no specific product, manufacturer, mean, method, technique, sequence or procedure of construction is specified or shown on the Drawings, shall not be considered a substitute and shall be at the option of the Contractor, subject to the provisions in the Contract Documents for that item or construction method.

B. For products specified only by a referenced standard, the Contractor may select any product by any manufacturer, which meets the requirements of the Specifications, unless indicated otherwise in the Contract Documents.

C. If the manufacturer is named on the Drawings or in the Specifications as an acceptable manufacturer, products of that manufacturer meeting all requirements of the Specifications and Drawings are acceptable.

D. Whenever the Designer's design is based on a specific product of a particular manufacturer, that manufacturer will be shown on the Drawings and/or listed first in the
list of approved manufacturers in the Specifications. Any Bidder intending to furnish products of other than the first listed manufacturer, or furnish substitute items, shall

1. Verify that the item being furnished will fit in the space allowed, perform the same functions and have the same capabilities as the item specified.

2. Include in its Bid the cost of all accessory items which may be required by the other listed substitute product,

3. Include the cost of any architectural, structural, mechanical, piping, electrical or other modifications required, and

4. Include the cost of required additional work by the Project Administrator, if any, to accommodate the item.

E. Whenever a product specification includes minimum experience requirements which the manufacturer selected by the Contractor cannot meet, the manufacturer shall furnish the Owner with a cash deposit, or bond acceptable to the Owner in an amount equal to the cost of the product, which shall remain in effect until the experience requirement has been met.

1.04 Approvals

A. Approval, of a substitution as an acceptable manufacturer, of the Project Administrator is dependent on determination that the product offered

1. Is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and

2. Will require no major modifications to structures, electrical systems, control systems or piping systems.

1.05 Substitutions and Options

A. After Notice to Proceed

1. Substitute items will be considered only if the term "equal to" precedes the names of acceptable manufacturers in the Specification.

2. Where items are specified by referenced standard or specified as indicated in Article 1.03, Paragraph A. above, such items shall be submitted to the Project Administrator for review.

3. The Contractor shall submit shop drawings on the substitute item for the Project Administrator’s review in accordance with the Section 01340.
B. Prior to Opening of Bids

1. No consideration or approvals will be made for products specified by a referenced standard, or specified as indicated in Article 1.03, Paragraph A. above. Such consideration may occur only after the Notice to Proceed.

2. No consideration or approvals will be made for products being offered where the term "equal to" precedes the name of an approved product. Such substitution consideration may occur only after the Notice to Proceed.

END OF SECTION
Part 1  General

1.01  Scope

This Section covers the general cleaning which the Contractor shall be required to perform both during construction and before final acceptance of the Project unless otherwise shown on the Drawings or specified elsewhere in these Specifications.

1.02  Quality Assurance

A. Daily, and more often if necessary, conduct inspections verifying that requirements of cleanliness are being met.

B. In addition to the standards described in this Section, comply with all pertinent requirements of governmental agencies having jurisdiction.

1.03  Hazard Control

A. The Contractor shall store volatile wastes in covered metal containers and remove from premises daily.

B. The Contractor shall prevent accumulation of wastes which create hazardous conditions.

C. Burning or burying rubbish and waste materials on the site shall not be allowed.

D. Disposal of volatile wastes into sanitary or storm sewers shall not be allowed.

1.04  Disposal of Surplus Materials

A. Unless otherwise shown on the Drawings, specified or directed, the Contractor shall legally dispose off the site all surplus excavated materials and materials and equipment from demolition and shall provide Contractor's own suitable, off-site spoil area, or utilize a site designated by the Owner.

B. The Owner shall have the opportunity to inspect any removed equipment or materials prior to disposal by the Contractor. If said equipment and/or materials are determined to be salvageable by the Owner, the Contractor shall transport said equipment and material to a building or area designated by the Owner.

Part 2  Products

2.01  Cleaning Materials and Equipment

Provide all required personnel, equipment and materials needed to maintain the specified standard of cleanliness.
2.02 Compatibility

Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material or as approved by the Project Administrator.

Part 3 Execution

3.01 Progress Cleaning

A. General

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic and providing the required protection of materials.

2. Do not allow the accumulation of scrap, debris, waste material and other items not required for construction of this Work.

3. At least each week, and more often if necessary, completely remove all scrap, debris and waste material from the job site.

4. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.

B. Site

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.

2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site; restack or otherwise service all arrangements to meet the requirements of paragraph 3.01 above.

3. At all times maintain the site in a neat and orderly condition which meets the approval of the Project Administrator.

3.02 Final Cleaning

A. Definitions: Except as otherwise specifically provided, "clean" for the purpose of this Section shall be interpreted as meaning the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.

B. General: Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste. Conduct final progress cleaning as described in 3.01 above.
C. Site: Unless otherwise specifically directed by the Project Administrator, hose down all paved areas on the site and all public sidewalks directly adjacent to the site; rake clean other surfaces of the grounds. Completely remove all resultant debris.

D. Restoration of Landscape Damage: Any landscape feature scarred or damaged by the Contractor's equipment or operations shall be restored as nearly as possible to its original condition at the Contractor's expense. The Project Administrator will decide what method of restoration shall be used.

E. Post-Construction Cleanup or Obliteration: The Contractor shall obliterate all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction, as directed by the Project Administrator.

F. Timing: Schedule final cleaning as approved by the Project Administrator to enable the Owner to accept a completely clean Project.

3.03 Cleaning During Owner's Occupancy

Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be as determined by the Project Administrator in accordance with the Supplementary Conditions of the Contract Documents.

END OF SECTION
Part 1 General

1.01 Scope

A. The work under this Section includes, but is not necessarily limited to, the compiling, maintaining, recording and submitting of project record documents as herein specified.

B. Record documents include, but are not limited to:

1. Drawings;
2. Specifications;
3. Change orders and other modifications to the Contract;
4. Project Administrator field orders or written instructions, including Requests for Information (RFI) and Clarification Memorandums;
5. Reviewed shop drawings, product data and samples;
6. Test records.

C. The Contractor shall maintain on the Project site throughout the Contract Time an up to date set of Record Drawings.

1.02 Maintenance of Documents and Samples

A. Storage

1. Store documents and samples in the Contractor's field office, apart from documents used for construction.

2. Provide files and racks for storage of documents.

3. Provide locked cabinet or secure storage space for storage of samples.

B. File documents and samples in accordance with format of these Specifications.

C. Maintenance

1. Maintain documents in a clean, dry, legible condition and in good order.

2. Do not use record documents for construction purposes.

3. Maintain at the site for the Owner one copy of all record documents.
Record Documents

D. Make documents and samples available at all times for inspection by Project Administrator.

E. Failure to maintain the Record Documents in a satisfactory manner may be cause for withholding of a certificate for payment.

1.03 Quality Assurance

A. Unless noted otherwise, Record Drawings shall provide dimensions, distances and coordinates to the nearest 0.1 foot.

B. Unless noted otherwise, Record Drawings shall provide elevations to the nearest 0.01 foot for all pertinent items constructed by the Contractor. Spot Elevations for earth or placed items (e.g. rip rap) shall be to the nearest 0.1 foot.

C. The Contractor shall employ a currently registered surveyor to prepare the Record Drawings from a post-construction, field run survey. The survey shall include existing facilities in the project area utilizing the tolerances noted above.

D. The survey data shall be in state plane coordinates and elevation datum.

1.04 Recording

A. Label each document "PROJECT RECORD" in neat, large printed letters.

B. Recording

1. Record information concurrently with construction progress.

2. Do not conceal any work until required information is recorded.

1.05 Record Drawings

A. Record Drawings shall be reproducible, shall have a title block indicating that the drawings are Record Drawings, the name of the company preparing the Record Drawings, and the date the Record Drawings were prepared. The Contractor will be provided paper sepias of the Drawings, or it may elect to provide reproducible drawings via another method. Reproducible shall be defined as being translucent so as to allow a blueline print to be produced.

B. Legibly mark drawings to record actual construction, including:

1. All Construction

   a. Changes of dimension and detail.

   b. Changes made by Requests for Information (RFI), field order, clarification memorandums or by change order.
c. Details not on original Drawings.

2. Site Improvements, Including Underground Utilities

a. Horizontal and vertical locations of all exposed and underground utilities and appurtenances, both new facilities constructed and those utilities encountered, referenced to permanent surface improvements.

b. Location of and dimensions of roadways and parking areas, providing dimensions to back of curb when present.

c. The locations shall be referenced to at least two easily identifiable, permanent landmarks (e.g., power poles, valve markers, etc.) or benchmarks.

d. The Record Drawings shall include the horizontal angle and distance between manhole covers.

C. Record drawings and an IBM compatible disk formatted in Autocad or Intergraph microstation shall be submitted to the Owner by the Contractor. Requirements are as follows:

1. Wastewater System Record Drawings

a. Submit to the Owner two blueline copies and one reproducible copy depicting both plan and profile of sewer mains. Plans should show location of manholes, station number and invert elevation of manholes.

b. Wyes or service connections shall be shown on the plan and shall be assigned a station number or be shown as a distance from nearest downstream manhole. Any service line laid out of a wye shall be shown and length of service line shall be shown.

c. Profile of sewer mains shall show ground contours, manhole locations, station numbers, invert elevations of manholes, and grade of sewer main.

d. Lot numbers and block letters shall be shown.

D. The Owner will review all as-builds for acceptability.

1.06 Specifications

A. Legibly mark each section to record:

1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
2. Changes made by Requests for Information (RFI), field order, clarification memorandums, or by change order.

1.07 Submittal

A. At contract closeout, deliver Record Documents to the Project Administrator for the Owner.

B. Accompany submittal with transmittal letter, in duplicate, containing:

1. Date
2. Project title and number
3. Contractor’s name and address
4. Title and number of each record document
5. Signature of Contractor or Contractor’s authorized representative

END OF SECTION
Part 1 General

1.01 Project Maintenance and Warranty

A. Maintain and keep in good repair the Work covered by these Drawings and Specifications until acceptance by the Owner.

B. The Contractor shall warrant for a period of two years from the date of Final Payment for the Project, as defined in the Contract Documents, that the completed Work is free from all defects due to faulty products or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects. All other equipment or system specific warranties in excess of the one year Contractor warranty shall all begin on the date of Final Payment for the project. In the event equipment suppliers, manufacturers, subcontractors require warranty periods to begin prior to the Project Final Payment the Contractor shall be required to provide the additional warranty period services for the full period of time required after Final Payment.

C. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect throughout the entire Warranty Period.

D. The Contractor shall not be obligated to make replacements which become necessary because of ordinary wear and tear, or as a result of improper operation or maintenance, or as a result of improper work or damage by another Contractor or the Owner, or to perform any work which is normally performed by a maintenance crew during operation.

E. The Contractor shall, at Contractor's own expense, furnish all labor, materials, tools and equipment required and shall make such repairs and removals and shall perform such work or reconstruction as may be made necessary by any structural or functional defect or failure resulting from neglect, faulty workmanship or faulty materials, in any part of the Work performed by the Contractor. Such repair shall also include refilling of trenches, excavations or embankments which show settlement or erosion after backfilling or placement.

F. Except as noted on the Drawings or as specified, all structures such as embankments and fences shall be returned to their original condition prior to the completion of the Contract. Any and all damage to any facility not designated for removal, resulting from the Contractor's operations, shall be promptly repaired by the Contractor at no cost to the Owner.

G. The Contractor shall be responsible for all road and entrance reconstruction and repairs and maintenance of same for the same period of one year from the date of Final Payment. In the event the repairs and maintenance are not made immediately
and it becomes necessary for the owner of the road to make such repairs, the Contractor shall reimburse the owner of the road for the cost of such repairs.

H. In the event the Contractor fails to proceed to remedy the defects upon notification within 15 days of the date of such notice, the Owner reserves the right to cause the required materials to be procured and the work to be done, as described in the Drawings and Specifications, and to hold the Contractor and the sureties on Contractor's bond liable for the cost and expense thereof.

I. Notice to Contractor for repairs and reconstruction will be made in the form of a registered letter addressed to the Contractor at Contractor's home office.

J. Neither the foregoing paragraphs nor any provision in the Contract Documents, nor any special guarantee time limit implies any limitation of the Contractor's liability within the law of the State of Georgia.

END OF SECTION
Part 1 General

1.01 Submittals

A. Quality Control Submittals: Written procedures for maintaining and markup of Record Documents.

B. Contract Closeout Submittals: Submit prior to application for Substantial Completion:

1. Record Documents: As required in the General Conditions.

2. Approved Shop Drawings and Samples: As required in the General Conditions.

3. Special Bonds, Special Warranties, and Service Agreements.

4. Factory test reports, where required.

5. Equipment and Structure test reports.

6. Completion of all Commissioning Activities and required documentation, except for 10 month Lessons-Learned Meeting.

7. Spare Parts and Special Tools: As required by individual specification sections.

8. All Operations and Maintenance Manuals.

9. All Photographs, except those required to be taken after Substantial Completion.

10. Updated Progress Schedule detailing completion of all Work.

11. All LEED™ documentation necessary for the Owner to obtain LEED™ Certification of the Project (if applicable).

12. Documentation advising the Owner of pending insurance change-over requirements.


14. Make final change-over of permanent locks and transmit keys to the Project Administrator. Advise Project Administrator and Owner of change-over in security provisions.

15. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.


17. Provide complete Punch List of all remaining Work and it’s associated value.
B. Contract Closeout Submittals: Submit prior to application for Final Payment:

1. Consent of Surety to Final Payment: As required in the General Conditions.

2. Releases or Waivers of Liens and Claims: As required in the General Conditions. Include certificates of insurance for products and completed operations where required.

3. Release from Agreements.

4. Final Application for Payment.

5. Final settlement statement of all set-offs and/or liquidated damages.

6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

7. Provide evidence that all utilities have been switched over to the Owner name and that all utility cost prior to Certified Substantial completion have been paid by the Contractor.

1.02 Record Documents

See Section 01720.

1.03 Releases from Agreements

A. Furnish Owner written releases from property owners or public agencies where side agreements or special easements have been made, or where Contractor's operations have not been kept within the Owner's construction right-of-way.

B. In the event Contractor is unable to secure written releases, inform the Owner of the reasons:

1. Inform Owner of the reasons.

2. Owner or its representatives will examine the site, and Owner will direct Contractor to complete Work that may be necessary to satisfy terms of the side agreement or special easement.

3. Should Contractor refuse to perform this Work, Owner reserves the right to have it done by separate contract and deduct the cost of same from the Contract Price, or require the Contractor to furnish a satisfactory Bond in a sum to cover legal claims for damages.

4. When Owner is satisfied that Work has been completed in agreement with the Contract Documents and terms of side agreement or special easement, the right is reserved to waive the requirement for written release if:
Contract Closeout

(i) Contractor’s failure to obtain such statement is due to the grantor’s refusal to sign, and this refusal is not based upon any legitimate claims that Contractor has failed to fulfill the terms of the side agreement or special easement, or

(ii) Contractor is unable to contact or has had undue hardship in contacting the grantor.

Part 2 Products (Not Used)

Part 3 Execution (Not Used)

END OF SECTION
DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

SPECIAL PROVISION

SECTION 900 - MISCELLANEOUS

900.1 General Description
This work shall be completed prior to any land disturbing activities in the area of the culvert. This work consists of the cleaning and inspection of existing historic stone culverts within the project limits. The cleaning and inspection shall be overseen by the Engineer of Record, the Owner, and the Contractor. The existing culverts shall be cleaned in a manner such to prevent the escape of sediment and debris from the project site. The culvert inspection shall include video record, which shall be provided to the owner, and the findings shall be compiled into a report detailing the culvert’s structural integrity to be completed by a Professional Engineer registered in the State of Georgia. Cleaning and inspection according to the Specifications and the details shown on the Plans, or as directed by the Engineer.

900.1.1 Definitions
General Provisions 101 through 150

900.1.2 Related References
A. Standard Specifications
   Section 207 – Excavation and Backfill for Minor Structures
   Section 500 – Concrete Structures
   Section 513 – Precast Reinforced Concrete Box Culverts, Barrel Sections, and End Sections
   Section 550 – Storm Drain Pipe, Pipe-Arch Culverts, and Side Drain Pipe
B. Referenced Documents
   General Provisions 101 through 150.

900.1.3 Submittals
General Provisions 101 through 150.

900.2 General Sequence of Events
This work is expected to follow the general sequence of events listed below. Should the events sequence be deemed impracticable, the Contractor shall notify the Owner and Engineer of Record immediately.

1. Install temporary erosion control BMPs in accordance with plans and specifications. If full implementation of the approved plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source.
2. Clear debris from within the culverts using methods to limit erosion and sedimentation. Special care shall be taken to limit seismic activity and limit invert and wall degradation. Debris shall be hauled off site to a location approved for C&D waste.
3. Culvert inspection with video documentation.
4. Geotechnical investigation and report to determine suitability of fill over existing culverts.
5. Culvert inspection reporting

900.3 Expected Deliverables
Deliverables expected as part of this scope of work include, but are not limited to:

1. Inspection Video
2. Inspection Report signed and sealed by a professional engineer in the state of Georgia to include:
   a. Inspection methodology
b. Inspection findings, specifically any signs of degradation

c. Structural integrity of the culvert, including estimated remaining life-span.

d. Non-Land Disturbing Construction alternatives including, but not limited to, centrifugally cast concrete piping, pipe slip lining, and pressure grouting. Provide estimated costs for all alternatives presented.

e. Recommendations based on findings and non-land disturbing alternatives identified, if applicable. Recommendations and alternatives shall indicate estimated costs.

3. Geotechnical report detailing suitability of the fill over the existing culverts.

**900.3 Requirements**

**900.3.1 Personnel**
General Provisions 101 through 150.

**900.3.2 Equipment**
General Provisions 101 through 150.

**900.3.3 Preparation**
General Provisions 101 through 150.

**900.3.4 Fabrication**
General Provisions 101 through 150.

**900.4 Measurement**
Cleaning and Inspection of Existing Culverts are measured for payment by the number completed and accepted.

**900.5 Payment**
Cleaning and Inspection of Existing Culverts measured for payment will be paid for per each. Payment is full compensation for delivery of complete reporting according to the Plans and Specifications.

Payment will be made under:

<table>
<thead>
<tr>
<th>Item No. 900</th>
<th>Cleaning and Inspection of Existing Culverts</th>
<th>Per Each</th>
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</table>
Part 1  General

1.01  Description

The Work to be performed under this Contract shall consist of furnishing all labor, materials, tools, equipment and incidentals and performing all Work required to construct complete in place and ready to operate the Project in accordance with the Contract Documents which shall include all applicable GDOT specifications by noted herein or by reference.

1.02  Georgia Department of Transportation Standard Specifications


1.03  Georgia Department of Transportation Sampling, Testing, and Inspection Guide

Sampling, Testing, and Inspection Guide by the Georgia Department of Transportation - Current edition with Errata Corrections by reference

1.04  Georgia Department of Transportation Qualified Products Listing

All Vendors and Materials per appropriate Qualified Products List (QPL) by the Georgia Department of Transportation - Current edition with Errata Corrections by reference

END OF SECTION