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Project Manual

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Volume Two  
Contract Forms  
Conditions of the Contract

Grady Health System  
Atlanta, Georgia

Date: April 22, 2009

## **PROJECT MANUAL VOLUME 1**

### **BIDDING REQUIREMENTS**

Issued as Separate Manual.

## **PROJECT MANUAL VOLUME 2**

### **CONTRACT FORMS AND CONDITIONS OF THE CONTRACT**

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	GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND CONTRACTOR
Exhibit A	SAMPLE – PROJECT ENGAGEMENT LETTER BETWEEN OWNER AND CONTRACTOR.
Schedule A	CONTRACTOR'S MINIMUM INSURANCE REQUIREMENTS
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## **PROJECT MANUAL VOLUME 3**

### **TECHNICAL SPECIFICATIONS**

Issued as Separate Manual When Applicable Per Volume 1.

## **PROJECT MANUAL VOLUME 4**

### **CONTRACTOR PROCEDURE MANUAL**

Issued as Separate Manual

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**PERFORMANCE BOND**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR** (Name and Address):

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

**OWNER** (Name and Address):

Grady Memorial Hospital Corporation  
d/b/a Grady Health System  
80 Jesse Hill Jr. Drive  
P.O. Box 26083  
Atlanta, Ga 30303

**CONSTRUCTION CONTRACT**

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

Amount: \_\_\_\_\_

Description (Name and Location): \_\_\_\_\_

\_\_\_\_\_

**BOND**

Date (Not earlier than Construction Contract Date): \_\_\_\_\_

Amount: \_\_\_\_\_

Modification to this Bond:  None  See Page 4

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

**SURETY**

Company: (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

(Any additional signatures appear on page 4)

**FOR INFORMATION ONLY – Name, Address and Telephone)**

**AGENT or BROKER**

**OWNERS REPRESENTATIVE**  
(Agent for Owner):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract which is incorporated herein by reference.

2. If the Contractor performs the Construction, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, assigns or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contractor or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever comes first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12. **DEFINITIONS**

12.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 **Contractor Default:** Failure of the Contractor, which has neither been remedied or waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAYMENT BOND**

Any Singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR** (Name and Address):

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

**OWNER** (Name and Address):

Grady Memorial Hospital Corporation  
d/b/a Grady Health Systems  
80 Jesse Hill Jr. Drive  
P.O. Box 26083  
Atlanta, GA 30303

**CONSTRUCTION CONTRACT**

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

Amount: \_\_\_\_\_

Description (Name and Location): \_\_\_\_\_

**BOND**

Date (Not earlier than Construction Contract Date): \_\_\_\_\_

Amount: \_\_\_\_\_

Modifications to this Bond:     None                       See Page 4

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:            (Corporate Seal)

Company:                                      (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:

Signature: \_\_\_\_\_  
Name and Title:

(Any additional signatures appear on Page 4)

\_\_\_\_\_  
(FOR INFORMATION ONLY – Name, Address and Telephone)

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE**  
(Agent for Owner):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, and administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands or suits and tendered defense of such claims, demands or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
  - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2 Claimants who do not have a direct contract with the Contractor:
    - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner within 90 days after having last performed labor or last furnished materials or equipment included in the claim, stating with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
    - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
    - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
  - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a claim may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

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**GENERAL CONDITIONS OF  
CONTRACT BETWEEN  
OWNER AND CONTRACTOR**

**GRADY MEMORIAL HOSPITAL CORPORATION  
(D/B/A GRADY HEALTH SYSTEM)**

**80 Jesse Hill Jr. Drive, SE  
Atlanta, Georgia 30303**

**("Owner")**

**and**

**Contractor Company Name**

**Contractor Address**

**("Contractor")**

**Date: Same as date on page 3**

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**GENERAL TERMS AND CONDITIONS OF  
CONTRACT BETWEEN  
OWNER AND CONTRACTOR**

THIS DOCUMENT OF GENERAL TERMS AND CONDITIONS OF CONTRACT ("Document") BETWEEN OWNER AND CONTRACTOR dated as of 3/16/05, by and between Grady Memorial Hospital Corporation d/b/a Grady Health System ("Owner"), and Name of Company. ("Contractor").

**RECITALS**

Owner may desire to engage Contractor for the performance of construction and/or other related services.

In order to engage the services of Contractor, Owner shall issue an offer substantially in the form of Exhibit A, which is attached and incorporated by reference (the "Project Engagement Letter"). The Project Engagement Letter shall set forth the scope of the work, the consideration to be paid and other project-specific matters. The provisions of the Project Engagement Letter shall be controlling to the extent they are inconsistent or conflict with any of the provisions of the Document.

The parties understand and agree that this Document sets forth the general terms and conditions of the Contract that is formed upon the issuance and acceptance of a Project Engagement Letter; together these documents are hereafter referred to as the "Contract."

This Document shall constitute the controlling general terms and conditions upon the acceptance of a Project Engagement Letter. Separate and distinct Project Engagement Letters may be issued by Owner during the term of this Document. Each such Project Engagement Letter together with the general terms and conditions contained in this Document shall constitute a separate and distinct Contract.

Contractor understands and agrees that: (i) the term "Owner" shall mean and refer to Grady Memorial Hospital Corporation d/b/a Grady Health System .

THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Contractor agree as follows:

**ARTICLE 1  
GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

**1.1.1 CONTRACT DOCUMENTS**

The Contract Documents consist of the Project Engagement Letter issued by Owner and accepted by Contractor, as referenced in Exhibit A, this Document, drawings, specifications, plans, addenda and other documents listed in the Project Engagement Letter. A Modification to the Contract is (1) a written amendment to the Contract signed by both Owner and Contractor; (2) a Change Order signed by Owner and Contractor; (3) a Construction Change Directive signed by Owner; or (4) a written order signed by Owner for a minor change in the Work. The Contract Documents do not include other documents such as bidding requirements, advertisements or invitations to bid, instructions to bidders, sample forms, Contractor's bid or portions of addenda relating to bidding requirements, shop drawings, product data, and samples, except as specifically set forth in the Project Engagement Letter.

**1.1.2 THE CONTRACT**

The Contract Documents form the Contract and represent the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than Owner and Contractor.

### **1.1.3 THE WORK**

Work means the construction and services required by the Contract Documents and includes all other labor, materials, equipment and services provided or to be provided by Contractor to fulfill the Contractor's obligations and labor, materials, equipment and services provided or to be provided by a subcontractor, material supplier or any other entity for whom Contractor is responsible under or pursuant to the Contract Documents.

### **1.1.4 OWNER DEFINED**

Owner means Grady Memorial Hospital Corporation (d/b/a Grady Health System).

## **1.2 EXECUTION, CORRELATION AND INTENT**

**1.2.1** The Contract Documents shall be signed by Owner and Contractor. Execution of the Contract by Contractor is a material representation that Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**1.2.2** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the case of a conflict between the terms and conditions within a particular Contract Document, the specific shall control over the general. In the event of a conflict between the Contract, any supplementary or other conditions of the Contract, the Drawings and Specifications, or any other documents comprising the Contract Documents, then the terms and provisions of such documents shall control in the following order: first the provisions of the Project Engagement Letter shall control; then the supplementary or other conditions; then the Drawings and Specifications; then this Document; and finally, any other documents comprising the Contract Documents. In case of conflict between or among the Drawings and Specifications, the Drawings will take precedence over the Specifications in matters of construction or installation detail; Specifications over Drawings in matters of equipment or material specified; large scale drawings over small scale; and any special drawing details over standard details. If questions arise concerning Drawings and Specifications, or omissions or errors are found in the same, or should conditions arise which would make it impractical to follow any part of the Drawings or Specifications, or which would result in substandard work, it shall be the duty of Contractor to so notify Owner before proceeding with the Work in question, and such Work shall then be performed according to Owner's interpretation of the intent of the Drawings and Specifications. The Contract Sum shall be adjusted, if necessary, in accordance with the provisions of Article 7.

## **1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

All Contract Documents, including plans, specifications, drawings and copies thereof prepared and developed in connection with the Project are or shall become the sole and absolute property of Owner (including copyright and other intellectual property rights) and may be used by Owner for any purpose relative to this Project. The Contractor and Architect each shall be permitted to retain one copy of such documents for their records only. The filing or submission of such documents with any governmental agency or body for the purpose of obtaining permits for the Project shall not constitute publication thereof, or any derogation of Owners' rights hereunder. Neither the Contractor, nor anyone hired by, under or through Contractor, shall use the drawings, plans, specifications, or any other design or Contract Documents on any other project without the prior written consent of Owner, and Contractor is granted a limited license to copy said Contract Documents only as may be necessary to perform the Work of the Contract.

## **ARTICLE 2**

## **OWNER**

### **2.1 INFORMATION AND SERVICES REQUIRED OF OWNER**

**2.1.1** When appropriate to the Work, in Owner's sole discretion, Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the project, and a legal description of the site. Contractor shall review the foregoing materials to determine whether the same conform to visible or ascertainable conditions at the project site, and Contractor shall notify Owner of any inaccuracies contained in such materials as soon as possible, but in any event not later than twenty (20) days after the same have been furnished by Owner to Contractor.

**2.1.2** Contractor will be furnished, free of charge, one (1) set of reproducible transparencies of the Drawings and one (1) copy of the Specifications. Additional sets of Drawings and Specifications are the responsibility of Contractor. Contractor shall furnish all required copies of the Drawings and Specifications to each entity or person required to have such copies. Drawing copies shall only be printed from the above mentioned set of reproducible transparencies. Owner does not make any warranty or guaranty that the Drawings or the Specifications are error free or without defect. All warranties or guarantees are specifically disclaimed by Owner.

### **2.2 OWNER'S RIGHT TO STOP THE WORK**

If Contractor defaults under the Contract Documents or fails to correct Work that is not in accordance with the Contract Documents or fails to carry out Work in accordance with the Contract Documents, within three (3) days of written notice, Owner may direct Contractor, in writing, to stop the Work or any portion of the work until the default is cured or the correction is made. If Contractor fails to cure such defaults or make such corrections in a timely manner as Owner shall reasonably specify, Owner may terminate the Contract in accordance with the provisions of Section 14.2 of this Document.

### **2.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If Contractor defaults under the Contract Documents or fails to correct Work that is not in accordance with the Contract Documents or fails to carry out Work in accordance with the Contract Documents within three (3) days of written notice, Owner may, without prejudice to other remedies and without further notice, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due Contractor. If the cost of cure or correction is greater than the amount of the Contract Sum remaining unpaid to Contractor, then the excess shall be paid by Contractor to Owner immediately upon demand.

### **2.4 OWNER'S RIGHTS NOT LIMITED**

The rights stated in Article 2 and elsewhere in the Contract Documents shall be in addition to and not in limitation of any other rights of Owner granted in the Contract Documents or at law or in equity.

## **ARTICLE 3** **CONTRACTOR**

### **3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

**3.1.1** Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by Owner. Before commencing activities, Contractor shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or

omissions discovered to Owner. It is the responsibility of Contractor, before entering into this Contract, to satisfy itself as to the accuracy, consistency and completeness of the Contract Documents. Contractor's execution and delivery of the Contract Documents constitutes an acknowledgment by the Contractor that it is satisfied that the Drawings and Specifications are sufficient in content and detail to complete the Work and to enable Contractor to deliver, within the Contract Sum and Contract Time, a fully completed project with all appurtenant improvements without the need for any change to the Contract Sum or Contract Time as specified in the applicable Project Engagement Letter.

**3.1.2** Contractor's execution and delivery of the Contract Documents shall constitute a representation by Contractor that it has evaluated the field conditions present at the site, to the extent consistent with industry practice and that such investigation has revealed no condition, concealed or patent, inconsistent with the plans and specifications.

### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.2.1** Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

**3.2.2** Contractor, as soon as practicable after execution of the Contract Documents, shall furnish, in writing, to Owner the names of subcontractors or suppliers proposed by Contractor for each portion of the Work. Owner will promptly reply to Contractor in writing if Owner, after due investigation, has reasonable objection to the subcontractors or suppliers listed. If Owner objects to any subcontractor or supplier, Contractor shall instead employ alternative subcontractors or suppliers, provided, however, that if Contractor shall be required by Owner to employ a specific subcontractor or supplier and the cost of employing such subcontractor or supplier shall exceed the cost of the subcontractor or supplier originally proposed by Contractor, Owner shall promptly execute and deliver to Contractor an appropriate Change Order and the Contract Sum shall be adjusted to reflect the Contractor's additional cost.

**3.2.3** If specifically required by the Project Engagement Letter, at the earliest possible time after the commencement of the Work on the project site, Contractor shall have all property corners and benchmarks verified or established by a state-licensed land surveyor, shall locate the project on the project site, establishing necessary reference marks and axes from which the Work accurately can progress, shall furnish Owner evidence of such verification and shall report at once any errors discovered during the process of such verification.

**3.2.4** Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, subcontractors, their agents and employees, and any other persons performing portions of the Work under a contract with Contractor or claiming by, through or under Contractor and for any damages, losses, costs and expenses resulting from such acts or omissions.

### **3.3 LABOR AND MATERIALS**

**3.3.1** Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

**3.3.2** Contractor shall deliver, handle, store and install materials in accordance with manufacturer's instructions, or as otherwise required by Owner pursuant to written instructions delivered to Contractor from time to time.

**3.3.3** Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Contract. Contractor shall not permit employment of unfit persons or persons unskilled in tasks they perform.

**3.3.4** After the Contract has been executed, Owner will consider a formal request for the substitution of products in place of those specified only if Contractor submits a written request to Owner, and only under the following circumstances:

1. When the specified product is discontinued and not available from the manufacturer; or
2. When a guarantee of performance is required and, in the reasonable judgment of Contractor, the specified product or process will not produce the desired results.

Owner may, in its sole discretion, reject or approve such substitution. Approval by Owner shall not make Owner responsible for such substitution.

Requests for substitutions shall be in writing and will be accompanied by evidence that the proposed substitution: (1) is equal or superior in quality and serviceability to the specified item; (2) will not entail changes in details and construction of related work; (3) will be acceptable in consideration of the required design and artistic effect; and (4) shall not involve additional cost to Owner. Credits to Owner shall be described in an accompanying request for a Change Order. Contractor will furnish with its request such drawings, specifications, samples, performance data and other information as may reasonably be required to assist Owner in making its decision. The burden of proof shall be upon Contractor.

Regardless of the evidence submitted or any review or independent investigation by Owner, a request for a substitution of products, materials or processes shall constitute a representation, warranty and covenant of the matters set forth in Section 3.3.5 of this Document.

Contractor shall bear and be responsible for the cost of any additional changes to the Work resulting from or arising in connection with such substitutions requested by Contractor unless the substitution is required due to the discontinuation and inability to obtain a product which did not arise and could not have reasonably been anticipated until after the execution of the Contract Documents.

**3.3.5** By making requests for substitutions based on Section 3.3.3 above, Contractor represents, warrants and covenants that:

1. Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. Contractor shall provide the same warranty for the substitution that Contractor would for the product specified;
3. the cost data presented is complete and includes all related costs under this Contract except Owner's redesign costs, and that Contractor waives all claims for additional costs related to the substitution which subsequently become apparent; and
4. Contractor will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

## **3.4 WARRANTY**

**3.4.1** Contractor warrants to Owner that materials and equipment furnished under the Contract will be of specified quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be, at the election

of Owner, considered defective. Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Contractor's warranty will not be affected by the specification of any product or procedure unless Contractor objects promptly to such product or procedure and so advises Owner, in writing, of proposed products and procedures, which will affect Contractor's warranty. Contractor's warranty will not be restricted by any manufacturer's warranty. Contractor is responsible for any subcontractor's nonperformance on warranty Work. The refusal of a subcontractor or supplier to correct defective work for which it is responsible will not excuse Contractor from performing under Contractor's warranty. No limitation on warranties anywhere in this Document shall be deemed to apply to the warranties made pursuant to this Section. If required by Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Contractor shall obtain all guarantees and warranties required under the Contract Documents, including without limitation, those set forth in Article 4 of the applicable Project Engagement Letter. No such guarantee or warranty shall contain exclusions, limitations or conditions that are not normally and customarily imposed by contractors or suppliers in guarantees or warranties for the type of item being guaranteed.

**3.4.2** Contractor shall, within five (5) days after receipt of a notice of warranty claim from Owner, begin the repair or replacement of all defective, non-conforming or non-performing work and/or materials at Contractor's sole cost and expense, including, without limitation, all labor, materials, and necessary uncovering of completed work and the corresponding repair or restoration, as is required to fully and completely cure each and every breach of Contractor's warranty contained in this Document. All such repairs or replacements shall be completed not later than thirty (30) days after receipt of the original notice of warranty claim from Owner.

### **3.5 TAXES**

Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract Documents are executed whether with respect to the Contract or any related subcontract.

### **3.6 PERMITS, FEES AND NOTICES**

**3.6.1** Contractor shall obtain the building permit and other permits and governmental licenses and inspections necessary for proper execution and completion of the Work. Contractor shall directly pay to the appropriate government body the fees for all such permits.

**3.6.2** Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If Contractor performs Work contrary to laws, statutes, ordinances, building codes, and rules and regulations without notice to Owner, Contractor shall assume full responsibility for such Work and shall bear the attributable costs. Contractor shall promptly notify Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

**3.6.3** Contractor shall file and post a Notice of Commencement as provided in O.C.G.A. § 13-10-62 no later than fifteen days after physically commencing Work.

### **3.7 USE OF SITE**

Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and Owner, and Contractor shall otherwise conform its operations at the site to such directions and requirements as Owner shall from time to time specify, provided that, subject to

the provisions of Section 10.1, such directions and requirements do not materially impair the ability of Contractor to carry out the Work.

### **3.8 CUTTING AND PATCHING**

**3.8.1** Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

**3.8.2** Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. Contractor shall not cut or otherwise alter such construction by Owner or a separate contractor except with written consent of Owner and of such separate contractor, as applicable. Such consent shall not be unreasonably withheld and Contractor shall not unreasonably withhold from Owner or a separate contractor Contractor's consent to cutting or otherwise altering the Work.

### **3.9 CLEANING UP**

Contractor shall, on a daily basis, keep the premises and surrounding area free from accumulation of debris and trash related to the Work. If the Contractor fails to clean up as provided herein, Owner may do so and charge the cost thereof to Contractor.

### **3.10 INDEMNIFICATION**

To the fullest extent permitted by law, Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Owner, their subsidiaries and their agents, directors, officers, trustees, employees and volunteers (collectively referred to as "Indemnitees") from and against any and all claims, demands, suits, damages, losses, and expenses including but not limited to reasonable attorney's fees and court costs, which may be alleged, claimed, or recovered against Indemnitees arising out of, resulting from, or in any way connected to the performance or nonperformance of the Work under the Contract Documents, whether as a result of breach of contract, tort or otherwise, including but not limited to any such claim, demand, suit, damage, loss or expense attributed to personal injury, sickness, disease, death, or injury to or destruction of property, including loss of use, caused in whole or in part by the negligent acts or omissions of Contractor, any subcontractor, agent, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor is, or may be, liable, or any other person or persons including but not limited to Owner, their agents and employees. Contractor's obligations of indemnification shall exclude only those matters in which the claim, demand, suit, damage, loss or expense arises out of allegations of the sole negligence of Owner, or any of their respective agents, servants and employees. Contractor's liability insurance shall be primary as to any coverage maintained by Owner.

### **3.11 BOND REQUIREMENTS**

Contractor shall furnish a payment bond and a performance bond for all contracts valued at \$100,000.00 or more. A performance bond and payment bond may be required for contracts valued at less than \$100,000.00 in the sole discretion of the Owner. The Surety on any bond furnished shall be one which is authorized to do business in the State of Georgia and is listed in the latest circular of the Department of the Treasury's "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies; Notice". Bond premiums shall be included in the price for the Work.

**ARTICLE 4**  
**ADMINISTRATION OF THE CONTRACT**

**4.1 OWNER'S THIRD PARTY REPRESENTATIVES**

Contractor expressly acknowledges and agrees that Owner may, from time to time, designate a third party, for example but not in limitation, an architect, engineer or construction manager, to perform any of its duties or obligations under the Contract. In the event of any such designation, Owner shall provide written notice to Contractor.

**4.2 SITE VISITS**

Owner will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**4.3 CONSTRUCTION MEANS AND METHODS**

Owner will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility. Owner will not be responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents.

**4.4 PAYMENT CERTIFICATION**

Based on Owner's observations and evaluations of Contractor's Applications for Payment Owner will review and certify the amounts due Contractor. Payments to Contractor are subject to final approval by the Owner in all cases.

**4.5 REJECTION OF WORK**

Owner will have authority to reject Work that does not conform to the Contract Documents.

**4.6 SUBMITTAL REVIEW**

Owner will promptly review and approve or take appropriate action upon Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**4.7 INTERPRETATION AND DECISION**

Owner will promptly interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of Contractor. Interpretations and decisions Owner will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

**4.8 SENIOR OFFICERS' RESOLUTION/MEDIATION**

**4.8.1** All claims, disputes, events of default or other controversies arising out of, or relating to, this Agreement (hereafter collectively referred to as a "Dispute") shall initially, prior to non-binding mediation, arbitration, or the commencement of legal proceedings, be submitted to a Senior Officer from each party for resolution by mutual agreement between said officers. Any mutual agreement by the Senior Officers shall be final and binding upon the parties.

**4.8.2** For purposes of this section, the term "Senior Officer" shall mean, with respect to the Contractor, the Contractor's chief executive officer, president, managing partner, chief financial officer, or any vice president or general manager, and with respect to Owner, the chief executive officer, president, chief financial officer or any vice president of Owner.

**4.8.3** Should the Senior Officers fail to arrive at a mutual agreement resolving the Dispute within thirty (30) days after the submission of the Dispute, the Owner, at its sole option, may submit the Dispute to non-binding mediation as provided in Sections 4.8.3 through 4.8.6 of this Contract. Such non-binding mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. If Owner chooses, at its sole option, to not submit the Dispute to mediation, Owner may submit such Dispute to Arbitration as provided for in Section 4.9 of the Contract.

**4.8.4** If Owner chooses to proceed with non-binding mediation, Owner has thirty (30) days from the date the Senior Officers failed to arrive at a mutual agreement resolving the dispute to submit the Dispute to non-binding mediation before the American Arbitration Association. Owner shall provide Contractor with reasonable notice of its intent to submit the Dispute to mediation.

**4.8.5** The Owner and Contractor shall include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as between all parties on the Project, if required by Contractor as the case may be.

**4.8.6** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located unless another location is mutually agreed upon.

## **4.9 ARBITRATION**

**4.9.1** A Dispute where the aggregate amount at issue is equal to or less than \$250,000 that has not been resolved by the Senior Officers in accordance with the terms and provisions of Section 4.8.1 through 4.8.2 hereof or by mediation at the Owner's option in accordance with the terms and provisions of Section 4.8.3 through 4.8.6 may be submitted to arbitration, at Owner's sole option, in accordance with the terms and provisions set forth in Section 4.9.4 through 4.9.10 hereof.

**4.9.2** A Dispute where the aggregate amount at issue is greater than \$250,000, but equal to or less than \$1,000,000, that has not been resolved by the Senior Officers in accordance with the terms and provisions of Section 4.8.1 through 4.8.2 hereof or by mediation at the Owner's option in accordance with the terms and provisions of Section 4.8.3 through 4.8.6 hereof may be submitted to arbitration, at Owner's sole option, in accordance with the terms and provisions set forth in Section 4.9.4 through 4.9.10 hereof.

**4.9.3** If the Owner and the Contractor mutually agree in writing, any Dispute where the aggregate amount at issue is greater than \$1,000,000 that has not been resolved by the Senior Officers in accordance with the terms and provisions of Section 4.8.1 through 4.8.2 hereof or by mediation at the Owner's option in accordance with the terms and provisions of Section 4.8.3 through 4.8.6 hereof may be submitted to arbitration, at Owner's sole option, in accordance with the terms and provisions of Section 4.9.4 through 4.9.10 hereof. In the event Owner chooses, at its sole option, not to submit any such Dispute to arbitration, both parties shall nevertheless be entitled to avail themselves of any rights or remedies set forth in this Agreement or as otherwise provided at law and/or in equity.

**4.9.4** All arbitration proceedings shall take place in Fulton County, Georgia, and shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect as of the time of the demand. Owner shall file notice of its demand for

arbitration with the American Arbitration Association, and provide reasonable notice to Contractor of its demand to submit the Dispute to arbitration.

**4.9.5** All demands for arbitration must contain either a statement that (i) the total sum or value in controversy, does not exceed \$1,000,000, or (ii) the total sum or value in controversy exceeds \$1,000,000. If Owner chooses not to proceed with arbitration as set forth in Section 4.9.3, the arbitrators shall not have jurisdiction, power or authority to consider or make findings concerning any Dispute where the amount at issue exceeds \$1,000,000. Similarly, the arbitrators shall not have jurisdiction, power or authority to render monetary awards in excess of \$1,000,000 for any Dispute that was initially submitted to arbitration as a Dispute described in either Section 4.9.1 or 4.9.2.

**4.9.6** Notwithstanding anything to the contrary contained in the Construction Industry Arbitration Rules, the method of discovery permitted for any arbitration shall be as follows:

- (i) as to Disputes described in Section 4.9.1, no discovery shall be permitted or performed;
- (ii) as to Disputes described in Section 4.9.2, discovery shall be limited to the exchange of documents relevant to the dispute between the Owner and the Contractor; and
- (iii) as to Disputes described in Section 4.9.3, all methods of discovery available under the Federal Rules of Civil Procedure shall be permitted and shall govern the proceedings.

**4.9.7** For Disputes described in Section 4.9.1, the arbitration panel shall consist of one (1) individual appointed by the Owner and Contractor. Such individual shall (i) have been selected from the American Arbitration Association's list of potential arbitrators; (ii) have at least 10 years experience in the discipline which is the subject of the Dispute; and (iii) be an attorney whose 10 years of experience has been in the realm of litigating and arbitrating issues which are of the subject of the Dispute. If the Owner and Contractor fail to mutually agree upon an arbitrator within 20 days after receipt of notice to arbitrate given by either party, then the arbitration panel shall be selected by the administrative office of the American Arbitration Association. Such office shall, within 20 days after notice by either party to this Agreement, select a single arbitrator who complies with the requirements otherwise set forth in this Section. The arbitrator selected shall conduct the hearing and render his or her decision within 25 days after his or her appointment.

**4.9.8** For Disputes described in Section 4.9.2 and 4.9.3, the arbitration panel shall consist of three (3) individuals selected as follows. Within 20 days after the receipt of a notice to arbitrate given by either party, the Owner and Contractor shall each select an individual from the list of potential arbitrators furnished by the American Arbitration Association who is an attorney with at least 10 years experience in litigating and arbitrating issues which are of the subject of the Dispute. Within 10 days after both arbitrators have been selected, such individuals shall appoint the third arbitrator. Said third member shall likewise be selected from the list supplied by the American Arbitration Association and shall similarly have 10 years experience in the discipline which is the subject of the Dispute, but need not be an attorney. If the first two arbitrators cannot agree upon the third within 10 days after their appointment, they shall be dismissed and two other persons shall be appointed as described above. This procedure shall continue until a full panel results. Once assigned, the panel of arbitrators need not resolve the dispute within any specific time limit, but shall use all reasonable means to render a decision with reasonable dispatch.

**4.9.9** No arbitration arising under this Agreement shall include, by consolidation, joinder or any other manner, any person or entity not a party to this Agreement, unless (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) such person or entity has consented to such inclusion.

**4.9.10** The agreement herein among the parties to arbitrate under certain circumstances shall be specifically enforceable in any court having jurisdiction thereof. Any award rendered by the arbitrator(s) pursuant to any arbitration shall be final and binding upon the parties hereto, and

judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

## **ARTICLE 5** **SUBCONTRACTORS**

### **5.1 SUBCONTRACTUAL RELATIONS**

**5.1.1** By appropriate written agreement, Contractor shall require each subcontractor to be bound to Contractor by the terms of the Contract Documents and to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward Owner. Each subcontract agreement shall preserve and protect the rights of Owner under the Contract Documents with respect to the Work to be performed by the subcontractor. Each subcontract shall not prejudice such rights and shall allow to the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against Owner. The foregoing provisions shall apply to any tier of subcontractor. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the subcontractor will be bound. Additionally, Contractor, upon written request of the subcontractor, shall identify to the subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents.

**5.1.2** Any part of the Work performed by any tier of subcontractor shall be pursuant to a written subcontract, which shall, without limitation, contain provisions that:

- (a) require that such portion of the Work be performed in accordance with the requirements of the Contract Documents;
- (b) require timely submission of subcontractor applications for payment and ancillary materials in order to enable Contractor to apply for payment in accordance with the provisions of Article 9 of this Document;
- (c) waive all rights the subcontracting parties may have against one another or that the subcontractor may have against Owner for damages caused by fire or other perils covered by the property insurance described in Article 11 of this Document;
- (d) recognize the rights of Owner pursuant to Section 5.2.1 of this Document and require the subcontractor (upon notice by Owner that Owner has terminated the Contract with Contractor pursuant to the terms of Article 14 of this Document and that Owner has elected, pursuant to Section 5.2.1 to retain the subcontractor pursuant to the terms of its subcontract with Contractor) to complete the unperformed obligations under such subcontract and, if requested by Owner, to enter into an appropriate agreement evidencing the fact that the subcontractor is bound to Owner under his subcontract in the manner in which he had been bound to Contractor;
- (e) require the subcontractor to carry and maintain the insurance described in Article 11 of this Document unless otherwise approved by Owner and to deliver certificates of insurance prior to commencement of its portion of the Work. Certified copies of the policies of insurance shall be promptly delivered upon request of Owner;
- (f) contain the following sentence: "Owner is an intended third party beneficiary of this subcontract.";
- (g) notify the Subcontractor that the Work is part of a public works contract on public property and any claim of a mechanic's or materialmen's lien is invalid and the Subcontractor's recourse in lieu of statutory lien rights is a claim on the payment bond, if any, furnished by Contractor for the Project; and
- (h) contain no provisions inconsistent with any of the provisions of this Section.

## **5.2 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

**5.2.1** Each subcontract agreement for a portion of the Work is assigned by Contractor to Owner provided that:

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

**5.2.2** Upon Owner's reasonable request, Contractor shall execute further documentation conditionally assigning each subcontract agreement to Owner and Contractor shall cause subcontractor to acknowledge said assignment. Copies of the executed subcontract agreements shall be delivered to Owner upon request.

## **5.3 SUBCONTRACTOR'S CLAIMS**

**5.3.1** Contractor shall promptly advise Owner in writing of any claim or demand by a subcontractor claiming that any amount is due to such subcontractor or claiming any default by Contractor or any other subcontractor in any of its obligations to such subcontractor.

## **ARTICLE 6** **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

**6.1** Owner reserves the right to perform construction or operations related to the project with Owner's own forces, and to award separate contracts in connection with other portions of the project. Contractor shall coordinate and cooperate with separate contractors employed by Owner.

## **ARTICLE 7** **CHANGES IN THE WORK**

### **7.1 CHANGES**

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

**7.1.2** A Change Order shall be based upon agreement between Owner and Contractor; a Construction Change Directive may be issued by the Owner alone and may or may not be agreed to by Contractor.

**7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive.

**7.1.4** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are changed in a proposed Change Order or Construction Change Directive such that application of such unit prices to quantities of Work proposed will cause substantial inequity to Owner or Contractor, the applicable unit prices shall be equitably adjusted.

## **7.2 CHANGE ORDERS**

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

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

**7.2.2** Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.

## **7.3 CONSTRUCTION CHANGE DIRECTIVES**

**7.3.1** A Construction Change Directive is a written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**7.3.2** A Construction Change Directive may be used by Owner in the absence of total agreement on terms of a Change Order.

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

1. mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
2. unit prices stated in the Contract Documents or subsequently agreed upon;
3. cost to be determined in a manner agreed upon by the parties according to a mutually acceptable fixed or percentage fee; or
4. as provided in Section 7.3.6.

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

**7.3.5** A Construction Change Directive signed by Contractor indicates that Contractor agrees with its terms, including adjustment in Contract Sum and Contract Time, and the method for determining them. Such agreement shall be effective immediately.

**7.3.6** If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Owner as follows:

- (i) If the "actual cost" in performing the Work is increased by any such change, the Contract Sum shall be increased by the "actual cost" to Contractor in performing the Work attributable to the change plus a percentage fee for overhead and profit. For Work which is performed by Contractor's own forces in relation to any such change, such percentage fee shall be equal to a fixed percentages set forth in Attic 4 of the Project Engagement Letter, of

the "actual cost" incurred by Contractor for such additional Work. For Work which is performed by any tier of subcontractor of any of the above in relation to any such change, the percentage fee payable to Contractor shall be equal to a fixed percentage as set forth in Article 4 of the Project Engagement Letter, of the "actual cost" incurred by Contractor (or such Subcontractor) for the additional work performed by any tier of subcontractor.

(ii) If the "actual cost" in performing the Work is decreased by any such change, the Contract Sum shall be decreased by the sum of the "actual cost" plus percentage fees calculated as described in clause (i) above, which would have been incurred by Contractor (or any tier of subcontractor) in the absence of such change. In the event the Contract Sum is revised pursuant to this Section or Section 7.3.3, Contractor shall keep and present, in such form as Owner may prescribe, an itemized accounting of "actual costs" together with appropriate supporting data. For the purposes of this Section, "actual cost" shall be defined and limited to the cost of the following:

1. costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' or workmen's compensation insurance;
2. costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
3. reasonable rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work.

"Actual cost" shall not be deemed to include any item, which could be considered a general conditions cost or overhead, including, but not limited to, the cost of supervisory personnel, and field office and related expenses.

**7.3.7** If Owner and Contractor do not agree with the adjustment in Contract Time or the method for determining it, the method or adjustment shall be determined by a mutually appointed independent third party.

**7.3.8** When the adjustments in the Contract Sum and Contract Time are determined, such determination shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

## **ARTICLE 8** **TIME**

### **8.1 DATES OF COMMENCEMENT, FINAL COMPLETION**

The date of commencement and the date of final completion of the Work shall be as set forth in Article 2 of the Project Engagement Letter, subject to adjustment by Change Order. Substantial Completion (as defined in Section 9.7) shall occur prior to final completion as set forth in Article 2 of the Project Engagement Letter.

### **8.2 TIME OF THE ESSENCE**

Time limits stated in the Contract Documents are of the essence.

### **8.3 EXTENSIONS OF TIME**

**8.3.1** No extension of time will be allowed to cover losses due to bad weather, availability or non-availability of workmen, failure to receive material on schedule, or other causes. Contractor acknowledges that it has made a reasonable allowance for such events in preparing its bid and in

agreeing to the times or dates of completion, and in preparation of the progress schedule referred to in Article 2 of the Project Engagement Letter. If it becomes necessary in the opinion of Owner, in order to complete the Work in the agreed time, the Work shall be done beyond regular working hours as required to complete the Work, and without additional cost to Owner.

**8.3.2** No extension of time will be allowed for correction of faulty work.

#### **8.4 CALENDAR DAYS USED**

Time periods in the Contract Documents are expressed on a calendar basis unless the Contract Documents expressly provide otherwise.

### **ARTICLE 9** **PAYMENT AND COMPLETION**

#### **9.1 CONTRACT SUM**

The Contract Sum stated in the Project Engagement Letter, including authorized adjustments, is the total amount payable by Owner to Contractor for performance of the Work under the Contract Documents. Subject to additions and deductions by Change Order, the Contract Sum shall be as set forth in Article 3 of the Project Engagement Letter and, for purposes of progress payments, the Contract Sum shall be allocated as set forth in the schedule of values set forth in Article 3 of the Project Engagement Letter. The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

**9.1.1** Selection of "Labor and Materials" to define the Contract Sum in Article 3 of the Project Engagement Letter is based upon the following:

(a) Labor shall be paid according to the hourly rates specified in the Project Engagement Letter. The hourly rates shall include all labor costs, profit, and overhead. Labor costs shall include salary or hourly wage, taxes, insurance, fringes, and benefits. Overhead shall include home office overhead, support personnel, administrative costs related to procurement of Materials, and the cost of small tools and consumables.

(b) Materials payment shall be equal to the direct costs incurred by Contractor for equipment and materials used in performing the Work, other than small tools and consumables.

#### **9.2 SCHEDULE OF VALUES AND INITIAL SWORN STATEMENT**

**9.2.1** The schedule of values set forth in Article 3 of the Project Engagement Letter shall be used as the basis for reviewing the Contractor's Applications for Payments.

**9.2.2** Prior to commencement of the Work, Contractor shall deliver to Owner a contractor's sworn statement, duly executed and acknowledged and in form satisfactory to Owner, listing all subcontracts and the amount of each such subcontract.

#### **9.3 APPLICATIONS FOR PAYMENT**

**9.3.1** On the 25th of each month, Contractor shall submit to the GHS-FD Project Manager a draft of the Application for Payment on AIA "Application for Payment" and "Continuation Sheet" forms (AIA Documents G702 and G703) for operations completed in accordance with the values stated in the Project Engagement Letter and shall show the percentage of proper completion of the Work as

of the end of the period covered by the Application for Payment. Upon acceptance by the GHS-FD Project Manager of the draft Application for Payment, and no later than the 30<sup>th</sup> of the month, Contractor shall submit to GHS-FD an itemized, final of the Application for Payment on AIA "Application for Payment" and "Continuation Sheet" forms (AIA Documents G702 and G703) for operations completed in accordance with the values stated in the Project Engagement Letter and shall show the percentage of proper completion of the Work as of the end of the period covered by the Application for Payment. Such application shall be supported by such data substantiating Contractor's right to payment as Owner may reasonably require, including (i) duly executed mechanics' and materialmen's lien waivers from Contractor, all subcontractors and all suppliers covering the payments made pursuant to all previous Applications for Payment and reflecting retainage as set forth in Article 3 of the Project Engagement Letter, (ii) a duly executed and acknowledged Contractor's sworn statement showing all subcontractors with whom Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any subcontractor in the application for payment and the amount to be paid to Contractor from such progress payment, together with similar sworn statements from all subcontractors and materialmen, and (iii) with respect to materials identified to the project but stored off-site with Owner's written consent to such off-site storage, evidence satisfactory to Owner that title (free of any lien whatsoever) to such material will vest in Owner not later than the time of payment, evidence that such material is stored according to manufacturers' specifications and that such materials are fully insured according to the provisions of the Contract Documents.

**9.3.2** Contractor covenants that title to all Work covered by an Application for Payment will pass to Owner no later than the time of payment, and the submission of an Application for Payment shall constitute a warranty to that effect. Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to Owner's interests.

#### **9.4 CERTIFICATES FOR PAYMENT**

**9.4.1** Owner will, within fifteen (15) days after receipt of Contractor's Application for Payment, either issue a Certificate for Payment for such amount as Owner determines is properly due, or notify Contractor in writing of Owner's reasons for withholding certification in whole or in part.

**9.4.2** If Contractor and Owner cannot agree on a revised amount, Owner will promptly issue a certificate for payment for the amount for which Owner determines is justified based upon the progress and quality of the Work. Owner shall also not certify payment (or because of subsequently discovered evidence or subsequent observations, shall nullify the whole or a part of a certificate for payment previously issued), to such extent as may be necessary, in Owner's opinion, to protect Owner from loss because of:

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

8. failure to have supplied operations and maintenance manuals, record documents, and/or other information that may be required by other sections of the Contract Documents earlier than 45 days prior to Substantial Completion.

## **9.5 PAYMENTS**

**9.5.1** After OWNER has issued a Certificate for Payment, Owner shall make payment in the manner provided in the Project Engagement Letter.

**9.5.2** Contractor shall promptly pay each subcontractor and material supplier, upon receipt of payment from Owner, out of the amount paid to Contractor on account of such entities' portion of the Work.

**9.5.3** Owner shall not have responsibility for the payment of money to a subcontractor or material supplier, and Contractor shall defend, indemnify and hold Owner harmless from all claims by or on behalf of any subcontractor or material supplier. Such duty to defend Owner harmless shall include the duty to post appropriate bonds or undertakings with any title insurer as may be required to obtain appropriate endorsements to any policy of title insurance covering the site or any real property of which the site constitutes a part.

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

## **9.6 SUBSTANTIAL COMPLETION**

**9.6.1** Substantial Completion is the stage in the progress of the Work when the Work or a designated portion is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Work for its intended use. The determination of whether the Work or a designated portion is "substantially complete" shall be made by Owner in its reasonable discretion.

**9.6.2** When Contractor considers that the Work, or a portion of the Work, which Owner agrees to accept separately, is substantially complete, Contractor shall prepare and submit to Owner a comprehensive list of items to be completed or corrected. Upon receipt of Contractor's list Owner will make an inspection to determine whether the Work or designated portion of the Work is substantially complete. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with the Contract Documents. If Owner's inspection discloses any item, whether or not included on Contractor's list, which is not in accordance with the requirements of the Contract Documents, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Owner. When the Work or designated portion of the Work is substantially complete, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which Contractor shall finish all items on the list accompanying the Certificate. Contractor shall proceed promptly to complete and correct items on the punchlist to be prepared by Owner. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion of the Work unless otherwise provided in the Certificate of Substantial Completion. With respect to Work enumerated on the list accompanying the Certificate of Substantial Completion or the punchlist, the warranty period shall start at the time of subsequent acceptance of this Work in writing by Owner. The Certificate of Substantial Completion shall be submitted to Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

**9.6.3** Upon Substantial Completion of the Work or designated portion of the Work and upon application by Contractor and certification by Owner, Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or a portion of the Work as provided in the Project Engagement Letter. Amounts withheld for incomplete work or unsettled claims will be paid prior to final payment as such Work is completed or claims settled, in accordance with the regular monthly payment procedures.

## **9.7 FINAL COMPLETION AND FINAL PAYMENT**

**9.7.1** Final Completion denotes that the Work has been completed in accordance with terms and conditions of the Contract Documents.

**9.7.2** Upon receipt of a final Application for Payment, Owner will inspect the Work. When Owner finds the Work acceptable and the Contract fully performed, Owner will promptly issue a final Certificate for Payment.

**9.7.3** Neither final payment nor any remaining retained percentage shall become due until Contractor submits to Owner:

- (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
- (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner;
- (3) a written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- (4) consent of surety, if any, to final payment;
- (5) other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner;
- (6) final prints for record drawing use marked by Contractor with record information set forth in the Contract Documents, and which shows changes made to the Drawings during performance of the Work, utilizing a method which highlights the changes on the prints;
- (7) a final Contractor's sworn statement from Contractor duly executed and acknowledged showing all subcontractors to be fully paid, and similar final sworn statements from subcontractors and, where appropriate, materialmen;
- (8) evidence of final inspection and approval of the Work by any local authority whose approval is required pursuant to any construction permit (or otherwise) as a condition of occupancy of the project by Owner.

If a subcontractor refuses to furnish a release or waiver required by Owner, Contractor may furnish a bond satisfactory to Owner to indemnify Owner against such claim. If such claim remains unsatisfied after payments are made, Contractor shall refund to Owner all money that Owner may be compelled to pay in discharging such claim, including all costs and reasonable attorneys' fees.

**9.7.4** Acceptance of final payment by Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, and to the fullest extent permitted by law all persons claiming under or through such payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 10**  
**PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

**10.1.1** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law, in connection with performance of the Contract. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, or by anyone for whose acts Contractor may be liable. Without limiting the foregoing, Contractor shall immediately comply with all safety-related instructions and directives from any party acting on behalf of Owner.

**10.1.2** In the event Contractor encounters on the site material reasonably believed to be hazardous material including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances which has not been rendered harmless, Contractor may immediately stop Work in the area affected and report the condition to Owner in writing. The suspected hazardous material shall be examined by a qualified specialist at Owner's expense. Should the examination confirm the presence of previously unidentified hazardous material, Owner shall be responsible for conducting abatement by separate contract to remove the potential hazard. The qualified specialist shall certify that no hazardous material exists or that abatement has been satisfactorily accomplished. The work in the affected area shall not be resumed except by written agreement of Owner and Contractor if in fact the material is hazardous material and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of a hazardous material, or when it has been rendered harmless, as certified by the qualified specialist. Any losses suffered by Contractor relating to the performance of the Work and not attributable to a wrongful act or omission of Contractor and which are due to hazardous material on the site shall be compensated by Owner and reflected in a Change Order.

**10.1.3** Contractor shall not be required pursuant to Article 7 to perform without consent any Work relating to hazardous materials, including but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

**10.1.4** Contractor shall comply with all provisions of federal and applicable state law or regulation relating to transportation, storage and handling of hazardous materials, including, without limitation, all regulations relating to the so-called Hazardous Communications Standard promulgated by the Secretary of Labor pursuant to the Occupational Safety and Health Act including labeling, Material Safety Data Sheets, and employee information and training requirements. In addition, when use or storage of Hazardous Materials or equipment or unusual methods are necessary, Contractor shall give Owner ten (10) days' notice in advance of such use, storage or unusual methods. Contractor shall take care to minimize its use of Hazardous Materials to the extent consistent with the orderly conduct of the Work. To the maximum extent practical, Contractor shall cause Hazardous Materials (and any explosive materials which are not Hazardous Materials) to be stored off the site and Owner's premises. All Hazardous Materials used, stored or generated at the project site shall be used, stored, transported and disposed of in strict conformity with applicable laws, codes, rules, regulations, guidelines and orders of governmental authorities having jurisdiction, and Contractor shall maintain -- and provide promptly to Owner upon demand -- appropriate and complete documentation evidencing Contractor's compliance with all such laws, codes, rules, regulations, guidelines and orders. (The term "Hazardous Substances" shall have the meaning provided in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et. seq. (or any successor statute)). Contractor shall not include asbestos, polychlorinated biphenyls or urea formaldehyde in any construction materials. Contractor shall be responsible for the removal and cleanup of all hazardous and toxic materials and wastes brought to the project site or generated at the project site by Contractor or any subcontractor. Contractor shall indemnify, defend and hold harmless Owner from and against all claims, suits, damages, losses, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising

from or in connection with or otherwise relating to the use, generation, storage, release, transporting and disposal of any hazardous or toxic materials or waste in the performance of the Work.

## **ARTICLE 11** **INSURANCE**

**11.1** Contractor shall provide insurance as set forth in Schedule A that is attached to this Document and incorporated by reference.

**11.2** Owner and Contractor waive all rights against each other and any of their subcontractors, suppliers, and the agents and employees of any of them for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by Owner as fiduciary. Owner and Contractor shall require their subcontractors, suppliers, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property.

**11.3** Neither party nor their respective subcontractors, suppliers, agents, employees or representatives shall be deemed an employee of the other party, and each party shall indemnify, hold harmless, and defend the other party and its subcontractors, agents, employees and representatives from and against any liability of the indemnifying party for compensation under any applicable state or Federal worker's compensation law, including worker's compensation and/or employer's liability claims of employees.

## **ARTICLE 12** **UNCOVERING AND CORRECTION OF WORK**

**12.1** Contractor shall promptly correct Work rejected by Owner as failing to conform to the requirements of the Contract Documents. Contractor shall bear all costs associated with the identification, review, design, correction and testing of correcting such rejected Work.

**12.2** If Contractor fails to correct nonconforming Work within a reasonable time, Owner may correct it and Contractor shall reimburse Owner for the actual costs to correct any nonconforming Work.

**12.3** If a portion of the Work is covered contrary to Owner's written request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by Owner, be uncovered for Owner's observation and be replaced at Contractor's expense without change in the Contract Time.

## **ARTICLE 13** **MISCELLANEOUS PROVISIONS**

### **13.1 ASSIGNMENT OF CONTRACT**

Contractor shall not assign the Contract without written consent of Owner.

### **13.2 TESTS AND INSPECTIONS**

**13.2.1** Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, Contractor shall arrange for such tests, inspections and approvals with Owner or such other entity as Owner shall specify. In addition, Contractor shall arrange to have performed such additional tests and inspections as are specified in the Project Engagement Letter, if any. Owner shall bear all related costs of such required tests, inspections and approvals. If an independent testing laboratory is required by the Contract Documents, Owner shall select, provide and pay for initial testing by the independent testing laboratory.

**13.2.2** Owner may in its reasonable discretion require additional testing. Contractor shall, if so required, cause these tests to be performed by such entity as Owner shall designate, at Owner's expense.

**13.3 GOVERNING LAW**

The Contract shall be governed by the law and construed in accordance with internal laws of the State of Georgia exclusive of its conflict of laws rules. Any suits brought in connection with this Contract shall be brought in the Superior Court of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia, and all parties consent to jurisdiction and venue in these courts for purposes of all matters arising out of this Contract.

**13.4 NOTICE**

Every notice, demand or other document or instrument required or permitted to be given under the Contract may be given by either party by depositing the same in the US Mail, first class, addressed to the other as follows:

To Owner: Grady Health System - Facilities Development  
80 Jesse Hill Jr. Drive, S.E.  
P.O. Box 26083  
Atlanta, Georgia 30303  
Attn: Director

With a copy to: Grady Memorial Hospital Corporation (d/b/a Grady Health System)  
80 Jesse Hill Jr. Drive, S.E.  
Atlanta, Georgia 30303  
Attn: Administration

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

The foregoing shall not be deemed to preclude the use of other means of notification other than oral or to invalidate any notice properly given by any such other means than oral.

### **13.5 SEVERABILITY**

If any provision of the Contract shall be held invalid or unenforceable, that provision shall be deemed deleted from the Contract and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of the Contract shall continue in full force and effect.

### **13.6 NON-WAIVER**

No course of dealing or failure of Owner to enforce strictly any term, right, obligation or provision of the Contract shall be construed as a waiver of such provision.

### **13.7 JOINT WORK PRODUCT**

The Contract is the joint work product of representatives of Owner and Contractor. Accordingly, no inferences will be drawn against either party, including the party that drafted the Contract in its final form.

### **13.8 AUTHORITY**

Each party represents to the other that it has full authority to enter into and secure performance of the Contract, and that the person signing the Contract on behalf of the party has been properly authorized to enter into the Contract. Each party further acknowledges that it has read the Contract, understands it, and agrees to be bound by all of its terms, conditions and provisions.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **14.1 TERMINATION BY THE CONTRACTOR**

**14.1.1** Contractor may terminate the Contract if the Work is stopped for a period of 90 days through no act or fault of Contractor or a subcontractor, or their agents or employees or any other persons performing portions of the Work under contract with Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction;
2. because Owner has not issued a Certificate for Payment and has not notified Contractor of the reason for withholding certification as provided in Section 9.4, or because Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
3. if repeated suspensions, delays or interruptions by Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**14.1.2** If the Work is stopped for a period of 90 days through no act or fault of Contractor or a subcontractor or their agents or employees or any other persons performing portions of the Work under contract with Contractor because Owner has persistently failed to fulfill Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, Contractor may, upon seven additional days' written notice to Owner, terminate the Contract and

recover from Owner for the value of Work performed as determined in accordance with the schedule of values including reasonable demobilization costs.

## **14.2 TERMINATION BY THE OWNER FOR CAUSE**

**14.2.1** If Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or if Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of Contractor's properties is appointed; or if Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment of amounts properly owing to subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a subcontractor; or if a claim is filed against any part of the Work or the site of the project and, where the Contractor has furnished no payment bond, not promptly bonded or otherwise settled by Contractor in a manner satisfactory to Owner; or if Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body, or public or quasi-public authority having jurisdiction of the Work or the site of the project; or if he otherwise violates any provision of the Contract Documents; then Owner, without prejudice to any right or remedy available to Owner under the Contract Documents or at law or in equity, may, after giving Contractor and the surety under any Performance Bond or Payment Bond furnished in connection with the Contract, seven (7) days' written notice, terminate the Contract. If requested by Owner, Contractor shall remove any part or all of his equipment, machinery and supplies from the project site within seven (7) days from the date of such request, and in the event of Contractor's failure to do so, Owner shall have the right to remove or store such equipment, machinery and supplies at Contractor's expense. In case of such termination, Contractor shall not be entitled to receive any further payment for Work performed by Contractor through the date of termination, pending the final completion of the project and the determination of the sums due Contractor as indicated by Section 14.2.4.

**14.2.2** When any of the above reasons exist, Owner may without prejudice to any other rights or remedies of Owner and after giving Contractor and Contractor's surety, if any, seven (7) days' written notice, terminate the Contract and may, subject to any prior rights of the surety:

1. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor;
2. accept assignment of subcontractors pursuant to Section 5.2; and
3. finish the Work by whatever reasonable method Owner may deem expedient.

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

**14.2.4** If the unpaid balance of the Contract Sum exceeds all costs to Owner of completing the Work, then Contractor shall be paid for all Work performed by Contractor to the date of termination. If such costs to Owner of completing the Work exceed such unpaid balance, Contractor shall pay the difference to Owner immediately upon Owner's demand. The costs to Owner of completing the Work shall include (but not be limited to) the cost of any additional architectural, managerial and

administrative services required thereby, any costs incurred in retaining another contractor or other subcontractors, any additional interest or fees which Owner must pay by reason of a delay in completion of the Work, attorneys' fees and expenses, and any other damages, costs and expenses Owner may incur by reason of completing the Work. The amount, if any, to be paid to Contractor shall be certified by Owner, upon application, in the manner provided in Section 9.4 and this obligation for payment shall survive the termination of the Contract.

### **14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

**14.3.2** An adjustment shall be made pursuant to Change Order in accordance with Article 7, for increases in the cost of performance of the Contract and the Contract Time, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:

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

**14.3.3** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

### **14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

**14.4.2** Upon receipt of written notice from Owner of such termination for Owner's convenience, Contractor shall:

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

**14.4.3** In case of such termination for Owner's convenience, Contractor shall be entitled to receive payment from Owner for the value of Work performed as determined in accordance with the schedule of values including reasonable demobilization costs.

### **14.5 LIMITATION ON LIABILITY**

Notwithstanding anything to the contrary contained in the Contract Documents, Owner, GHS-FD or any of their respective partners, officers, shareholders, directors, agents or representatives shall not have any personal liability for any matters arising under this Contract, it being agreed that in the event of any judgment in favor of Contractor, Contractor's sole recourse shall be against the interest of Owner in the site and the project.

**ARTICLE 15**  
**PROTECTION OF OWNER'S OPERATIONS**

**15.1** To ensure the required protection and maintenance of Owner's operations, Contractor shall comply with the requirements set forth in Article 1 of the Project Engagement Letter.

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

OWNER:  
GRADY MEMORIAL HOSPITAL  
CORPORATION  
(D/B/A GRADY HEALTH SYSTEM)

CONTRACTOR:  
Name of Contractor  
Company Address

By: Grady Health System

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

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

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

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

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

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

# **EXHIBIT A**

**PROJECT ENGAGEMENT LETTER FOR  
CONSTRUCTION SERVICES  
GHS-FD PROJECT #{Projects.Number}  
{Projects.Name}  
CONTRACT # {Contracts.ContractNumber}  
GRADY MEMORIAL HOSPITAL CORPORATION  
(D/B/A GRADY HEALTH SYSTEM)  
80 Jesse Hill Jr. Drive, SE  
Atlanta, GA 30303  
("Owner")**

**and**

**{Company.Name}  
{Addresses.DisplayAddress}  
(Contractor)**

Project Manager: {Projects.ProjectManager}

**Date**

Dear Mr. {Contacts.LastName}:

Grady Memorial Hospital Corporation d/b/a Grady Health System, ("Owner"), desires to retain {Company.Name}, a \_\_\_\_\_ Corporation, ("Contractor"), as set forth in this Project Engagement Letter and in the General Terms and Conditions of Contract for Construction Services between Owner and Contractor ("Document"). All the terms and conditions of the Document are incorporated by reference and shall be effective with respect to the subject matter of the letter as if such provisions, terms and conditions were fully set forth. All terms used in this Letter that begins with an initial capital letter, that are not otherwise defined in the in the Letter, but that are defined in the Document, shall have the same meaning for purposes of the Document. This letter relates to the development and construction of {Projects.Name}, the ("Project"), on the real property commonly known as {Projects.State} The legal description of the "Project" is on file and available for inspection during regular business hours at Owner.

#### **ARTICLE 1: SCOPE**

- 1.1 Provide all labor, material, equipment, facilities, and the ways and means necessary to complete the Work , consisting of but not limited to the following:
  - 1.1.1 {Contracts.ScopeOfWork}
  -
- 1.2 It is agreed that plans, drawings, specifications attached to or referenced are intended to describe the scope of Work and will not include any term or conditions that conflicts with the Document of this Letter. Any term or conditions not consistent with this provision shall not be binding on the Owner, unless agreed to in a separate document signed by both parties as provided in Section 1.1.1.

#### **ARTICLE 2: SCHEDULE**

- 2.1. The Project Start date is: {Projects.StartDate}
- 2.2. The Project Substantial Completion Date is: {Contracts.OrigSubstComplDate}

#### **ARTICLE 3: CONTRACT SUM AND PAYMENTS**

- 3.1. The Contract Sum is: {Contracts.OrigValue}
- 3.2. Contract Sum will be paid as work is completed and invoiced via the Monthly Progress Payments, with Retainage as set forth in 3.3.
- 3.3. Progress Payments Retainage:
  - 10% as to Work Properly Completed
  - 30% as to materials delivered to the site (of off-site if consented to by Owner in writing), and suitably stored, insured and segregated for subsequent incorporation in the Work
  - 10%as to materials properly incorporated in the WorkUpon Substantial Completion the Retainage held by Owner shall be reduced to the greater of:
  - 5% of the Contract the Contract Sum or
  - 200% of the estimated cost (as determined by Owner) of completing Punch List items.
- 3.4 Payment: Contractor is to be made aware the Grady Health System pays invoices on a sixty (60) day cycle.

#### **ARTICLE 4: ADDITIONAL PROVISIONS**

##### 4.1. Fees for Changes in the Work

The following fee schedule shall apply for all Change Order Work on a net basis:

Self-Performed Additive Work:

Self-Performed Deductive Work:

Subcontractor Performed Additive Work:

Subcontractor Performed Deductive Work:

- 4.2. Provide Payment and Performance Bonds on forms provided by GHS-FD.
- 4.3. Provide one (1) year warranty on forms acceptable to GHS-FD

If you are in agreement with the terms and conditions of this letter and wish to accept the Contract, then please sign and return one copy to me.

Sincerely,

WE ACCEPT AND AGREE TO THE TERMS OF THE CONTRACT:

OWNER:

Grady Memorial Hospital Corporation  
(d/b/a Grady Health System)

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

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

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

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

CONTRACTOR:

{Company.Name}

{Addresses.Address1}

{Addresses.NameOfLocation}

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

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

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

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

**SCHEDULE A**  
Contractor's Minimum Insurance Requirements

Compliance by the Seller with the insurance requirement set forth herein shall not relieve the Seller from liability for amounts in excess of the required limits of insurance.

The types of insurance and minimum limits required hereunder are:

- a) Worker's Compensation Insurance with statutory limits, as required by the State of Georgia
- b) Employer's Liability Insurance with limits of not less than \$1,000,000 to any one person;
  - (1) USL&H, FELA, Jones Act & Continental Shelf Act endorsements, if applicable.
- c) Commercial General Liability Insurance, written on an occurrence form including explosion, collapse, and underground:

\$1,000,000	Each Occurrence (BI & PD Combined Single Limit)
\$2,000,000	General Aggregate (Per Project)*
\$1,000,000	Personal Injury and Advertising Liability
\$1,000,000	Products & Completed Operations Aggregate
	Contractual Liability to cover all Liabilities assumed under this purchase order or Contract subject to policy exclusions.
\$100,000	Premises Legal Liability
\$10,000	Medical Expense
- d) Automobile Liability Insurance covering all non-owned, and hired automobiles used in connection with the Seller's work with combined single limits for Bodily Injury and Property Damage of not less than \$1,000,000 per accident.
- e) Professional Liability Insurance, if applicable, with limits of not less than \$5,000,000 each occurrence.
- f) Umbrella Liability Insurance excess of all the above required coverages with a minimum limit of \$5,000,000 each occurrence.

In addition to the above Insurance requirements, Seller shall obtain and keep in force until Owner Occupancy an All Risk Builders Risk Policy with limits of liability equal to or exceeding the full Contract Value of the Project. Such Insurance shall be primary in the event of any covered loss.

Grady Health System (Owner) shall be included as an additional insured under all coverages (except workers' compensation and employers' liability) as required by this purchase order or Contract and such additional insured status shall be specifically identified on the certificate of insurance.

Prior to commencement of work, the Seller shall deliver to Owner's Agent, insurance certificates evidencing that the required insurance is in force with insurance companies satisfactory to Owner (Minimum A.M. Best A-VII). All certificates of insurance required hereunder shall specifically state that there shall be no material change in, or cancellation of, the policy or policies evidenced except upon 30 days prior written notice via certified mail to Owner's Agent and that 30 days prior to the renewal date. The Seller shall furnish Owner's Agent with updated or replacement certificates of insurance that clearly evidence continuation of coverages in the same manner, limits and protections as required by Owner and Owner's Agent.

Such insurance as required shall be kept in force by the Seller continuously during the life of this purchase order or Contract and for a period of not less than 90 days after the date of final completion; additionally, the Completed Operations insurance required herein under shall be kept in force by the Seller for a period of not less than three (3) years after the date of final completion.

## SECTION 01025 - PAYMENT, MODIFICATION, AND COMPLETION PROCEDURES

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Schedule of values.
  - 2. Payment procedures.
  - 3. Modification procedures.
  - 4. Completion procedures.

#### 1.02 CONTRACT CONDITIONS

- A. See the conditions of the contract for additional requirements.
- B. The Owner will retain from each progress payment an amount equal to 10 percent of the value of the work covered by the progress payment.
  - 1. If the work is 50 percent complete and the character and progress of the work have been satisfactory, the Owner may determine that as long as the character and progress of the work remain satisfactory no additional retainage will be withheld.
  - 2. At substantial completion the Contractor may apply for release of retainage sufficient to bring the total of payments to 95 percent of the contract sum, less those amounts that are withheld to cover incomplete or incorrect work and unsettled claims, as defined elsewhere.
- C. No payment will be made for materials or equipment stored off site.
- D. Payments may be withheld if the Contractor fails to make dated submittals within the time periods specified.
- E. In addition to the requirements of this Section, Contractor shall submit with each Application for Payment, the following: (payment will not be processed without these submittals)

A copy of the "Weekly Toolbox Safety Talks"

A copy of the current Schedule indicating the Project is "On Schedule" or a "Schedule Recovery Plan".

A copy of the "GHS-FD signed Daily Report" for each day of the pay period. (on forms provided by GHS-FD or approved equal)

#### 1.03 DEFINITIONS

- A. Change Proposal Request: Any written request from the Owner to the Contractor for a quotation, price, or breakdown on a change proposed but not ordered.
- B. Final Completion: The stage at which all incomplete and incorrect work has been completed or corrected in accordance with the contract documents.
- C. List of Incomplete Work: A comprehensive list of items to be completed or corrected, prepared by the Contractor for the purpose of obtaining certification of substantial completion. This list is also referred to as a "punchlist."

- D. Modifications: Written amendments to the contract signed by both the Owner and the Contractor, change orders, construction change directives, and written orders for a minor change in the work issued by the Architect.
- E. Schedule of Values: A detailed breakdown of the contract sum into individual cost items, which will serve as the basis for evaluation of applications for progress payments during construction.
- F. Substantial Completion: The time at which the work, or a portion of the work which the Owner agrees to accept separately, is sufficiently complete in accordance with the contract documents so that the Owner can occupy or use the work for its intended purpose.
- G. Time and Material Work: Work which will be paid for on the basis of the actual cost of the work, including materials, labor, equipment, and other costs as defined elsewhere, as documented by detailed records. This basis is also referred to using the terms "cost-plus," "cost of the work," "force account," and similar terms.

#### 1.04 SUBMITTALS

- A. Schedule of Values: First application for payment will not be reviewed without schedule of values.
  - 1. Submit in size not larger than 8-1/2 by 11 inches.
  - 2. Submit 5 copies.
  - 3. Identify with:
    - a. Project name.
    - b. Project number.
    - c. Architect's name.
    - d. Owner's name.
    - e. Contractor's name and address.
    - f. Submittal date.
- B. Applications for Progress Payments: Submit sufficiently in advance of date established for the progress payment to allow for the processing indicated.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.01 SCHEDULE OF VALUES

- A. Prepare a schedule of values prior to the first application for payment.
- B. Schedule of Values: Break costs down into line items which will be comparable with line items in applications for payment.
  - 1. Coordinate line items in the schedule of values with portions of the contract documents which identify units or subdivisions of work; provide cross-referencing if necessary to clarify.
    - a. Specifically, correlate with the project manual table of contents.
  - 2. Divide major subcontracts into individual cost items.
  - 3. Where applications for payment are likely to include products purchased or fabricated but not yet installed, provide individual line items for material cost, installation cost, and other applicable phases of completion.
  - 4. Show overhead and profit as a single line item.
  - 5. Include the following information for each line item, arranged in columns:
    - a. Item name.
    - b. Applicable specification section.

- c. Dollar value, rounded off to the nearest whole dollar (with the total equal to the contract sum).
    - d. Proportion of the contract sum represented by this item, to the nearest one-hundredth percent (with the total adjusted to 100 percent).
  - 6. Provide the following supporting data for each line item:
    - a. Subcontractor's name.
    - b. Manufacturer or fabricator's name.
    - c. Supplier's name.
- C. Submit schedule of values not later than 10 days prior to submittal of first application for payment.
- D. The Owner will notify the Contractor if schedule is not satisfactory; revise and resubmit acceptable schedule.
- E. Submit a revised schedule of values when modifications change the contract sum or change individual line items.
  - 1. Make each modification a new line item.
  - 2. Show the following information for each line item:
    - a. All information required for original submittal.
    - b. Identification of modifications which have affected its value.
  - 3. Submit prior to next application for payment.

### 3.02 APPLICATIONS FOR PAYMENT

- A. Application for Payment Forms: Use AIA original current editions of G702, Application and Certificate for Payment, and AIA G703, Continuation Sheet or similar pre-approved forms.
- B. Preparation of Applications for Payment: Complete form entirely.
  - 1. Make current application consistent with previous applications, certificates for payment, and payments made.
  - 2. Base application on current schedule of values and Contractor's construction schedule.
  - 3. Include amounts of modifications issued before the end of the construction period covered by the application.
  - 4. Include signature by person authorized by the Contractor to sign legal documents.
  - 5. Notarize each copy.
  - 6. Submit in accordance with the Invoicing Instructions Section 3.08.
  - 7. Attach sworn statement.
  - 8. Attach revised schedule of values, if changes have occurred, unless application forms already show entire schedule of values.
  - 9. Also attach:
    - a. Progress Report.
- C. Provide the following information with every application for payment which involves work completed on a time and material basis:
  - 1. Detailed records of work done, including:
    - a. Dates and times work was performed, and by whom.
    - b. Time records and wage rates paid.
    - c. Invoices and receipts for products.
  - 2. Provide similar detailed records for subcontracts.
- D. Transmit application for payment with a transmittal form itemizing supporting documents attached.
  - 1. Transmit to Owner in accordance with Invoicing Instructions.

### 3.03 SWORN STATEMENT

- A. Submit, with each application for payment, a sworn statement on forms provided by GHS-FD or approved equal.

### 3.04 FIRST PAYMENT PROCEDURE

- A. The first application for payment will not be reviewed until the following submittals have been received:
  1. Certificates of insurance.
  2. Performance and payment bonds.
  3. Schedule of values.
  4. List of subcontractors, principal suppliers, and fabricators.
  5. Contractor's construction schedule.
  6. Submittal schedule.
  7. Quality control activities schedule.
  8. Names of the Contractor's principal staff assigned to the project.
  9. Names of the Contractor's principal consultants.
  10. Copies of building permit and other authorizations from governing authorities.
  11. Schedule of values.
  12. All submittals specified to occur prior to first application for payment or prior to first payment.

### 3.05 MODIFICATION PROCEDURES

- A. Designate a single individual authorized to receive change documents and who will be responsible for informing others of changes to the work.
- B. Changes in cost resulting from modifications shall include only those costs specified elsewhere in the contract documents.
- C. When requested in writing, the Contractor shall provide sufficient information for evaluation of proposed changes within 14 days.
- D. Provide the following information for every change proposal request:
  1. The amount of change in the contract sum, if any.
  2. The amount of change in the contract time, if any, with explanation.
  3. Cost breakdown, using schedule of values line items, separated into material and labor costs, additions and deletions, and with overhead and profit handled in the same manner as specified for the schedule of values.
  4. The period of time within which the proposed changes in contract sum or time will be valid.
  5. A statement describing the effect the change may have on the work of other prime Contractors.
  6. Upon request, provide the following information:
    - a. Quantities and unit costs of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
- E. When changes are performed on a time and material basis, identify the applicable modification on the application for payment.
- F. Provide the following information with every claim for additional costs:
  1. Origin and date of claim.
  2. Detailed records as specified for time and material work.

- G. The Contractor may propose changes.
  - 1. Do not use change order form.
  - 2. Provide the information required for change proposal requests.
  - 3. Describe reasons for change.
  - 4. Document proposed substitutions as specified elsewhere.

### 3.06 SUBSTANTIAL COMPLETION PROCEDURES

- A. Request for inspection and application for payment may coincide.
- B. The Architect will perform one inspection for substantial completion, upon request of the Contractor.
  - 1. If the Architect is unable to issue the certificate of substantial completion because the work is not considered to be substantially complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Architect's services and expenses.
  - 2. Only one certificate of substantial completion will be issued, for the entire project.
- C. Do not submit request for inspection for substantial completion until the following activities have been completed:
  - 1. Instruction of the Owner's personnel.
  - 2. Removal of temporary facilities.
  - 3. Changeover to permanent locking systems.
  - 4. Final cleaning.
  - 5. All activities specified to occur prior to substantial completion.
  - 6. All activities specified to occur prior to substantial completion.
- D. Do not submit request for inspection for substantial completion until the following submittals have been completed:
  - 1. List of incomplete work.
  - 2. Project record documents.
  - 3. List of incomplete work.
  - 4. Project record documents.
  - 5. All submittals specified to occur prior to substantial completion.
- E. Submit the following with application for payment following substantial completion:
  - 1. Contractor's affidavit of release of liens.
  - 2. Meter readings of all utilities services for which the Contractor has been paying.
  - 3. Request for reduction or release of retainage.
  - 4. Consent of surety to reduction in or partial release of retainage.
  - 5. Final list of incomplete work.
  - 6. Other data required by the contract documents.

### 3.07 FINAL COMPLETION PROCEDURES

- A. Request for final inspection and final application for payment may coincide.
- B. The Architect will perform one inspection for final completion, upon request of the Contractor.
  - 1. Submit the following with request for inspection:
    - a. Previous inspection lists indicating completion of all items.
    - b. If any items cannot be completed, obtain prior approval of such delay.
  - 2. If the Architect is unable to issue the certificate for final payment because the work is not complete, the Contractor shall pay all subsequent inspection costs, including compensation for the Architect's services and expenses.

- C. Do not submit request for final inspection until the following activities have been completed:
  - 1. Completion of all work, except those items agreed upon by the Owner.
  - 2. Delivery of maintenance materials and tools.
  - 3. Demonstration of all equipment and systems.
  - 4. Final property survey.
  - 5. All activities specified to occur between substantial completion and final completion.
  
- D. Do not submit request for final inspection until the following submittals have been completed:
  - 1. Startup reports.
  - 2. Final testing, adjusting, and balancing reports.
  - 3. Operation and maintenance data.
  - 4. Demonstration reports.
  - 5. Instruction reports.
  - 6. Warranties.
  - 7. Maintenance agreements.
  - 8. Final progress photographs.
  - 9. All other outstanding specified submittals.
  
- E. Submit the following with the final application for payment:
  - 1. Certified copy of the previous list of items to be completed or corrected, stating that each has been completed or otherwise resolved for acceptance.
  - 2. Updated final statement, accounting for final changes to the contract sum.
  - 3. Consent of surety to final payment.
  - 4. Final liquidated damages statement.
  - 5. Meter readings of all utilities services for which the Contractor has been paying after substantial completion.
  - 6. Certification that financial obligations to governing authorities and public utilities have been fulfilled.
  - 7. Description of unsettled claims.
  - 8. Certificates of insurance for all coverages specified to commence at final completion.
  - 9. Other data required by the contract documents.

### 3.08 INVOICING INSTRUCTIONS

- A. Submit in accordance with Schedule "B".

END OF SECTION 01025

## SECTION 01030

### ALTERNATES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

A. Section Includes:

1. Alternatives:

- a. List of alternates.
- b. Procedures for alternate work.

##### 1.02 ALTERNATIVE LIST

A. Alternate No. 1:

Insert Description

B. Alternate No. 2:

Insert Description.

#### PART 2 – PRODUCTS (NOT USED)

#### PART 3 – EXECUTION

##### 3.01 ALTERNATES

- A. Notify in writing each entity involved of the status of each alternate, immediately after notification by the Owner.
  - 1. Include complete description of any changes agreed upon.
- B. Coordinate alternate work with related Work and modify adjacent Work as required.

END OF SECTION 01030-1

## SECTION 01040 - COORDINATION

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Permits and licenses.
  - 2. Access to the site.
  - 3. Contractor's use of the premises.
  - 4. Coordination requirements.
  - 5. Coordination drawings.
  - 6. Preconstruction meeting.

#### 1.02 REGULATORY REQUIREMENTS

- A. Submit copies of all permits, licenses, and similar permissions obtained.
- B. The space available to the contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is shown on the drawings.
  - 1. Other areas are off limits to all construction personnel.
- C. Signs: Provide signs adequate to direct visitors.
  - 1. Do not install, or allow to be installed, signs other than GHS-FD approved signs..

#### 1.03 CONTINUITY OF SERVICE

- A. All work shall be scheduled with that of other trades. The following conditions shall apply to all affected work.
- B. Before disconnecting any existing systems for changes, the Contractor shall:
  - 1. Have all materials needed stored at the job site.
  - 2. Have assurance that all labor and skilled mechanics needed will be available at the proper time.
  - 3. Estimate the time the system will be out of service and inform GHS-FD in accordance with the GHS-FD's stated policies.
  - 4. Secure approval of the shutdown dates from GHS-FD in writing before disconnecting the system. Shutdowns shall comply with the GHS-FD Shutdown Procedure.
  - 5. Have emergency equipment on-site at all times to remediate accidents. The Emergency "Crash Cart" shall contain at the minimum a Fire Extinguisher, Wet Vacuum, Crimping Tool, & Water Absorbing Media. The crash cart shall be immediately adjacent to the worksite of the utility shut down and multiple floors, or areas shall each have their own crash cart. Contractor shall have at the minimum 1 crash cart for each 5,000sq ft of continuous space or 1 crash cart for each segregated space.
- C. No Work will be performed in the public's views. All work must be done after 7.00 AM, and before 7:00 PM., except for scheduled Utility Shutdowns.
- D. All interruption of building utilities which must remain in service for the occupants of this building or adjacent buildings will be scheduled with the GHS-FD. GHS-FD will notify the contractor if the utility interruption must be rescheduled due to occupant conflicts or other reasons.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 PRECONSTRUCTION MEETING

- A. A preconstruction meeting will be held at a time and place designated by the GHS-FD, for the purpose of identifying responsibilities of the Owner, the Contractors and the Architect's personnel and explanation of administrative procedures and Field Operations.
- B. The contractor shall also use this meeting for the following minimum agenda:
  - 1. Construction schedule.
  - 2. Use of areas of the site.
  - 3. Delivery and storage.
  - 4. Safety.
  - 5. Security.
  - 6. Cleaning up.
  - 7. Subcontractor procedures relating to:
    - a. Submittals.
    - b. Change orders.
    - c. Applications for payment.
    - d. Record documents.
- C. Attendees shall include:
  - 1. The owner.
  - 2. The architect, and any consultants.
  - 3. The contractor and its superintendent.
  - 4. Major subcontractors, suppliers, and fabricators.

### 3.02 SECURITY PROCEDURES

- A. Limit access to the site to persons involved in the work.
- B. Provide secure storage for materials for which the owner has made payment and which are stored on site.
- C. Secure completed work as required to prevent loss.
- D. Coordinate with the Owner's representative, regarding normal and special security procedures and requirements.

### 3.03 ACCESS TO THE SITE AND USE OF THE PREMISES

- A. The space available to the contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is shown on the drawings.
  - 1. Other areas are off limits to all construction personnel.
- B. Access to site will be extremely limited; obtain GHS-FD's approval of proposed routes of access.
- C. The existing building will be occupied during the construction period.
  - 1. The Owner will endeavor to cooperate with the contractor's operations when the contractor has notified GHS-FD in writing 7 days in advance of need for changes in operations in order to accommodate construction operations. For utility interruption Contractor is to use "Utility Shutdown Request" form as provided by GHS-FD.
  - 2. Conduct the work so as to cause the least interference with the Owners operations.

- D. No onsite storage will be available – use “just in time deliveries” to stock the construction area.

### 3.04 COORDINATION

- A. If necessary, inform each party involved, in writing, of procedures required for coordination; include requirements for giving notice, submitting reports, and attending meetings.
  - 1. Inform the owner when coordination of his work is required.
- B. See other requirements in other portions of the contract documents.
- C. Prepare the coordination drawings specified in product sections.
  - 1. Where space is limited, show plan and cross-section dimensions of space available, including structural obstructions and ceilings as applicable.
  - 2. Coordinate shop drawings prepared by separate entities.
  - 3. Show installation sequence when necessary for proper installation.

### 3.05 COORDINATION WITH GRADY HEALTH SYSTEM

- A. Occupied areas include all areas in which the hospitals regular operations will be going on or to which the Hospital requires access during the construction period, whether conducted by the Hospital or his customers, clientele, or the public. Activities of the Hospital will not be cause for claim of additional time or compensation.
- B. Limit access through occupied areas to those days and times which GHS-FD approves.
- D. When the following must be modified notify GHS-FD 7 days in advance in writing. Provide alternate facilities acceptable to the GHS-FD:
  - 1. Emergency means of egress.
  - 2. Entrances which must remain open.
  - 3. Utilities which must remain in operation.
  - 4. Informational signage.
- E. If the Owner enters into a contract with any other contractor for any Work to be done on this Project, then said other contractor shall not only cooperate with any other such contractor and with the Contractor as provided in Article 6 of the Conditions, but shall also conform to all reasonable directions given by the Contractor in regard to the scheduling of the Work. Such other contractors shall maintain labor practices consistent with those of the Contractor. The Contractor shall cooperate with other such contractors in affording them access to the Project and use of vertical transportation, hoisting equipment, temporary utilities and other equipment and facilities to reasonably enable such other contractor to complete its Work.

### 3.06 COORDINATION LAYOUT DRAWINGS

- A. Prepare and furnish the following Coordination Layout Drawings to the Architect as Informational Submittals.
    - 1. Floor/ceiling layout plans.
    - 2. All work to be done in the ceiling area of the floor below the work site.
  - B. Refer to the General Conditions for the requirements for Informational Submittals. The Architect will not take action or review these Informational Submittals except as may be necessary to insure compliance with these provisions.
  - C. Produce composite Layout Drawings which integrate all components of the work of Division 15, and the work of the other trades and Divisions listed hereinafter, for all work to be furnished and installed.
  - D. Show all piping, conduits, and other components which are 4 inches or greater in their least
- GHS-FD

dimension. Show components which are less than 4 inches in their greatest dimension only if needed to coordinate the work or verify routing conflicts.

- E. Show the following:
  - 1. Ductwork (sheet metal).
  - 2. HVAC piping.
  - 3. Domestic plumbing systems.
  - 4. HVAC equipment.
  - 5. Electrical raceways and ceiling mounted equipment.
  - 6. Fire protection (sprinkler) piping.
  - 7. Other work or products of equal size or greater which takes up physical space in the area covered and which may be essential for coordination.
- F. Background information shall be a duplicate of Ductwork and HVAC Piping Shop Drawings called for to be furnished in Division 15.
- G. Layout Drawings may be processed independently of Shop Drawing submittals except background data shall be identical to data on Shop Drawings called for.
- H. Identify areas of conflict, if any, and any changes or deviations from Contract requirements.
  - 1. Where space is restricted, show plan and cross-section dimensions of space available, including structural obstructions and ceilings as applicable.
- I. Style, layout, format, scale, shall be as called for Ductwork Shop Drawings in Division 15.
- J. Show the work of other trades including, but not limited to, ceiling grids, light fixtures, soffits, raceways, steel framing, columns and beams. Show installation sequence when necessary for installation.
- K. Include a sign-off block in the border of each sheet or drawing to indicate review of all trades who have work in ceilings including electrical, fire protection, and communications. Submit to the Architect only after all trades involved have signed-off as evidenced by signature and date.
- L. Include the submittal of Layout Drawings in the Schedule of Submittals called for in Section 01300. Produce and submit Layout Drawings in a timely manner in keeping with the Construction Schedule and to allow time for completion of drawing(s) and submittal prior to beginning actual physical work in the areas affected.
- M. Unless recognized and permitted by the Construction Schedule do not wait for final approval of Shop Drawings prior to beginning, completing, or submitting Layout Drawings called for.
- N. Include a revision block in the drawing format and update Layout Drawings on a regular basis to reflect changes and revisions.
- O. Final version of Layout Drawings shall reflect actual as-built conditions, shall be furnished to the Architect at Substantial Completion and shall be part of the requirement of the Contractor to furnish Record Drawings as called for by Section 01800.

END OF SECTION 01040

## SECTION 01045 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.01 DESCRIPTION OF REQUIREMENTS:

- A. Definition: "Cutting and patching" is hereby defined to mean alteration and repair of nominally completed and previously existing work for any of the following reasons, but not necessarily for only the following reasons:
  - 1. To accommodate coordination of work;
  - 2. For installation of other work;
  - 3. To uncover other work for access or inspection;
  - 4. To obtain samples for testing, or for similar purposes.
  
- B. Specifically excluded from the definition are cutting and patching operations which are integral to the manufacturing, fabricating, erecting, and installing processes for individual units of work. Drilling the work to install fasteners and similar operations are also excluded from the definition of cutting and patching.
  
- C. Related Work Described Elsewhere:
  - 1. Demolition is a related but separate category of work which may or may not also require cutting and patching as defined in this section; refer to Section 02070 for demolition requirements.
  - 2. Restoring or removing and replacing non-complying work is specified elsewhere in the Contract Documents, and particularly in the General Conditions, but such restriction or removing and replacing of non-complying work may require cutting and patching operations as specified in this section.
  - 3. Refer to other sections of these Specifications for specific cutting and patching requirements and limitations applicable to individual units of work.

#### 1.02 QUALITY ASSURANCE:

- A. Structural Work: Do not cut and patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Obtain Architect's approval prior to cutting and patching the following categories of work:
  - 1. Existing columns.
  - 2. Existing beams.
  - 3. Existing structural slabs.
  - 4. Exterior curtain wall construction.
  - 5. Pressurized piping, vessels, and equipment.
  
- B. Operational and Safety Limitations: Do not cut and patch operational elements and safety related components in a manner resulting in a reduction of capacities to perform in manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.
  
- C. Visual Requirements: Do not cut and patch work exposed on exterior or exposed in occupied spaces of building in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of cut and patch work, both as judged solely by Architect. Remove and replace work judged by Architect to be cut and patched in visually unsatisfactory manner.
  - 1. Engage recognized expert entities to perform cut and patch work, and engage original installer or fabricator for such work whenever practicable.

### 1.03 SUBMITTALS:

- A. Proposals for Cutting and Patching: Where prior approval of cutting and patching is required, submit proposal well in advance of time work is to be performed, and request approval to proceed. Include description of why cutting and patching cannot reasonably be avoided, how it will be performed, how any structural elements will be reinforced, products to be used, firms and tradesmen to perform the work, approximate dates of work, and anticipated results in terms of variations from the work as originally completed.
  - 1. Approval by Architect to proceed with cutting and patching does not waive right to later require complete removal and replacement of work found to be cut and patched in unsatisfactory manner.

## PART 2 - PRODUCTS

### 2.01 MATERIALS:

- A. General: Except as otherwise indicated or approved by Architect, provide materials for cutting and patching which will result in equal or better work than work being cut and patched. Comply with requirements of technical sections for materials and installation methods in each case.

## PART 3 - EXECUTION

### 3.01 PREPARATION:

- A. Temporary Support: Provide adequate temporary support for work to be cut, to prevent failure; do not endanger other work.
- B. Protection: Provide adequate protection of other work during cutting and patching, to prevent damage, and provide protection of work from adverse weather exposure.
- C. Obtain a "Cutting and Burn Permit" from the GHS-FD project manager prior to scheduling the work

### 3.02 CUTTING AND PATCHING PROCEDURES:

- A. General: Employ only skilled tradesmen to perform cutting and patching. Proceed with cutting and patching at earliest feasible time, and perform the work promptly.
- B. Cutting: Cut work by methods least likely to damage work to be retained and work adjoining.
  - 1. Where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work.
- C. Patching: Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
- D. Tolerances: Fit work airtight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- E. Finishes: Restore exposed finishes of patched areas, and where necessary, extend

finished restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.

1. Where patch occurs in smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.

## SECTION 01070 - PROJECT CONDITIONS

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. General project conditions.

#### 1.02 PROJECT CONDITIONS

- A. Some areas of existing building will be occupied during the period in which the work will be conducted; avoid interference with use of those areas and interruption of access to them.
- B. Take precautions to prevent fires and to facilitate fire-fighting operations.
  - 1. Keep flammable materials in non-combustible containers; store away from potential fire sources; remove flammable waste regularly.
  - 2. Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.
  - 3. Smoking is prohibited throughout hospital.
  - 4. Carefully supervise the operation of potential fire sources, including heating units.
  - 5. Conduct welding operations in manner to prevent fire; comply with local regulations.
- C. Take precautions to prevent accidents due to physical hazards:
  - 1. Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.
  - 2. Safety barricades: Comply with regulations.
  - 3. Provide temporary walkways where walking surfaces are hazardous.
  - 4. Notify the Owner before beginning work that involves hazardous operations, including use of explosives and the like.
- D. Take care to prevent pollution of air, water, and soil.
  - 1. Comply with environmental protection regulations.
  - 2. Limit effluent and rainwater runoff into waterways as required by regulations.
  - 3. Do not dump contaminants in areas that will result in contamination of waterways.
- E. Minimize discharge of effluent and rainwater runoff into sewers.
  - 1. Control sediment discharge into sewers; filter out construction debris, soil, and contaminants.
  - 2. Comply with regulations and orders of public utilities regarding use of sewers.
  - 3. Where disposal of effluent or rainwater by means of sewers is not lawful or is not possible, provide alternative methods of disposal.
- F. Prevent erosion due to rainwater runoff.
- G. Control windblown dust; prevent erosion to site and nuisance to neighbors.
- H. Do not use tools or equipment which produce harmful levels of noise.

- I. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.
- J. Control rodents and other pests; prevent infestation of adjacent sites and buildings due to pests on this site.
- K. Keep public streets free of debris due to this work.
- L. Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.
- M. Provide temporary means of draining roofs where required.
- N. Conduct construction operations so that no part of the work and no part of the existing construction is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.
- O. Conduct construction operations so that waste of power, water, and fuel is avoided.
- P. Provide temporary supports as required to prevent movement and structural failure.
- Q. Install products only during environmental conditions which will ensure the best possible results.
- R. Provide (1) one 20# ABC Fire extinguisher at each exit location from the space, or provide in accordance with OSHA requirements which ever is more stringent.
- S. Provide (1) wet vac and (1) crimping tool on project at all times along with water absorbing materials.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01070

## SECTION 01091

### REFERENCE STANDARDS

#### PART 1 GENERAL

APPLICABILITY: See individual section(s) to determine which portions of the Work are required to comply with which standard(s).

##### 1.01 AGC – THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

- A. NONE.

##### 1.02 AIA – THE AMERICAN INSTITUTE OF ARCHITECTS

- A. AIA: Guidelines for Design & Construction of Hospital & Health Care Facilities

##### 1.03 ANSI – AMERICAN NATIONAL STANDARDS INSTITUTE

- A. ANSI A10.6 – 1990 – American National Standard for Construction and Demolition Operations – Safety Requirements for Demolition Operations, 1990., and current editions of all other applicable ANSI Standards.

##### 1.04 ASTM – AMERICAN SOCIETY FOR TESTING AND MATERIALS

- A. ASTM E 699-03 – Standard Practice for Evaluation of Agencies Involved in Testing, Quality Assurance, and Evaluating Building Components.
- B. ASTM E699-99 - Standard Criteria for Evaluation of Agencies Involved in Testing, Quality Assurance, Evaluating Building Components in Accordance with Test Methods Promulgated by ASTM Committee E-6.

##### 1.05 BOGA – BUILDING OFFICIALS & CODE ADMINISTRATORS INTERNATIONAL, INC.

- A. International Building Codes.

##### 1.06 CSI – CONSTRUCTION SPECIFICATIONS INSTITUTE, THE

- A. Manual of Practice; 2004

##### 1.07 EJCDC – ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE, THE

- A. EJCDC 1910-8-83 – Standard General Conditions of the Construction Contract; 1983.
- B. EJCDC 1910-8-E – Application for Payment; 1983.

##### 1.08 FM – FACTORY MUTUAL SYSTEM

- A. FM P7825 – Approval Guide 2006.

##### 1.09 ICBO – INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS, w/ Georgia Amendments

- A. 2000 International Building Code.

- B. 2000 International Mechanical Code.
  - C. 2000 International Plumbing Code.
  - D. 2002 International Electrical Code.
  - E. 2003 International Fire Code.
  - F. 2000 International Energy Conservation Code.
  - G. 2000 NFPA 101 Life Safety Code.
  - H. Georgia Accessibility Code – Rules and Regulation of the Georgia Safety Fire Commission – Ch 120-3-20.
  - I. SBCCI Existing Building Code, 1988 ed.
- 1.10 NEMA – NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
- A. NEMA WD 6-1988 – Wiring Devices – Dimensional Requirements; 1988.
- 1.11 NFPA – NATIONAL FIRE PROTECTION ASSOCIATION
- A. NFPA 241 – Standard for Safeguarding Construction, Alteration, and Demolition Operations, 2004., and current editions of all other applicable NFPA Standards
- 1.12 NIBS – NATIONAL INSTITUTE OF BUILDING SCIENCES
- A. Asbestos Abatement and Management in Buildings, Model Guide Specifications; 1992.
- 1.13 UL – UNDERWRITERS LABORATORIES INC.
- A. Building Materials Directory; 2005
- 1.14 US – UNITED STATES GOVERNMENT
- A. 29 CFR 1910 – Occupational Safety and Health Standards; Occupational Safety and health Administration; 1990.
  - B. 29 CFR 1910.1001 – Asbestos, Tremolite, Anithophyllite, and Actinolite; Occupational Safety and Health Administration; 1990.
  - C. 29 CFR 1926 – Safety and Health Regulations for Construction; Occupational Safety and health Administration; 1990.
  - D. 40 CFR 61 – National Emission Standards for Hazardous Air Pollutants; Environmental Protection Agency; 1991.
  - E. NFGS – 02080 – Removal & Disposal of Asbestos Materials; Department of the Navy 1987.
- 1.15: OTHER:
- A. State of Georgia Fire Laws, Rules of the Safety Fire Commisioner, OCGA Chapters

120-3-20 current edition

- B. JCAHO
- C. CDC
- D. Project Specific ISLM and Infection Control Measures.

#### 1.15 STANDARDS

- A. Standards and their requirements as noted, specified, or made reference to in the individual specifications sections are to be made part of the requirements of the Contract. The Contractor is publishing agencies and common abbreviations:

- AA Aluminum Association Inc.  
818 Connecticut Avenue, NW  
Washington, DC 20006
- AAMA Architectural Aluminum Manufacturers Association  
35 East Wacker Drive  
Chicago, IL 60601
- AASHO American Association of State Highway Officials
- ACI American Concrete Institute  
P.O. Box 19150  
Detroit, MI 48219
- AIA American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, DC 20006
- AISC American Institute of Steel Construction  
400 North Michigan Avenue, 8<sup>th</sup> Floor  
Chicago, IL 60611
- ANSI American National Standards  
1430 Broadway  
New York, NY 10018
- ASTM American Society for Testing and Materials  
1916 Race Street  
Philadelphia, PA 19103
- AWI Architectural Woodwork Institute  
2310 South Walter Reed Drive  
Arlington, VA 22206
- AWS American Welding Society  
P.O. Box 351040  
550 LeJeune Road, NW  
Miami, FL 33135
- DHI Door Hardware Institute  
7711 Old Springhouse Road

McLean, VA 22102

- FM  
Factory Mutual System  
1151 Boston Providence Turnpike  
Norwood, MA 02062
- GA  
Gypsum Association  
1603 Orrington Avenue  
Evanston, IL 60201
- NAAMM  
National Association of Architectural Metal  
Manufacturers  
600 South Federal Street, Suite 400  
Chicago, IL 60605
- NWWDA  
National Wood Window and Door Association  
1400 Touhy Avenue  
Des Plaines, IL 60018
- PCI  
Prestressed Concrete Institute  
20 North Wacker Drive  
Chicago, IL 60606
- SMACNA  
National  
Sheet Metal and Air Conditioning Contractors  
Association, Inc.  
8224 Old Court House Road, Tysons Center  
Vienna, VA 22180
- TCA  
Tile Council of America  
P.O. Box 326  
Princeton, NJ 08540
- UL  
UL Underwriters' Laboratories  
333 Pfingsten Road  
Northbrook, IL 60052]]

B. Applicability of Standards: Except where more explicit or more stringent requirements are written into the CONTRACT DOCUMENTS, generally accepted construction industry standards not specifically referenced have the same force and effect as if bound into or copied directly into the CONTRACT DOCUMENTS. All such industry standards are made a part of the CONTRACT DOCUMENTS by reference.

B. Reference standards (standards referenced directly in the CONTRACT DOCUMENTS) take precedence over non-referenced standards that are recognized in the industry for applicability to the Work. Non-referenced standards: Except as otherwise limited by the Contract Documents, non-referenced standards generally recognized in the construction industry are defined as having direct applicability to the Work, and will be enforced by the Architect in evaluating and determining the performance of the Work. The decision as to whether an industry code or standard is applicable to the Work, or as to which of several standards are applicable, is the sole responsibility of the Architect and Engineer.

- D. Conflicting Requirements: Where compliance with two or more standards is specified, and where these standards establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the CONTRACT DOCUMENTS specifically indicate a less stringent requirement. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Architect and Engineer for a decision before proceeding.

END OF SECTION

## SECTION 01121 - REMOVAL AND DISPOSITION OF MATERIALS AND EQUIPMENT

### PART 1 GENERAL

#### 1.01 DESCRIPTION OF WORK

- A. This Section covers all operations in connection with removal, relocation, and salvage of materials and equipment as shown on the Drawings and specified herein.
- B. Related Work Specified Elsewhere:
  - 1. Reinstallation of relocated existing equipment and materials shall be as specified in the various sections covering installation of corresponding items of new materials or equipment.

#### 1.02 JOB CONDITIONS

- A. Disconnection of Services.
  - 1. Prior to starting removal operations, in the remodeled areas and on equipment to be removed, all utility lines which will be affected shall be disconnected as indicated or directed. Open pipe ends shall be sealed or plugged.
  - 2. Except where otherwise directed, all conduit and piping shall be cut off below floor level and back of wall and ceiling surface as applicable. All such surfaces to be exposed shall thereafter be patched, replaced or otherwise repaired and shall be left in condition comparable to new Work.
  - 3. Arrangements shall be made in advance to prevent interference with utility services to rooms and areas not otherwise affected by Work under this Contract and such arrangements shall be submitted to the Architect for review prior to commencement of the Work.
- B. Protection:
  - 1. Protection of persons and property during removal operations shall be provided as required under GENERAL CONDITIONS for all Work. Explosives shall not be used. The Work shall proceed in such manner as to minimize the spread of dust and flying particles.
  - 2. Temporary enclosures shall be provided around all cutting and concrete removal operations on the interior of the building.
  - 3. The sequence of operations shall be such that maximum practicable protection from inclement weather will be provided for materials and equipment located in partially dismantled structures.
  - 4. Prior to removal of exterior wall, Contractor shall install a temporary weatherproof and dust proof enclosure, which shall be removed after the installation of the permanent wall.
  - 5. Contractor shall avoid installation of permanent type fastenings securing temporary enclosure. Finish Work, which is damaged by the installation of the temporary enclosure, shall be repaired or replaced as determined by the Architect at no additional cost to the Owner.
- C. Support Continuity of Existing Items to Remain.
  - 1. Where piping, conduit, cables, fixtures or items of a similar nature are found to be supported by walls, ceilings or other elements scheduled to be removed, but the function of these items is to remain, the Contractor shall provide hangers, anchors or support brackets fastened to remaining structural elements at no additional cost to the Owner.
    - a. Hangers, anchors or brackets required for support shall be as specified in the various sections of this Specification for corresponding new item installations.

### PART 2 PRODUCTS (NOT USED)

### PART 3 EXECUTION

#### 3.01 INSTALLATION/APPLICATION/PERFORMANCES/ERECTION

- A. Operational Procedures.
  - 1. Operational procedures shall be optional with the Contractor insofar as such procedures do not infringe on the progress of the Work or salvage requirements.

2. Where salvaging is required for certain items of equipment or materials, the Contractor may request a joint inspection to determine their condition prior to removal operations.

B. Disposition of Materials and Equipment.

1. Materials and equipment indicated to be removed from the existing structure and reinstalled shall be jointly inspected prior to removal or dismantling by the Contractor and the Architect and an Agreement will be made briefly setting forth the condition of the material and equipment. The Architect may order the Contractor to repair defective materials or equipment found in this inspection in accordance with the requirements of the GENERAL CONDITIONS.
2. Any material or equipment damaged by or through the negligence of the Contractor during dismantling, storage or reinstallation shall be repaired at no additional cost to the Owner, or may, at the Contractor's option, be replaced with new materials or equipment of identical types.
3. Reinstallation of materials and equipment shall be in accordance with the applicable sections of these Specifications covering the new Work.
4. Material not specified to be salvaged or reinstalled in new Work shall be considered as scrap and shall be disposed of by the Contractor off the Owner's premises. Credit for the value, if any, of materials or equipment disposed of, off the Owner's premises shall have been reflected in the bid.
5. All items unless tagged by the Owner shall become the property of the Contractor and shall be removed completely away from the site by him.

C. Existing Work.

1. Portions of existing Work shown to be removed shall be disposed of as follows:
  - a. Concrete Work shall be removed and disposed of as rubble.
    - 1) Edges of the existing floor slabs indicated to be removed shall be outlined by scoring the surface to a depth of 2 inches (50 mm) with a concrete saw.
  - b. Masonry shall be removed and disposed of as rubble.
  - c. Carpentry. Lumber, moldings and finished boards shall not be salvaged.
  - d. Structural steel.
  - d. Structural steel and metal decking.
    - 1) Dismantle at field connections in such manner as to prevent bending or damage to members. Use of gas-cutting torch will not be permitted except on materials to be scrapped.
  - e. Miscellaneous items.
    - 1) Fabricated items indicated to be reinstalled shall be removed as complete units.
    - 2) Doors and door frames indicated to be reinstalled shall be carefully removed with hardware left attached, except that door closers shall be removed. Door frames shall be braced at the bottom.
  - f. Glass to be reused on exterior windows shall be carefully removed and stored in a designated area.

D. Mechanical Equipment and fixtures.

1. Existing items of mechanical equipment and fixtures shown to be removed and reused in the Work:
  - a. General. Each item indicated for removal shall be stored as directed. Each unit shall have the auxiliary equipment required for normal operation of the unit salvaged and attached therewith. Service valves shall be removed and wired to the unit.

### 3.02 ADJUSTMENT AND CLEANING

- A. Upon completion of each day's Work the entire area shall be cleaned of all debris.
- B. Debris shall not be allowed to accumulate at any time in such areas as food preparation, food storage, dining areas, or operating rooms.

END OF SECTION

## SECTION 01200 - PROGRESS DOCUMENTATION AND PROCEDURES

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Progress documentation requirements:
    - a. Contractor's construction schedule.
    - b. Progress photographs.
  - 2. Progress procedures:
    - a. Progress meetings.
- B. Allowance: Allowance for cost of producing progress photographs is described elsewhere in Division 1.

#### 1.02 SUBMITTALS

- A. Contractor's Construction Schedule.
  - 1. Submit within 10 days after notice to proceed.
  - 2. Submit revised schedule with application for payment.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Prepare and submit a construction schedule to GHS-FD for approval.
- B. Provide construction schedule in the form of bar charts or network analysis diagrams, with supporting reports.
  - 1. Where related activities must be performed in sequence, show relationship graphically.
  - 2. Show dates of:
    - a. Each activity that influences the construction time.
    - b. Occupancy of public property and obstruction of the public way.
    - c. Preconstruction meeting.
    - d. Substantial and final completion, with time frames for the Architect's completion procedures.
  - 3. In developing the schedule take into account:
    - a. Interruption of services to occupied facilities.
    - b. Site limitations.
  - 4. Include the following supporting report(s):
    - a. Data summary.
    - b. Critical path summary.
- C. GHS-FD will notify the Contractor if schedule is not satisfactory; revise and resubmit.
  - 1. Resubmit within 7 days.
- D. Make and distribute copies of schedule to the Architect, to the Owner, to subcontractors, and to other entities whose work will be influenced by schedule dates.
  - 1. Hang a copy of the schedule up in each field office or meeting room.

- E. Update the schedule whenever changes occur or are made, or when new information is received, but not less often than at the same intervals at which applications for payment are made.
  - 1. Indicate changes made since last issue; show actual dates for activities completed.
  - 2. Submit updated schedule with application for payment.
  - 3. Issue updated schedule with report of meeting at which revisions are made.
  - 4. Issue updated schedule in same manner as original schedule.
  - 5. Include the same supporting reports as for original schedule.

### 3.02 PROGRESS REPORTS

- A. Progress Photographs:
  - 1. Take photos from positions chosen to show the current status of completion and progress since previous photos were taken.
  - 2. Take photos as directed by the Architect.

### 3.03 PROGRESS MEETINGS

- A. Schedule and conduct periodic progress meetings during construction period.
  - 1. Have meetings once a month.
  - 2. Notify the Architect and the Owner at least one week in advance of date of meeting; the Architect and the Owner may attend.
- B. The following are required to attend:
  - 1. Project superintendent.
  - 2. Major subcontractors and suppliers.
  - 3. Others who have an interest in the agenda.
  - 4. Owner's Representative.
- C. Prepare and distribute agenda prior to meetings; cover the following topics when applicable:
  - 1. Review minutes of previous meeting.
  - 2. Status of submittals and impending submittals.
  - 3. Actual progress of activities in relation to the schedule.
  - 4. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or proposed.
  - 5. Actual and potential problems.
  - 6. Status of change order work.
  - 7. Effect of proposed changes on schedule and coordination.
  - 8. Status of corrective work ordered by the Architect.
  - 9. Progress expected to be made during the next period.
- D. Record minutes and distribute copies within 3 days to the Architect, to the Owner, to all participants, and to all entities affected by decisions made.

END OF SECTION 01200

## SECTION 01340 - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Submit shop drawings, product data, and samples required by Contract Documents.
- B. All Drawings, product data, and samples submitted shall be accompanied by the shop drawing transmittal. The form shall be submitted in as many copies as required for the shop drawings. Each transmittal shall be numbered consecutively in the space provided for "transmittal number." This number will form a serial number for identifying each submittal. If initial submittal, indicate by check mark. If re submittal of an item, indicate by check mark and insert the previous transmittal number of item being resubmitted. Form shall be used for material, apparatus or equipment submitted under separate Sections of the Specifications. Where deviations from Engineer's Drawings or Specifications exist on material submitted for review, these deviations shall be clearly marked and noted or listed in transmittal letter. On resubmittals, the Contractor shall circle the changed items to call attention to changes from the previous submittal. Do not resubmit "approved as noted" shop drawings.

#### 1.02 RELATED REQUIREMENTS

- A. REQUEST FOR PROPOSAL BY GRADY HEALTH SYSTEMS.

- A. Section 01720: PROJECT RECORD DOCUMENTS

- B. Designate in the construction schedule, or in a separate coordinated schedule, the dates for submission and the dates that shop drawings, product data, and samples will be needed.

#### 1.03 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
  - 1. Details shall be identified by reference to sheet and detail, schedule or room numbers shown on Contract Drawings.

#### 1.04 PRODUCT DATA

- A. Preparation:
  - 1. Clearly mark each copy to identify pertinent products or models.
  - 2. Show performance characteristics and capacities.
  - 3. Show dimensions and clearances required.
  - 4. Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams:
  - 1. Modify drawings and diagrams to delete information, which is not applicable to the Work.
  - 2. Supplement standard information to provide information specifically applicable to the Work.

#### 1.05 SAMPLES

- A. Office samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.
  2. Full range of color, texture, and pattern.
- B. Field samples and mock-ups: (If required by the Technical Specifications)
1. Contractor shall erect samples and/or mock-ups, at the Project Site, at a location acceptable to the Owner.
  2. Size or area: As specified in the respective Specification Section.
  3. Fabricate each sample and mock-up complete and finished.
  4. Remove mock-ups at conclusion of Work or when acceptable to the Engineer.

#### 1.06 CONTRACTOR RESPONSIBILITIES

- A. Review and approve shop drawings, product data, and samples prior to submission.
- B. Determine and Verify:
  1. Field measurements.
  2. Field construction criteria.
  3. Catalog numbers and similar data.
  4. Conformance with Specifications.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the Engineer in writing, at the time of submission, of any deviations in the submittals from requirements of the Contract Documents.
- E. Begin no fabrication or Work which requires submittals until return of submittals by the Engineer.

#### 1.07 SUBMISSION REQUIREMENTS

- A. Make submittals promptly and in such sequence as to cause no delay in the Work or in the Work of any other Contractor.
- B. Submittals shall contain:
  1. The transmittal form properly completed.
  2. The names of:
    - a. Supplier
    - b. Manufacturer
  3. Identification of the product, with the Specifications Section Number.
  4. Field dimensions, clearly identified as such.
  5. Relation to adjacent or critical features of the Work or materials.
  6. Identification of deviations from Contract Documents.
  7. Identification of revisions on resubmittals.
  8. Contractor's stamp, initialed or signed, certifying to review and approval of 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.
- C. The Contractor shall furnish the following: Two (2) copies of the transmittal sheet, four (4) copies of product data, and two (2) samples of materials, unless otherwise directed or specified.
- D. The Engineer will retain one (1) copy of each item submitted and return remainder to the Contractor after his review. The Contractor shall maintain one complete set of shop drawings at the Project Site for his use and available to the Engineer at all times. The

Contractor shall reproduce as many copies of the shop drawings as required for distribution for proper execution of the Work.

- F. List of shop drawings, product data, and samples. Refer to the following list and to each Specification Section, Furnish only items required.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01340

## SECTION 01400 - QUALITY CONTROL PROCEDURES

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. General quality control activities.
- B. Quality control activities required are specified in other sections.

#### 1.02 SEQUENCING AND SCHEDULING

- A. Coordinate quality control activities to avoid delay and to make it unnecessary to uncover work for testing or inspection.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.01 GENERAL

- A. Provide work of the specified quality; where quality level is not indicated, provide work of quality customary in similar types of work.
  - 1. Where codes, laws, or regulations require work of higher quality or performance, provide work complying with those codes, laws, and regulations.
  - 2. Where two or more quality provisions of the contract documents conflict, comply with the most stringent requirement; where requirements are different but apparently equal, and where it is uncertain which requirement is most stringent, obtain clarification from the Architect before proceeding.
  - 3. Actual quality may exceed the specified quality; verify that such differences are acceptable to the Owner (other criteria may make excessive quality undesirable).
- B. Control products, suppliers, manufacturers, site conditions, installers, and workmanship in such a manner as to produce work of the specified quality.
- C. Comply with manufacturers' instructions and recommendations.
  - 1. Keep a record of instructions and recommendations which supplement or conflict with the manufacturer's written instructions.
  - 2. When manufacturers' instructions and recommendations conflict with the contract documents, obtain clarification from the Architect before proceeding.
- D. Use installers who are capable of producing work of the specified quality.
- E. Perform all quality control activities specified unless indicated to be performed by other entities.

#### 3.02 PROTECTION AND REPAIR

- A. When work is uncovered during quality control activities, provide protection from damage.
- B. Correct work damaged by quality control activities; where repair is indicated as an unacceptable method, replace the work.

END OF SECTION 01400

## 01500 TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### 1.01 FACILITIES:

- A. Temporary offices: Provide sufficient space for Contractor's personnel.
  - 1. Provide temporary office facilities complete with lighting, heating, air conditioning and telephone service.
  - 2. Location of temporary office shall be subject to GHS-FD's acceptance.
- B. Temporary storage facilities: Provide weather tight storage sheds with raised floors. Sheds shall be of type and size required by storage conditions. Locations and adequacy of storage facilities shall be subject to GHS-FD's acceptance.
- C. Temporary construction fence:
  - 1. Provide a temporary construction fence in location acceptable to GHS-FD enclosing dumpster and temporary storage facilities. Fence shall be 6'-0" high, minimum, chain link type. Provide posts, top rails, braces and other fittings and accessories for rigid installation. Fencing, if not new, shall be of good appearance and condition.
  - 2. Provide gates as required for Contractor's operations. Gates shall be of same height as fencing. Keep gates locked at all times other than normal construction hours. Furnish a set of gate lock keys to GHS-FD.
  - 3. Maintain fences until construction is completed, outdoor storage areas are no longer in use, unless otherwise directed by the GHS-FD.
- D. Barricades/Barriers/Partitions: Provide as necessary for security and safety and as required by authorities having jurisdiction and the GHS-FD's Construction Project Standards.
- E. Site access and parking:
  - 1. Parking: No on-site parking for construction personnel will be available.
- F. Storage and staging areas: Provide at locations acceptable to the GHS-FD. The Contractor must arrange for the receiving and storage of materials to complete the project. Additionally, the use of the airports dumpsters is also prohibited. Unloading Storage and Installation of Owner Furnished Contractor Installed Materials - under separate purchase order contracts, the Owner may purchase materials and equipment to be incorporated into the project. As required by the Contract Documents, the Contractor shall receive, unload, properly store, and protect all Owner-supplied materials and equipment in accordance with the manufacture's recommendation. In addition, he shall install Owner-supplied materials and equipment as specified elsewhere in the Contract Documents.

#### 1.02 TEMPORARY UTILITIES:

- A. Electrical service: Electrical power service of existing voltage and amperage may be obtained from the designated metered service (this distribution equipment must be installed to provide for a temporary and permanent source of power for the project). Contractor shall be responsible for making connections to Airports service and for extensions of service. Contractor shall provide additional higher voltage power service and pay all costs for such power, including connections and extensions, if required by

him for construction purposes.

- B. Temporary lighting; provide the following minimum light levels for construction purposes:
  - 1. General construction and safety lighting: Five foot-candles.
  - 2. Finishing work and testing: 25 foot-candles.
- C. Temporary heat and ventilation:
  - 1. Provide temporary heat in enclosed spaces to provide minimum temperatures of 40 degrees F. until the time that finishing work begins.
  - 2. After building is enclosed and installation of finishes begins, maintain spaces in a temperature range of 60 degrees F. to 80 degrees F. at all times, except as may otherwise be required by product manufacturers for proper product installation and performance. Maintain until Date of Substantial Completion.
  - 3. Maintain relative humidity in a range of 50% to 65% in enclosed spaces after building is enclosed and installation of finishes begins, except as may otherwise be required by product manufacturers for proper product installation and performance. Maintain until Date of Substantial Completion.
  - 4. Provide ventilation to prevent accumulation of dust, fumes or gases and to cure materials and disperse humidity.
- D. Telephone service: Provide temporary telephone service to temporary offices for duration of project. Pay costs of installation and for local service.
- E. Water: Water for construction purposes may be obtained from Airports present facility. Contractor shall be responsible for extending lines from source and for making connections.
- F. Sanitary toilet facilities: Existing toilet facilities, within the project/scope of work boundaries, may be used by construction personnel.

#### 1.03 TEMPORARY TRASH CHUTE:

- A. Temporary Trash Chute and Dumpster: No trash chute will be utilized on the project.

#### 1.04 USE OF ELEVATORS:

- 1. Only elevators assigned specifically for construction use can be utilized. Under no circumstances will passenger elevators be used to transport materials or equipment.
- 2. If elevators are to be utilized by the contractor for his sole use, then the contractor shall have the following responsibilities for the elevator -
  - a) elevator shall be inspected by the Contractor and GHS-FD together to determine existing condition,
  - b) elevator shall be returned to the Hospital in the same existing condition as noted in the inspection above,
  - c) contractor shall have the responsibility for maintaining the elevator during the time the elevator is in his possession and shall pay for the elevator maintenance contract during that period,
  - d) contractor shall seal off openings on floors that the elevator temporarily will not access,
  - e) contractor shall install signage, acceptable to the owner, on floor that the elevator will not access indicating the temporary outage.

#### 1.05 SECURITY, VENDOR BADGES.

- A. Grady Health System Facilities Development (GHS-FD) requires that all construction personnel and outside vendors working within their facilities obtain security clearance and be issued a Vendor Badge from the GHS-FD Office prior to beginning work. These badges must be worn at all times while within a Grady Health System (GHS) facility. Non-display of the badge will be cause for removal from the Work Site and upon three or more instances removal from the project. Badges are to be returned once no longer needed. Badges not returned will carry a \$10 fee to the prime contractor in question.

#### 1.06 HOT WORK PERMITS:

- A. A "Hot Work Permit" must be obtained from GHS-FD for all cutting and welding and must be displayed at the site of the "hot work."

#### 1.07 BUILDING ACCESS AND USE:

- A. The Contractor shall generally be prohibited from entering areas of the building except where work is in progress. Access to roofs through the building shall be coordinated with the GHS-FD. Work and access shall cause as little disruption to building occupants as possible. The Contractor shall give a minimum of two days advance notice and receive permission from the GHS-FD for building access.
- B. Schedule the Work and arrange material storage in a manner which leaves the project site as unencumbered as possible. Provide temporary barriers and enclosures, and maintain the site in clean condition.
- C. The Contractor shall be responsible for correcting damages to the building caused by his work or passage. Soiled or damaged materials shall be replaced or repaired to satisfaction of the Owner.
- D. The Hospital will continue operations of existing facilities during the progress of the work. The Contractor must maintain continuous service of all utilities at all times. The Contractor will not work in occupied areas. If it should become necessary for the Contractor to temporarily disrupt the Hospitals operations or have access to occupied areas, the Contractor shall request such in the Shutdown Meeting prior to beginning the work. A written/graphic submittal is required.
- E. Demolition activities, jackhammering, hammerdrilling, Hilti gun (on ceilings or columns) and any other construction activity of substantial noise level will be permitted only during normal working hours.
- F. All system shutdowns will be coordinated through the GHS-FD utility shut down procedure.
- G. Conform at all times to GHS-FD's requirements for protection of plant, materials, equipment and employees.
- H. Use designated routes of access through existing facilities and keep such routes clean and free of obstruction at all times.
- I. There shall be no burning on the site. All materials not to be incorporated into the Work shall be immediately removed from the site and properly and legally disposed of. No materials shall be buried on the site.

## 1.08 SHUTDOWNS & TIE-INS

The Owner will occupy the existing building during the life of this Contract. The Contractor shall endeavor to minimize interference and inconvenience to the Hospital. THE CONTRACTOR MUST INSURE THE CONTINUOUS OPERATION OF THE HOSPITAL AT ALL TIMES DURING THE PROJECT AND SHALL TAKE NO ACTION TO ENDANGER THE PATIENTS, STAFF VISITORS OR ANY OTHER OCCUPANT OF THE BUILDING. The Contractor must obtain the approval of GHS-FD Before starting any work within the existing building.

- A. The Contractor shall survey, identify, plan and get written approval from the GHS-FD's Project Manager prior to executing required mechanical and electrical system shutdowns for program specified modifications, repairs, or replacements with the understanding that continuity of safe, effective patient care is of paramount importance. Many anticipated shutdowns must therefore be scheduled outside of the normally required work hours. Planned shutdowns are subject to last minute cancellation if operating conditions so dictate.
- B. Mechanical and electrical systems critical to the operation of Grady Memorial Hospital include but are not limited to:
  - 1. Fire Alarm System
  - 2. Sprinkler System
  - 3. Standpipe System
  - 4. Electrical Distribution System
  - 5. Emergency Power System
  - 6. Vertical Transportation
  - 7. Plumbing Systems (including DWV)
  - 8. Steam System
  - 9. Condensate System
  - 10. Boiler System
  - 11. HVAC System
  - 12. Incinerator/Heat Recovery System
  - 13. Energy Management System
  - 14. Communication Systems (See Note 1)
  - 15. Data Management System (See Note 1)
  - 16. Security System (See Note 1)
  - 17. Process Systems (See Note 1, 2)

Note 1) Involves other Hospital departments

Note 2) Include all service delivery departments.

- C. All on-line mechanical and electrical system valves and controls will be operated by GHS-FD personnel. Contractors will, under NO circumstances, be authorized to interface in any way with the operation of any on-line system.
- D. Shutdowns are to be planned, coordinated and scheduled one week prior to shutdown, with the GHS-FD Project Manager.
- E. The General Contractor and Mechanical/Electrical subcontractors share the responsibility to minimize both the number and duration of shutdowns to critical hospital systems. Every attempt shall be made to coordinate, and to the extent possible, consolidate shutdown requests from subcontractors involved in all phases of the project.
- E. Shutdowns will be planned and scheduled in writing by the General Contractor with the

GHS-FD Project Manager following a Shutdown meeting. This meeting will be called by GHS-FD upon request by the appropriate contractor or subcontractor that a shutdown is required. This meeting shall be attended by the following personnel (or their designated representative):

1. Design Engineer (M/E as appropriate)
2. GHS-FD Facilities Development Project Manager
4. Contractor/Subcontractor requesting Shutdown

The following topics will be addressed at this meeting by the appropriate participant:

1. Purpose of shutdown, referencing construction drawings
2. Duration of shutdown anticipated
3. Verification that materials/resources required to minimize shutdown duration are at hand or will be at site at date and time of shutdown
4. Impact of evolution on schedule
5. Impact of evolution on hospital operations
6. Safety considerations required by subcontractor/hospital
7. Back up service requirements, responsibilities, design.
8. Special considerations (i.e., drain down times, impact of weather, asbestos insulation removal, etc.
9. Shutdown time/date

- G. Except in emergencies, the Shutdown Meeting must be called at least one week in advance of the requested shutdown date. GHS-FD will not support or provide for unplanned or poorly planned shutdowns.

#### 1.09 SPECIAL PROTECTION REQUIREMENTS:

- A. Protect buildings and building components from damage, staining or defacing due to the Work. Correct or replace damaged materials or finishes to satisfaction of the Owner.
- B. Building entrances and exits shall not be made inaccessible unless approved in advance by GHS-FD and local fire officials.
- C. Provide protection against overspray of cleaning materials or paint contacting building occupants or vehicles in drives or parking areas. Drives shall not be blocked to extent of restricting vehicular access, and parking area restrictions shall be kept to a minimum. Barriers and restrictions shall be approved in advance by the Owner. Do not work with materials subject to being wind blown during times of high winds.
- D. Protect surfaces of fresh coating products from damage or discoloration due to rain, dust or physical damage. Replace damaged or defaced materials which cannot be restored to satisfaction of the Owner.
- E. Protect building from rain or water leakage during the course of the Work. Do not open roof areas to extent that openings cannot be protected from inclement weather. Openings shall not be left unprotected overnight.
- F. Provide plywood walkway boards at roof and penthouse perimeters, and from roof access points, to protect roof from damages during the Work. Damages to roof, related damages to roof accessories and flashing, and resultant damages to building interior materials and finishes due to roof leaks shall be corrected by Contractor to satisfaction of and at no additional cost to the Owner.

- G. Contractor shall take precautions to prevent migration of noxious, irritating or hazardous fumes and gases into the Hosiptal. When sealants, adhesives, compounds, cleaners, lubricants, paints, etc. are to be applied, provide adequate exhaust to the exterior of the building away from the airport air intake. Provide fresh air ventilation as required to work safely in confined areas.
- H. Operations which require the use of machines which produce excessive noise such as rotary hammers, jackhammers, and engines on construction equipment and which will be located within 200 feet of critical patient areas shall be coordinated with the Owner prior to operation. Machines which produce vibrations shall be coordinated with the Owner to minimize disruptions to critical operations and tests.
- I. The Contractor shall comply with NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.10 PERSONNEL RESTRICTIONS:

- A. Sexual Harassment, defined in its broadest and most inclusive form, immoral, lewd, indecent, disruptive or disorderly behavior or conduct is not allowed. The Owner reserves the right to direct the Contractor to immediately eject any person violating this requirement from the Hospital property.
- B. While on Hospital property, construction personnel shall wear pants, shirts, shoes, and required safety equipment at all times. Open shirts and shorts are not allowed. The Owner reserves the right to direct the Contractor to immediately eject any person violating this requirement from the Hospital property.
- C. Contractor and subcontractor employees shall not be permitted to smoke on the Work Site or inside any Airport building. In the event of two or more instances of an individual violating the no smoking policy, the company responsible for that individual will be asked to remove the person from the work site permanently.
- D. Contractor personnel are not allowed to utilize toilet facilities in use by the hospital..
- E. Contractor personnel activities must be contained within the boundaries of the project/scope of work. Interaction with on-going Hospital operations and personnel or distribution through the Hospital is strictly forbidden.
- F. Do not pound, drill or use explosive fasteners except during designated time period for such activities.

END OF SECTION 01500

01501 - INTERIM LIFE SAFETY MEASURES & INFECTION CONTROL POLICY

PART 1 - GENERAL

1.01 INTERIM LIFE SAFETY MEASURES (ILSM)

- A. (ILSM) are a series of administrative and operational actions required to be taken to temporarily compensate for the hazards posed by existing Life Safety Code (LSC) deficiencies or construction activities.
- B. Implementation of ILSM is required in or adjacent to all construction areas and throughout buildings with existing LSC deficiencies. ILSM apply to all personnel, including construction workers. Implementation of ILSM must begin upon project development, and be continuously enforced through project completion.
- C. Contractor shall implement and comply with all the specific ILSMs established for the Project. See Project Manual Volume 4.

1.02 Infection Control Policy (ICRA)

- A. The Infection Control Policy establishes processes to prevent the dust and debris generated during construction and renovation projects from contaminating clean or sterile patient care surfaces, supplies or equipment. The measures are implemented to ensure patients, visitors and staff are protected from unnecessary exposure to potentially infectious agents and acquisition of nosocomial infections.
- B. Contractor shall implement and comply with the specific Infection Control Measures established for the Project. See Project Manual Volume 4.

PART 2 - NOT USED

PART 3 - NOT USED

END OF SECTION 01501

## 01561 - CLEANING

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Execute cleaning, during progress of the Work, and at completion of the Work.
- B. If the Contractor fails to clean up during construction or at the completion of the Work, the Owner may do so and the cost thereof shall be charged to the Contractor.

#### 1.02 RELATED REQUIREMENTS

- A. Section 00800, SPECIAL CONDITIONS.
- B. Each Specification Section: Cleaning for specific products or Work.

#### 1.03 DISPOSAL REQUIREMENTS

- A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

#### 1.04 ALLOWANCES

- A. The Contractor shall enter into a subcontract with a professional building cleaning company, which will provide the final cleaning operation at the Project.

### PART 2 PRODUCTS

### PART 3 EXECUTIONS

#### 3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations. Worksite shall be broom swept at the completion of each workday.
- B. Provide on-site containers for the collection of waste materials, debris, and rubbish.
- C. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

#### 3.02 DUST CONTROL

- A. Clean interior spaces prior to the start of finish painting and continue cleaning on an as-needed basis until painting is finished.
- B. Schedule operations so dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

#### 3.03 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Wash and shine glazing and mirrors.
- D. Polish glossy surfaces to a clear shine.
- E. Vacuum clean interior of buildings, including HVAC ducts.
- F. Hand dust, clean and polish shelving and cabinets.
- G. Wax and polish finish floors.

- H. Clean all hardware.
- I. Clean all fixtures.
- J. Comply with all special cleaning instructions contained in the Specifications.
- K. Ventilating Systems:
  - 1. Clean permanent filters and replace disposable filters if units were operated during construction.
  - 2. Clean ducts, blowers and coils if units were operated without filters during construction.
- L. Broom clean exterior paved surfaces: rake clean other surfaces on the grounds.
- M. Prior to final completion, or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces, and all Work areas, to verify that the entire Work is clean.

END OF SECTION 01561

## SECTION 01600

### MATERIAL AND EQUIPMENT

#### PART 1 - GENERAL

##### 1.01 SUMMARY

###### A. Section Includes:

1. General product requirements, including:
  - a. General specification requirements for all products.
  - b. Product options.
  - c. Procedures for substitution requests.
2. General requirements for product documentation, including:

-262144. General requirements for warranties.

###### 3. General procedures for products including:

- a. Procedures for transportation and handling.
- b. Procedures for delivery and receiving.
- c. Procedures for storage.

##### 1.02 DEFINITIONS

- A. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.

##### 1.03 SUBMITTALS

- A. Warranties: Submit for project record.

#### PART 2 - PRODUCTS

##### 2.01 GENERAL

- A. Components required to be supplied in quantity within a specification section shall be identical, interchangeable, and made by the same manufacturer.

#### PART 3 - EXECUTION

##### 3.01 PRODUCT OPTIONS

- A. It is contractor=s responsibility to select products which comply with the contract documents and which are compatible with one another, with existing work, and with products selected by other contractors.
  1. Verify that electrical characteristics of products are compatible with electrical systems; notify architect of all discrepancies.
  2. Where visual matching to an established physical sample is required, the architect=s decision will be final.

- B. Do not use any substitute products which have-not been approved in accordance with the requirements of the contract documents; formal substitution request is required.
- C. Definition of Substitute Product: Any product which does not meet the requirements of the contract documents, whether in product characteristics, performance, quality, or manufacturer or brand names, is considered a substitute.
- D. Product Options: Where products are specified using more than one method, such as description with a manufacturer list, use a product meeting the requirements of both specification methods.
- E. Products Specified by Reference Standard: Use any product meeting the specification. Provisions of reference standards shall not modify the responsibilities of the owner or architect as defined in the contract documents.
- F. Products Specified by Description: Use any product meeting the specification.
- G. Products Specified by Performance Requirements: Use any product meeting the specification.
- H. Products Specified to Match a Physical Sample: Use any product that matches; obtain the architect=s approval.
- I. Products Specified by Listing a Brand Name Product as the Basis of Design: Provide a product equivalent to the product specified within the limits of variation specified; submit substitution request for all products other than that listed as basis of design.
- J. Products Specified by Listing Brand Name(s): Provide a product at least equal to the brand name product, or products, listed; submit substitution request for any brand name product not listed.
- K. Products Specified by Listing Manufacturer(s): Provide a product meeting the specification; submit substitution request for any manufacturer not listed.

### 3.02 SUBSTITUTIONS AFTER AWARD OF THE CONTRACT

- A. Substitutions will only be considered if the specified product is no longer being manufactured or if the specified product cannot be delivered to the project in a timely manner. Failure of the contractor to order products in a timely manner is not a basis for substitution.
- B. The contractor will be notified in writing within a reasonable time; verbal acceptance will not be valid.
- C. Acceptable substitutions will be added to the contract documents by appropriate modification.

### 3.03 SUBSTITUTION PROCEDURES

- A. Submission of request for substitution shall constitute a representation by the contractor that he:
  - 1. Has investigated the proposed product and determined that it is equal to or better than the specified product. Absence of an explicit comparison of any characteristic of the proposed product to the specified product shall constitute a representation that the proposed product is equal to or better than the specified product with regard to that characteristic.
  - 2. Will provide the same warranty for the proposed product as for the specified product.

3. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:
  - a. Redesign.
  - b. Additional components and capacity required by other work affected by the change.
4. Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
- B. Substitutions will not be considered when acceptance would require substantial revision of the contract documents.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request.
- D. Substitution requests will not be considered when submitted directly by subcontractor or supplier.
- E. Substitution Request Procedure: Submit written request with complete data substantiating compliance of the proposed product with the requirements of the contract documents.
  1. Submit request to the architect.
  2. Submit 2 copies of each request and accompanying data.
  3. Submit request accompanied by the transmittal form included in the project manual.
- F. Data Required with Substitution Request: Provide at least the following data:
  1. Identify product by specification section and paragraph number.
  2. Manufacturer=s name and address, trade name and model number of product (if applicable), and name of fabricator or supplier (if applicable).
  3. Complete product data.
  4. Description of changes that will be required in other work or products if the substitute product is approved.
- G. The architect will determine acceptability of the proposed substitution.

- H. When the proposed substitution is not accepted, provide the product (or one of the products, as the case may be) specified.

### 3.04 WARRANTIES

- A. Provide warranties as specified individual product sections.
- B. Manufacturer Warranties: manufacturer=s standard product warranty running for the manufacturer=s standard term, unless otherwise indicated.
  - 1. Submit copies of all manufacturer warranties which extend beyond the end of the contract correction period.
- C. Special Project Warranties: Written warranty commencing at date of substantial completion, running for the term indicated, and signed by the entities specified.
  - 1. Where completion of warranty item is materially delayed beyond the date of substantial completion, provide warranty commencing on date of acceptance.
  - 2. Submit each special project warranty.
- D. Provide two (2) notarized copies of each executed warranty.
- E. Show actual date of commencement on each warranty.

### 3.05 TRANSPORTATION AND HANDLING

- A. Require supplier to package finished products in a manner which will protect from damage during shipping, handling, and storage.
- B. Transport products by methods which avoid damage.
- C. Deliver in dry, undamaged condition in manufacturer=s unopened packaging.
- D. Provide equipment and personnel adequate to handle products by methods which prevent damage.
- E. Provide additional protection during handling where necessary to prevent damage to products and packaging.
- F. Lift large and heavy components at designated lift points only.

### 3.06 DELIVERY AND RECEIVING

- A. Arrange deliveries of products to allow time for inspection prior to installation.
- B. Coordinate delivery to avoid conflict with the work and to take into account both the conditions at the site and the availability of personnel, handling equipment, and storage space.
- C. Clearly mark partial deliveries to identify contents, to permit easy accumulation of entire delivery, and to facilitate assembly.
  - A. Promptly inspect shipments and remedy damage, incorrect quantity, incompleteness, improper or illegible labeling, and noncompliance with requirements of contract documents and approved submittals.

### 3.07 STORAGE

A. No indoor storage areas are available on site.

B. General Storage Procedures:

1. Store products immediately on delivery.
2. Store products in accordance with manufacturer=s instructions, with seals and labels intact and legible.
3. Store in a manner to prevent damage to the stored products and to the work.
4. Store moisture-sensitive products in watertight enclosures. Special precautions are to be taken to assure that no moisture is in stored roofing components.
  
5. Store indoors if necessary to keep temperature and humidity within ranges required by manufacturer.
6. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
7. Arrange storage to provide access for inspection and inventory.
8. Periodically inspect and remedy damage and noncompliance with required conditions.

C. Loose Granular Materials: Store on solid surfaces in well-drained area; prevent mixing with foreign materials.

D. Exterior Storage:

1. Cover products subject to weather damage with impervious sheet covering; provide ventilation to avoid condensation.
2. Provide surface drainage to prevent runoff or ponded water from damaging stored products.
3. Prevent damage and contamination from refuse and chemically injurious materials and liquids.
4. Store fabricated products on substantial platforms, blocking, or skids above the ground, sloped to drain.

END OF SECTION

## 01700 - CONSTRUCTION PROCEDURES

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Cutting procedures.
  - 2. Existing hazardous material procedures.
  - 3. Project completion procedures.
  - 4. Final property survey.
  - 5. Final extermination.

#### 1.02 DEFINITIONS

- A. Cutting: Removal of material by cutting, sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation.
- B. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.

#### 1.03 SUBMITTALS

- A. Certificate of Final Extermination.

#### 1.04 QUALITY ASSURANCE

- A. Qualifications of Surveyor: Registered land surveyor licensed in the State in which the Project is located.

#### 1.05 PROJECT CONDITIONS

- A. Take precautions to prevent fires and to facilitate fire-fighting operations.
  - 1. Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.
  - 2. Do not allow smoking in areas where highly combustible or explosive materials are present.
  - 3. Conduct welding operations in manner to prevent fire; comply with local regulations.
- B. Take precautions to prevent accidents due to physical hazards:
  - 1. Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.
  - 2. Safety barricades: Comply with regulations.
  - 3. Provide temporary walkways where walking surfaces are hazardous.
  - 4. Notify the Owner before beginning work that involves hazardous operations, including use of explosives and the like.
- C. Protect existing property indicated to remain, including:
  - 1. Existing property, as indicated on the drawings.
- D. Do not use tools or equipment which produce harmful levels of noise.
  - 1. Minimize the use of noise-making tools and equipment during hours that adjacent

buildings are occupied.

- E. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.
- F. Control rodents and other pests; prevent infestation of adjacent sites and buildings due to pests on this site.
- G. Keep public streets free of debris due to this work.
- H. Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.
- I. Conduct construction operations so that no part of the work and no part of the existing construction is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.
- J. Conduct construction operations so that waste of power, water, and fuel is avoided.
- K. Provide temporary supports as required to prevent movement and structural failure.
- L. Install products only during environmental conditions which will ensure the best possible results.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.01 GENERAL EXAMINATION REQUIREMENTS

- A. Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed.
- B. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.
- C. Conditions which could have been discovered by examination will not be allowed as cause for claims for extra work.
- D. Notify the Architect promptly of any modifications required due to existing conditions or previous work.
- E. Before starting work which might affect existing construction, verify the existence and location of such construction.
  - 1. The existence and location of construction indicated as existing on the drawings are not guaranteed.
  - 2. In particular, verify the following:
    - a. Underground utilities.
    - b. Other underground construction.
    - c. Location and invert elevation of points of connection to piped utilities.
    - d. Existing plumbing and mechanical shafts to remain.
    - e. Existing telephone and data wiring to remain.
- F. Verify that utility requirements of operating equipment are compatible with building utilities.

- G. Verify space requirements of items which are shown diagrammatically on the drawings.

### 3.02 GENERAL PREPARATION REQUIREMENTS

- A. Take field measurements as required to fit the work properly.
- B. Recheck measurements prior to installing each product.

### 3.03 CUTTING AND PATCHING PROCEDURES

- A. Use specified cutting and patching procedures when cutting or patching is required for any of the following activities:
  1. Fitting the parts of the work together.
  2. Modifying existing construction.
  3. Repairing existing work to remain.
  4. Installing ill-timed work.
  5. Removing and replacing defective and nonconforming work.
  6. Removing samples of work for testing.
  7. Making openings in elements of work for penetrations, such as for piping, conduit, duct, and the like.
  8. Uncovering work for observation.
  9. Repairing damage.
- B. Perform cutting and patching at earliest time feasible, unless otherwise indicated or directed by the Architect.
  1. Where required, obtain approval of procedures by the Architect.
  2. Cut using methods that are least likely to damage adjacent work and work to remain and which will provide proper surfaces for patching.
  3. Make cuts neatly with minimum disturbance of adjacent work.
    - a. Use appropriate tools intended for sawing or grinding and not for chopping or hammering.
    - b. Do not use pneumatic tools without prior approval.
  4. Use the original installer of the work to perform cutting and patching of the following:
    - a. Any products so indicated in the applicable product section.
- C. Work Exposed to View: Do not cut or patch in a manner that would result in a lessening of the building's aesthetic value, as determined by the Architect.
  1. Generally, cut from exposed side into concealed spaces to avoid unnecessary damage to finish.
  2. Do not cut and patch in a manner that would result in substantial visual evidence of cut and patch work.
- D. Existing Construction:
  1. Where specified procedures for similar new work are applicable, use those procedures for cutting and patching existing construction.
  2. Take precautions to avoid damage to unanticipated utilities and structural elements. If such elements are encountered, report nature and extent to the Architect and request instructions as to how to proceed.
- E. Concrete and Masonry: Use saws or drills which produce a neat cut; remove in small sections.
- F. Slabs on Grade: Use methods that will not crack or disturb adjacent slabs or partitions.

- G. Protect that part of the project which is exposed during cutting and patching operations from adverse weather.
- H. Cover openings made whenever they are not in use.

#### 3.04 EXISTING HAZARDOUS MATERIAL PROCEDURES

- A. It is possible that asbestos will be found in the existing building.
  - 1. Do not cut any material that is suspected of being asbestos.
  - 2. If material to be cut is suspected of being asbestos, immediately stop work on it and notify the Owner and the Architect.
  - 3. Determination of hazard will be made by others at no cost to the Contractor.
  - 4. Removal of asbestos will be accomplished by others at no cost to the Contractor.
- B. Perform final cleaning prior to requesting inspection for substantial completion.
  - 1. Use only professional cleaners.
  - 2. Clean to the level of cleanliness that would be expected by a commercial building owner from a janitorial service.
- C. Clean entire project site and grounds.
  - 1. Broom clean paved areas.
  - 2. Rake smooth all exposed earth surfaces.
- D. In spaces to be occupied, remove dirt, stains, and other foreign substances from all accessible surfaces and remove nonpermanent labels.

#### 3.05 PROJECT COMPLETION PROCEDURES

- A. Complete the work, prior to substantial completion, as required to obtain consent to occupancy from the governing authorities.
- B. Arrange for final inspections by governing authorities to be accomplished prior to substantial completion.

END OF SECTION 01700

## SECTION 01720 - PROJECT RECORD DOCUMENTS

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Maintain at the site for the Owner one record copy of:
  - 1. Drawings.
  - 2. Specifications.
  - 3. Addenda.
  - 4. Change orders and other modifications to the Contract.
  - 5. Field orders or written instructions.
  - 6. Approved shop drawings, product data and samples.
  - 7. Field Test Records.
  - 8. Construction Photographs.

#### 1.02 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION - paragraph 3.11.1.
- B. Section 01340, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES.
- C. Section 01400, QUALITY CONTROL SERVICES
- D. Close-Out Procedure (attached)

#### 1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
  - 1. Provide files and racks for storage of documents.
  - 2. Provide locked cabinet or secure storage space for storage of samples.
- B. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- C. Make documents and samples available at all times for inspection by the Engineer or Owner.

#### 1.04 MARKING DEVICES

- A. Provide felt tip-marking pens for recording information in the color code designated by the Engineer.

#### 1.05 RECORDING

- A. Label each document PROJECT RECORD in neat large printed letters.
- B. Record information concurrently with construction progress.
  - 1. Do not conceal any Work until required information is recorded.
- C. Drawings; legibly mark to record actual construction:
  - 1. Depths of various elements of foundation in relation to finish first floor datum.
  - 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
  - 4. Field changes of dimension and detail.
  - 5. Changes made in the field or by Change Order.
  - 6. Details not on original Contract Drawings.
- D. Specifications and Addenda; 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 in the field or by Change Order.

#### 1.06 SUBMITTAL

- A. At Contract close-out, deliver record documents to the Engineer 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 his authorized representative
- C. The Contractor shall certify by letter that to the best of his knowledge, the record copy of all documents which he delivers to the Owner, are accurate and represent actual field conditions at completion of construction with any or all modifications shown and described thereon.

PART 2 PRODUCTS (NOT USED)  
PART 3 EXECUTION (NOT USED)

## SECTION 01740 - WARRANTIES AND BONDS

### PART 1 GENERAL

#### 1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Contractor shall co-execute all warranties and bonds.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to Architect for review and transmittal to Owner.

#### 1.02 RELATED REQUIREMENTS

- A. GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.
- B. Section 00800, SUPPLEMENTARY CONDITIONS.
- C. Each respective section of Specifications as listed hereafter: Warranties and Bonds Required for Specific Products.

#### 1.03 SUBMITTAL REQUIREMENTS

- A. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers, and subcontractors.
- B. Number of original signed copies required: Two each.
- C. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
  - 1. Product or work item.
  - 2. Firm, with name of principal, address and telephone number. (This is the name of the manufacturer/subcontractor representative responsible for warranty and bond items.)
  - 3. Scope.
  - 4. Date of beginning of warranty, bond or service and maintenance contract.
  - 5. Duration of warranty, bond or service maintenance contract.
  - 6. Provide information for Owner's personnel:
    - a. Proper procedure in case of failure.
    - b. Instances, which might affect the validity of warranty or bond.
  - 7. Contractor, name of responsible principal, address and telephone number. (This is the name of the Contractor's representative who is to be called by the Owner regarding all warranty and bond items.)

#### 1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
  - 1. Size 8-1/2 x 11 inch, punch sheets for standard three-ring binder.
    - a. Fold larger sheets to fit into binders.
  - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
    - a. Title of Project.
    - b. Name of Contractor.
- C. Binders: Commercial quality, three-ring, with durable and cleanable plastic covers.

#### 1.05 TIME OF SUBMITTALS

- A. Make submittals within ten days after Date of Substantial Completion, prior to final request for payment.
- B. For items of Work, where acceptance is delayed materially beyond Date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

#### 1.06 SUBMITTALS REQUIRED

- A. Submit warranties, bonds, service and maintenance contracts as specified in respective sections of Specifications:

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION