

STATE OF GEORGIA GENERAL CONDITIONS

GC-01. General Conditions. The General Conditions of the Contract, GC-01 thru GC-74, inclusive, bound herein and hereafter referred to as the “State of Georgia General Conditions,” shall govern in the event of any conflict with any other provisions of the Contract Documents unless notice to the contrary shall have been issued by the Owner bearing the imprimatur of the Owner as follows:

“By order of the Owner”

In the event of conflict, the State of Georgia Supplementary General Conditions control over the State of Georgia General Conditions. The Architect has no authority to amend the State of Georgia General Conditions, the State of Georgia Supplementary General Conditions or the State of Georgia Exhibits orally or in writing either expressly or by implication.

GC-02. Legal Compliance. The Contractor shall comply with all laws, rules, regulations, ordinances, and orders of any government agency having jurisdiction in the performance of the Work and shall ensure the compliance of his subcontractors. Without limiting the generality of the foregoing, the following laws are specifically referenced:

- a) The Drug-Free Workplace Act, O.C.G.A. Section 50-24-1, *et. seq.*
- b) Preference for Georgia Supplies, materials, equipment, and agricultural products, O.C.G.A. Sections 50-5-60 through 61.
- c) Preference for Georgia forest products, O.C.G.A. Section 50-5-63.
- d) Preference to local sellers of Georgia products, O.C.G.A. Section 50-5-62.
- e) Standards and Requirements for Construction, Alterations, *etc.*, O.C.G.A. Section 8-2-1 *et. seq.*
- f) Control of Soil Erosion and Sedimentation, O.C.G.A. Section 25-2-1, *et. seq.*
- g) Regulation of Fire and other Hazards, O.C.G.A. Section 25-2-1 *et. seq.* [See Article GC-12(a)]
- h) Regulation of Blasting Operations, O.C.G.A. Section 25-2-1 *et. seq.* and 25-9-1 *et. seq.*
- i) Providing Safe workplace, O.C.G.A. Sections 34-2-10 and 34-7-20. [See Article GC-12(b)]
- j) Underground Gas Pipes, O.C.G.A. Section 25-9-1 *et. seq.* [See Article GC-12(f)]
- k) High Voltage Safety Act, O.C.G.A. Section 46-3-30 *et. seq.* [See Article GC-12(g)]
- l) Access and Use by Physically Handicapped Persons, O.C.G.A. Section 30-3-1 *et. seq.*
- m) Small and Minority Business Enterprises, O.C.G.A. Sections 50-5-120 *et. seq.* and 50-5-130 *et. seq.*
- n) Trading with the State or State Officials, O.C.G.A. Sections 45-10-20 to 45-10-71.
- o) Title VII of the Civil Rights Act
- p) Age Discrimination in Employment Act
- q) Americans with Disabilities Act
- r) Federal Occupational Safety and Health Act, 29 U. S. C. Section 651 *et. seq.* [See Article GC-12(j)]
- s) Federal Emergency Planning and Community Right-to-Know Act, 42 U. S. C. Section 11001 *et. seq.* [See Article GC-12(k)]

GC-03. Trade Names

- a. *No Restriction of Competition.* When reference is made in the Contract Documents to trade names, brand names, or to the names of manufacturers, such references are made solely to indicate that products of that description may be furnished and are not intended to restrict competitive bidding. If it is desired to use products of trade or brand names or of manufacturers’ names which are different from those mentioned in the Contract Documents, the Contractor may submit an application in writing to the Architect requesting approval of such substitution. The Contractor must obtain approval from the Architect prior to incorporating any substitution into the Work.
- b. *Burden of Proof.* The burden of proving acceptability of a proposed product must be accompanied by technical data that the party requesting approval desires to submit in support of his application. The Architect will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users, evidence of reputation of the manufacturer for prompt delivery, evidence of reputation of the manufacturer for

efficiency in servicing its products, or any other written information that is helpful in the circumstances. The application to the Architect for approval of a proposed product must be accompanied by a schedule setting forth in which respects the materials or equipment submitted for consideration differ from the materials or equipment designated in the Contract Documents. The degree of proof required for approval of a proposed product as acceptable for use in place of a named product or named products is that amount of proof necessary to convince a reasonable person beyond all doubt. To be approved, a proposed product must also meet or exceed all express requirements of the Contract Documents.

GC-1. Definitions

- a. *Contract Documents.* The Contract Documents are as defined in Article 1.6 of the IQCC Standard Terms and Conditions.
- b. *Contract.* (To include Purchase Orders, Task Orders, Work Orders and other Supplemental Documents) executed by state and local government entities authorized to make purchases under the IQCC Agreements (GA01-111908 and GA02-111908).
- c. *Subcontractor.* The term subcontractor is as defined in Article 1.21 of the IQCC Standard Terms and Conditions.
- d. *Notices.* Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.
- e. *Work.* The term Work is as defined in Article 1.25 of the IQCC Standard Terms and Conditions.
- f. *Time Limits.* All time limits stated in the Contract Documents or shown on the construction progress schedule are of the essence of the contract. (See also GC-46)
- g. *Applicable Law.* This contract shall be governed by the law of Georgia.
- h. *Specifications.* The term "Specifications" shall include all written matter in the bound volume or on the drawings and any addenda or modifications thereto in addition to all elements of the Technical Specifications as defined in Article 1.23 of the IQCC Standard Terms and Conditions. (See GC-49)
- i. *Order of Condemnation.* An order of condemnation shall be in writing, shall be dated, shall be signed by the Architect, shall be addressed to the Contractor with a copy to the Owner, and shall contain three elements as follows:

FIRST ELEMENT: Description of Work:

- 1. which has been omitted; or
- 2. which is unexecuted as of the date of the order of condemnation, the time for its incorporation into the Work under the construction progress schedule having expired (See also GC-46); or
- 3. which has not been executed in accordance with the methods and materials designated in the Contract Documents.

SECOND ELEMENT: Citation of the provision or provisions of the Contract Documents that has or have been violated.

THIRD ELEMENT: Fixing of a reasonable space of time within which the Contractor shall have made good the deficiency which said space of time shall not be deemed to be an extension of Work Order Completion Time for filing the Notice of Readiness for Final Inspection pursuant to GC-41 nor

shall it be deemed to be authorization for amendment to the construction progress schedule. (See also GC-19, GC-20, and GC-50)

An order of condemnation may be issued for failure of the Contractor to supply enough workmen or enough materials or proper materials. The order of condemnation in such event being based on GC-46, q.v. and upon the definition of Work as set forth under GC-1(e), q.v. (See also GC-26)

- j. *Proceed Order.* The proceed order is a written notice from the Owner pursuant to which the Contractor shall commence physical Work on the site. (See GC-46) A proceed order is a condition precedent to the execution of any Work on the site by the Contractor.
- k. *Work Order.* The term Work Order is as defined in Article 1.26 of the IQCC Standard Terms and Conditions.
- l. *Supplemental Work Order.* The Supplemental Work Order and the term Change Order can be used interchangeably and is the instrument by which adjustments in the Work Order Price are effected pursuant to changes made in accordance with GC-15. The Price Proposal, and the Price Proposal Package applicable to each Supplemental Work Order shall be in compliance with all requirements contained in Article 8 of the IQCC Standard Terms and Conditions. The Architect shall certify to the amount of the adjustment.
- m. *Install, Deliver, Furnish, Supply, Provide and Other Such Words.* Such words mean the Work in question shall be put in place by the Contractor ready for use unless expressly provided to the contrary.
- n. *Article Not Plenary.* This article is not entire, plenary, or exhaustive of all terms used in the State of Georgia General Conditions which require definition. There are definitions of other terms under articles to which the terms are related.
- o. *Grounds for Issuance of Notice of Declaration of Default.* It shall be a sufficient ground for the issuance of a notice of declaration of default that the Contractor has been unfaithful or delinquent in the performance of the contract or any part of it in any respect. Without limitation of the foregoing and without subtracting from any right or defense of the Owner under other provisions of the Contract Documents, the Contractor acknowledges and agrees that it is ipso facto ground for issuance of a notice of declaration of default under the performance bond if the Contractor shall have neglected or failed for any reason to remedy a breach of an order of condemnation within thirty (30) days after the Owner shall have given written notice of said breach to the Contractor and the surety on the performance bond with written demand of the Owner for curing of the delinquency. The Architect does not have authority to declare the Contractor in default.
- p. *Cross-reference and Citations of Articles and Paragraphs of the General Condition.* Cross-references and citations of articles and paragraphs of the State of Georgia General Conditions are for the convenience of the Contractor, Architect and the Owner and are not intended to be plenary or exhaustive nor are they to be considered in interpreting the Contract Documents or any part of the Contract Documents.
- q. *Meaning of Words and Phrases.* Unless the context or the Contract Documents taken as a whole indicate to the contrary, words used in the Contract Documents that have usual and common meanings shall be given their usual and common meanings and words having technical or trade meanings shall be given their customary meaning in the subject business, trade or profession.
- r. *Shop Drawings.* Shop drawings are drawings, schedules, data, catalogue cuts, manufacturers' published recommendations, charts, bulletins, brochures, illustrations, circulars, roughing drawings or formulae distributed by Contractors, subcontractors, manufacturers, materialmen, or suppliers for use in installing Work. (See also GC-53)

- s. *Owner.* The Owner as referred to herein is the state or local government entity that issues the Work Order.
- t. *Architect.* In the absence of a Project Architect, specifically retained by the Owner to perform design services for this project, the term Architect appearing in these documents shall mean Owner or Owner's Representative.
- u. *Contractor.* Contractor is the individual, firm, partnership, corporation, joint venture or other legal entity as defined in Article 1.7 of the IQCC Standard Terms and Conditions.

GC-2. Identification, Correlation, and Intent of Documents. The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The Contract Documents consist of all elements as described in Article 1.6 of the IQCC Standard Terms and Conditions. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not covered in the Contract Documents will not be required unless it is necessary to produce the intended results. [See also GC-1(m), GC-36, GC-37, and GC-45]

GC-3. Complete, Definite, and Clear Instructions and Schedules of Drawings.

- a. *Refinement of Documents.* The Contractor shall do no Work without complete, definite, and clear drawings and specifications (or other form of a Detailed Scope of Work). In the event the Contract Documents are not complete, definite, and clear the Contractor shall make demand upon the Architect in writing for additional instructions and shall furnish the Owner a copy of the aforesaid demand. With reasonable promptness the Architect shall furnish complete, definite, and clear instructions in writing, or by means of drawings, or in writing and by means of drawings. [See also GC-2, GC-14, GC-18 and GC-39] Such additional instructions if given orally shall be confirmed in writing or by drawings or both within a reasonable space of time. Any such additional instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom. The Work shall be executed in conformity with the aforesaid instructions. The Architect shall furnish the Owner a copy of all additional instructions issued to the Contractor. [See also GC-16 and GC-39]
- b. *Schedules.* The Contractor and the Architect shall jointly prepare a schedule, subject to change from time to time in accordance with the progress of the Work, fixing the dates at which the various detail drawings will be required, and the Contractor shall furnish them in accordance with that schedule. [See also GC-5(b)]

GC-4. Omitted

GC-5. Shop Drawings. The Contractor shall review, approve and submit to the Architect all Shop Drawings, Product Data and Samples required by the Contract Documents for approval. The Work shall be in accordance with approved submittals.

GC-6. Drawings and Specifications at the Site. The Contractor shall keep at the site one copy of all drawings and specifications in good order with all addenda and change orders noted thereon and available to the Architect and to his representative(s).

GC-7. Ownership of Drawings and Models. All drawings, specifications, and copies thereof furnished by the Architect are the property of the Owner. They are not to be used on other Work, and with the exception of one set, are to be returned to the Architect on his request at the completion of the Work. All models are the property of the Owner.

GC-8. Samples. The Contractor shall furnish for approval all samples as directed. The Work shall be in accordance with approved samples.

GC-9. Materials, Appliances, and Employees

- a. *Payment for.* Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. (See also GC-70)
- b. *Quality of Materials and Workmanship.* Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of the quality required by the specifications. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and Work. The burden of proof is on the Contractor. (See also GC-13)
- c. *Quality and Discipline of Employees.* The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him. (See also GC-14)

GC-10. Royalties and Patents. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall hold the Owner harmless from loss on account thereof.

GC-11. Surveys, Permits and Regulations

- a. *General.* The Owner shall furnish all surveys unless otherwise specified. Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be obtained and paid for by the Contractor. If the Owner is required to obtain a permit, the Contractor will be reimbursed the actual cost of a filing or permit as part of its Price Proposal paid with the “Reimbursable Item” Task from the Construction Task Catalog without markup (Factor of 1.0600). However, the cost(s) of expediting services or equipment use fees are not reimbursable (see Article 8.1 of the Contract General Conditions) Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be obtained and paid for by the Owner unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work. If the Contractor observes that the drawings or specifications are at variance therewith, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted as provided in the contract for changes in the Work. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations without such notice to the Owner, he shall bear all costs arising therefrom. (See also GC-42)
- b. *Codes*
 - 1) International Building Code, with Georgia State Amendments
 - 2) International Mechanical Code, with Georgia State Amendments
 - 3) International Fuel Gas Code, with Georgia State Amendments
 - 4) International Plumbing Code, with Georgia State Amendments
 - 5) International Electrical Code, with Georgia State Amendments
 - 6) International Energy Conservation Code, with Georgia State Amendments

The latest edition of the above listed codes with all amendments as of the date of the issuance of a Purchase Order shall govern the installation of all Work and is adopted and incorporated into the Contract Documents and made a part thereof by reference, Provided, however: That the drawings and specifications shall be adhered to in all cases where they call for quality of materials, quality of workmanship, or quality of construction which is equal to or in excess of the quality required by the above state codes and Provided also: That there may be no variances from the drawings and specifications except to the extent that the said variances shall be necessary in order to comply with the above stated codes. It shall be the responsibility of the Contractor to familiarize himself with the requirements of the above stated codes. If there are any express requirements in the drawings or specifications which are at variance to the above stated codes, all changes in the Work necessary to

eliminate the said requirements and make the Work conform to the above stated codes shall be adjusted as provided in the contract for changes in the Work.

GC-12. Protection of Work and Property

- a. *Duty to Protect Property.* The Contractor shall continuously maintain adequate protection of all his Work from damage (see also GC-24] and shall protect all other property from damage, injury, or loss arising in connection with the Work regardless of who may be the Owner of said property. He shall make good any such damage, injury, or loss except such as may be directly the result of errors in the Contract Documents or such as shall be caused directly by agents or employees of the Owner. (See also GC-27)
- b. *Safety Precautions.* The Contractor shall comply with the rules and regulations of OSHA and/or the Department of Labor (O.C.G.A. section 34-2-6), and, where not inconsistent with the foregoing, the “Manual of Accident Prevention in Construction” issued by the Associated General Contractors of America, Inc., for safety and prevention of accidents, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on Work under the contract. The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for any damage that may result from their improper construction, maintenance, or operations. He shall erect and properly maintain at all times as required by the conditions and progress of the of the Work proper safeguards for the protection of workmen and the public and shall post danger warnings against any hazards created by the construction operations. He shall designate a responsible member of his organization on the Work whose duty shall be the prevention of accidents. In the absence of notice to the contrary, filed with the Architect in writing with copy to the Owner, this person shall be the superintendent of the Contractor. (See also GC-14)
- c. *Emergencies.* In an emergency affecting the safety of life or the Work or of adjoining property, the Contractor, without special instruction or authorization from the Architect or Owner, shall act, at his discretion, to prevent such threatened loss or injury. Any remuneration claimed by the Contractor on account of emergency Work shall be determined in accordance of GC-15 of the State of Georgia General Conditions.
- d. *Blasting.* In the absence of an express provision in the contract permitting blasting, there shall be no blasting. If blasting is permitted under the contract and under the law which is applicable to the premises [including but not limited to O. C. G. A. Sections 25-8-1 *et. seq.* and 25-9-1 *et. seq.*], such blasting shall in all events be done in such manner as to prevent all scattering. [See also Article GC-27]
- e. *Rain Water, Surface Water, and Back-up.* The Contractor shall protect all Work, including but not limited to excavations and trenches, from rain water, surface water, and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures, and equipment necessary to protect and to keep the Work free of water. [See GC-02(f)]
- f. *Underground Gas Pipe Law.* The Contractor by signing the contract acknowledges that he is fully aware of the contents and requirements of O.C.G.A. Section 25-9-1 *et. seq.*, and any amendments and regulations pursuant thereto, (the preceding requirements being hereinafter referred to as the “underground gas pipe law”), and the Contractor shall comply therewith. The Contractor acknowledges that the Contractor is the “person” defined in the above-mentioned underground gas pipe law (a) who will engage in the activities which are regulated thereby, (b) who is required to examine maps filed pursuant thereto, (c) who is required to give written notices to gas companies in accordance therewith, (d) who is required to receive written statements from gas companies as prescribed thereby, and (e) who is to perform and do certain things referred to therein only after observing the precautions with respect to underground gas pipes and facilities which are prescribed therein. These provisions of the contract do not repeal the restrictions under Subparagraph (d) of GC-12 of the State of Georgia General Conditions nor do they limit or reduce the duty of the Contractor otherwise owed to the Owner, to other parties, or to both. The Contractor agrees that the foregoing

provisions supplement GC-12 and GC-27 of the State of Georgia General Conditions. The Contractor agrees and acknowledges that any failure on his part to adhere to the underground gas pipe law shall not only be a violation of law but shall also be a breach of contract and a specific violation of the provision under GC-12 of the State of Georgia General Conditions which pertains to safety precautions.

- g. *High Voltage Act.* The Contractor by signing the contract acknowledges that he is fully aware of the contents and requirements of O.C.G.A. Section 46-3-30 *et. seq.* and any amendments thereto, and Rules and Regulations of the Commissioner of Labor pursuant thereto (the preceding requirements being hereafter referred to as the “high voltage act”), and the Contractor shall comply therewith. The signing of the contract shall also confirm on behalf of the Contractor that he:
1. has visited the Site pursuant to GC-15(d) of the State of Georgia General Conditions and has taken into consideration the location of all electric power lines on and adjacent to all areas onto which the Contract Documents require or permit the Contractor either to work, to store materials, or to stage operations; and
 2. has obtained from the Owner of the aforesaid electric power lines advice in writing as to the amount of voltage carried by the aforesaid lines.

The Contractor agrees that he is the “person or persons responsible for the Work to be done” as referred to in the high voltage act and that accordingly the Contractor is solely “responsible for the completion of the safety measures which are required by Section 3 of the high voltage act before proceeding with any Work.” The Contractor agrees that prior to the completion of precautionary measures required by the high voltage act he will neither bring nor permit the bringing of any equipment onto the site (or onto any area or areas onto which the Contract Documents require or permit the Contractor to work, to store materials, or to stage operations) with which it is possible to come within eight feet of any high voltage line as defined in the high voltage act, and the Contractor assumes complete and sole responsibility for any accident or accidents which may occur as a result of contact with a high voltage line or lines pursuant to operations arising out of performance of the contract. The foregoing provisions apply to power lines located (a) on the site and (b) on any area or areas onto which the Contract Documents require or permit the Contractor either to work, to store materials, or to stage operations, or (c) within working distance for equipment or materials being used on (a) and (b) above. These provisions of the contract do not limit or reduce the duty of the Contractor otherwise owed to the Owner, to other parties, or to both. The Contractor agrees that the foregoing provisions supplement GC-12 and GC-27 of the State of Georgia General Conditions. The Contractor agrees and acknowledges that any failure on his part to adhere to the high voltage act shall not only be a violation of law but shall also be a breach of contract and a specific violation of the provision under GC-12 of the State of Georgia General Conditions which pertains to safety precautions. The Contractor is notified that the Rules and Regulations promulgated by the Commissioner of Labor under date of January 11, 1967, contain a statement under Section 12 that...

“The Division of Inspection of the Department of Labor will act in an advisory capacity to any person, firm, or corporation contemplating any operations near high voltage lines as defined in the Act...”

- h. *Building Construction Safeguards.* The Contractor acknowledges and agrees that he is the person responsible under the law and that he is the person EMPLOYING or directing others to perform labor within the meaning of O.C.G.A. Section 34-1-1 *et. seq.* He acknowledges and agrees likewise that he will comply with the aforesaid law.
- i. *Dust Control.* Dust-proof enclosures or partitions for protection wherever dusty or dirty Work is performed and dampening of debris to avoid dusting when removed shall be provided and included as a cost of the work.

- j. *Occupational Safety and Health Act.* Contractor, by signing the contract, acknowledges that he is aware of and familiar with the contents and requirements of the Federal Occupational Safety and Health Act of 1970, 29 U. S. C. Section 651 *et. seq.*, as amended.
- k. *Emergency Planning and Community Right-to-Know Act.* Contractor, by signing the contract, acknowledges that he is aware of and familiar with the contents and requirements of the Federal Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 *et. seq.*, as amended.

GC-13. Inspection of Work

- a. *Access to Work.* The Architect and his representatives shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection. [See also GC-9]
- b. *Notice to Architect from Contractor Prior to Covering Work.* If Detailed Scope of Work, the specifications, the Architect's instructions (either in the specifications or issued later in writing), laws, ordinances or any public authority require any Work to be specially tested or approved, the Contractor shall give the Architect timely notice in writing of its readiness for inspection, and if the inspection is by any authority other than the Architect, of the date fixed for such inspection. (See also GC-58) Inspections by the Architect shall be made promptly and where practicable at the source of supply. If any Work should be covered without approval or consent of the Architect, it must, if required by the Architect, be uncovered for examination at the Contractor's expense. (See also GC-58)
- c. *Re-examination or Re-testing of Work Covered pursuant to Consent of Architect.* Re-examination or re-testing of questioned Work covered pursuant to consent of the Architect may be ordered by the Architect, and if so ordered the Work must be uncovered by the Contractor. If such Work be found in accordance with the Contract Documents the Owner shall pay the cost of re-examination and replacement or of re-testing. If such Work be found not in accordance with the Contract Documents the Contractor shall pay such cost unless he shall show that the defect in the Work was caused by another Contractor, and in that event the Owner shall pay such cost. Re-examination or re-testing under the terms of GC-13(c) applies only to Work which has been covered with consent of the Architect. Work covered without consent of the Architect must be uncovered for examination as provided under GC-13(b).
- d. *Inspection Does Not Relieve Contractor.* Under the Contract Documents the Contractor has assumed the responsibility of furnishing all services, labor and materials for the entire Work in accordance with such documents. No provisions of this article nor any inspection of the Work by the Owner, representatives of the Owner, resident engineer inspector, clerk-of-the-works, engineers employed by the Architect, representatives of the Architect, or the Architect shall in any way diminish, relieve, or alter said responsibility and undertaking of the Contractor; nor shall the omission of any of the foregoing to discover or to bring to the attention of the Contractor the existence of any Work or materials injured or done not in accordance with said Contract Documents in any way diminish, relieve, or alter such obligation of the Contractor nor shall the aforesaid omission diminish or alter the rights or remedies of the Owner as set forth in the Contract Documents. The resident engineer inspector has no power to make decisions, to accept or reject Work, or to consent to the covering of Work. The resident engineer inspector owes no duty to the Contractor. (See also GC-38, GC-41, and GC-60)
- e. *False Start.* In the event notice of readiness pursuant to GC-13(b), above, shall have been issued prematurely by the Contractor, his action shall be deemed to be a "false start", and the Contractor shall be liable for the damage resulting from the aforesaid false start, including but not limited to the salary, professional fees, and travel and living expenses of the person or parties inconvenienced by the aforesaid false start. [See also GC-41 for further example of "false start"]

GC-14. Superintendence and Supervision by Contractor

- a. *Superintendent of Contractor.* The Contractor shall keep on his Work during its progress and until the final certificate has been executed by the Architect a competent superintendent and any necessary assistants, all satisfactory to the Architect. The superintendent shall not be changed except with the consent of the Architect unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence, and all directions given to the superintendent shall be as binding as if given to the Contractor. [See also GC-9, GC-12, GC-15(c) and GC-60]
- b. *Supervision by Contractor.* The Contractor shall supervise and direct the Work, using his best skill and attention and he shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. [See also GC-40 and GC-41]

GC-15. Changes in the Work

- a. *Owner's Right to Make Changes.* The Owner, without invalidating the Contract, may order Changes in the Work consisting of additions, deletions, or modifications, the Work Order Price and the Work Order Completion Time being adjusted accordingly. The Contractor hereby expressly agrees that the Contractor shall have no right to a claim for damages or extended overhead because of changes made by the Owner. Such Work is hereinafter designated "change" or "changes". All such changes shall be performed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of signing of the Supplemental Work Order. All such changes in the Work shall be authorized only by written Supplemental Work Order/Change Order signed by the Owner.
- b. *Cost to Owner for Change.* The cost or credit to the Owner from a change in the Work shall be determined as follows:
 1. By Unit Prices contained in the Construction Task Catalog multiplied by the appropriate quantities and multiplied by the appropriate Adjustment Factors.
 2. The process for submitting a supplemental Work Orders pricing change Work shall be as described in Article 8.8.2 of the IQCC Standard Terms and Conditions.
- c. *Changes Forbidden without Consent of Owner.* Neither the Architect nor the Contractor shall make any change whatsoever in the Work without authorization or order of the Owner in writing except in emergency. The Work Order Price and the Work Order Completion Time may be changed only by written Change Order.
- d. *Existing Conditions.* By signing or accepting a Purchase Order the Contractor represents that it has visited the Site and familiarized itself with the local conditions under which the Work is to be performed. The Owner does not undertake to represent or warrant site or local conditions.
- e. *Time of Submission of Claims ["Statement of Claim"].* Budgeting and cash flow being of material importance to the Owner, no claim of the Contractor on account of any change or on account of any alleged negligence of the Architect or Owner whether said claim shall be accrued or prospective, shall be valid unless a "statement of claim" in full accompanied by vouchers and other supporting data shall have been filed with the Owner by the Contractor not later than thirty (30) days after receipt of written request thereof by the Contractor from the Owner, time being of the essence. The "statement of claim" shall contain a concise and clear recital of the ground or grounds on the basis of which the claim is asserted, including a designation of the provision or provisions of the Contract Documents on which the claim is based. The statement of claim shall indicate the dollar amount of the claim.

GC-16. Claims

- a. *Extra Cost.* If the Contractor maintains that any instructions by drawings or otherwise involve extra cost to the Owner under this Contract, he shall give the Owner and the Architect written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute any change except in emergency endangering life of property. The allowances to the Contractor shall then be as provided under GC-15. No claim for extra cost shall be valid unless so made.
- b. *Damages.* If either party to this Contract should suffer damage in any manner because of any wrongful act of neglect of the other party or of anyone employed by the other party, then he shall be reimbursed by the other party for such damage. No claim of the Contractor for damages shall be valid unless written notice thereof shall have been received by the owner by registered mail within fifteen (15) days after occurrence of the event on which the claim is based. (See also GC-15, GC-39 and GC-41).
- c. *Protests.* All reference to arbitration are deleted from the Contract Documents. Decisions of the Architect shall be rendered in all cases where provided for under the State of Georgia General Conditions of the Contract, but no decision of the Architect shall deprive the Owner or the Contractor of any form of redress which may be available under the laws of the State of Georgia to contracting parties. Any decision of the Architect shall be final and binding on the Contractor unless the Contractor shall have given written notice of protest to the Owner by registered mail within ten days of the receipt of the decision.

GC-17. Deductions for Uncorrected Work. If the Architect and Owner deem it inexpedient to correct Work injured or done not in accordance with the contract, an equitable deduction from the contract price shall be made therefore; but there is no duty on the part of the Owner to accept any Work injured or done not in accordance with the methods and materials designated in the Contract Documents, nor does the Contractor have the right to demand that there shall be acceptance of Work injured or done not in accordance with the methods and materials designated in the Contract Documents.

GC-18. Delays and Extensions of Time

- a. *Grounds.* If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control, then the Work Order Completion Time shall be extended by Change Order for such reasonable time as the Architect may determine. The Contractor expressly agrees that the Contractor's sole remedy for such delay shall be an extension of Work Order Completion Time and that the Contractor shall make no demand for damages or extended overhead.
- b. *Filing of Claim.* No such extension shall be made for delay occurring more than ten (10) days before claim thereof is made in writing to the architect with copy to the Owner. In the case of a continuing cause of delay, only one claim is necessary, but no claim for a continuing delay shall be valid unless the contractor, within ten days from the cessation of the delay, shall have given notice in writing to the architect, with copy to the Owner, as to the amount of additional time claimed.
- c. *Delay in Furnishing Drawings (See also GC-5).* If no schedule or agreement stating the dates upon which drawings or approval of shop drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure of the architect to furnish drawings or approval of shop drawings until two weeks after demand thereof and not then unless such claim be reasonable.
- d. *No Damages for Delay.* In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, except as otherwise specifically provided under GC-15 or GC-22, the Contractor shall not be entitled to payment or compensation of any kind from the Owner for direct, indirect or impact damages, including but not limited to costs of acceleration arising because of hindrance or delay from any cause whatsoever, whether such

hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the contractor of damages for hindrances or delays due solely to fraud or bad faith on the part of the Owner or his agents.

GC-19. Correction of Work

- a. The Contractor shall promptly correct any Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be defective or nonconforming within a period of one year from the Date of Completion of the Contract or within such longer period of time as may be prescribed by law or the terms of any applicable special warranty required by the Contract Documents. The provisions of this Article apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor. [See GC-1(i)]
- b. *Remedy of the Owner for Breach of Order of Condemnation.* If the contractor does not make good a deficiency within a reasonable space of time fixed in an order of condemnation, the Owner may:
 1. Remove the condemned Work and store it at the expense of the contractor. If the contractor does not pay the expenses of such removal and storing within ten days after receipt of written demand of the Owner, the Owner may upon three days' notice in writing to the contractor sell such materials at private sale or at auction and shall account for the net proceeds thereof after deducting all proper costs incurred by the Owner; and
 2. Supply omitted Work, perform unexecuted Work, replace and re-execute Work not done in accordance with the methods and materials designated in the Contract Documents and deduct the cost thereof from any payment then or thereafter due the contractor, Provided: That the architect shall approve the amount charged to the contractor. (See also GC-21)

The remedies stated in this article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies. Time limits stated in orders of condemnation are of the essence of the contract.

GC-20. Correction of Work after Final Payment. Neither (1) the final certificate, (2) nor any decision of the architect, (3) nor payment, (4) nor any provision in the contract shall relieve the Contractor of responsibility for faulty materials, faulty workmanship, or omission of contract Work, and he shall remedy any defects or supply any omissions resulting therefrom and pay for any damage to other Work resulting therefrom. The Owner shall give notice of observed defects or omissions with reasonable promptness. The Contractor shall within the space of time designated in orders of condemnation and without expense to the Owner, correct, remedy, replace, re-execute, supply omitted Work, or remove from the premises all Work condemned by the architect. The Contractor shall give prompt notice in writing to the architect, with copy to the Owner, upon completion of the supplying of any omitted Work or the correction of any Work condemned by the architect. In the absence of said notice, it shall be and is presumed under this contract that there has been no correction of the condemned Work or supplying of omitted Work. If the Contractor does not remove, make good the deficiency, correct, or remedy faulty Work, or supply any omitted Work within the space of time designated in orders of condemnation without expense to the Owner, the Owner, after ten days' notice in writing to the Contractor, may remove the Work, correct the Work, remedy the Work or supply omitted Work at the expense of the Contractor. In case of emergency involving health, safety of property, or safety of life the Owner may proceed at once. Correction of defective Work executed under the plans and specifications or supplying of omitted Work whether or not covered by warranty of a subcontractor or materialmen, remains the primary, direct responsibility of the Contractor. The foregoing obligation of the Contractor shall remain in effect until the same shall have been extinguished by operation of the statute of limitations. As additional security for the fulfillment of such obligation, but in no way limiting the same, the Contractor warrants and guarantees (1) that all Work executed under the plans and specifications shall be free from defects of materials or workmanship for a period of one year from the date of the final certificate of the architect, and (2) that for not less than one year from the date of the final

certificate of the architect, or for such greater space of time as may have been designated in the specifications, products of manufacturers shall be free from defects of materials and workmanship. Whenever written guaranties or warranties are called for, the Contractor shall furnish the aforesaid for such period of time as may be stipulated. The aforesaid instruments shall be in such form as to permit direct enforcement by the Owner against any subcontractor, materialmen, or manufacturer whose guaranty or warranty is called for, and the Contractor agrees that:

- a. The Contractor is jointly and severally liable with such subcontractors, materialmen, or manufacturers.
- b. The said subcontractors, materialmen, or manufacturers are agents of the Contractor for purposes of performance under this article, and the Contractor, as principal, ratifies the warranties or guaranties of his aforesaid agents by the filing of the aforesaid instruments with the Owner. The Contractor as principal is liable for the acts or omissions of his agents.
- c. Service of notice on the Contractor that there has been breach of any warranty or guaranty will be sufficient to invoke the terms of the instrument, Provided: That the Owner shall have furnished the Contractor with a copy of notice served on the subcontractor, materialmen, or manufacturer.
- d. The Contractor will bind his subcontractor, materialmen, and manufacturers to the terms of this article.

The calling for or the furnishing of written warranties shall in no way limit the contractual obligation of the Contractor as set forth hereinabove. The remedies stated in this article are in addition to the remedies otherwise available to the Owner, do not exclude such other remedies, and are without prejudice to any other remedies. [See also GC-1(i), GC-25, and GC-60]

GC-21. The Owner's Right to Do Work. If the Contractor should neglect to prosecute the Work properly or fail to perform any provision of this contract, the Owner, after three days' written notice to the Contractor may without prejudice to any other remedy he may have (including without limitation remedies against the Contractor's surety), make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Architect shall approve the amount charged to the Contractor. (See also GC-19 and GC-22)

GC-22. Right of the Owner to Terminate Contract. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with Contract Documents or fails to perform any provisions of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option that sufficient cause exists to justify such action, may terminate the Contract and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method it may deem expedient, and if the unpaid balance of the sum of all Work Order Price(s) exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

GC-23. Contractor's Right to Stop Work or Terminate Contract. If the Owner fails to make payment for a period of thirty (30) days after receipt of proper pay request, the Contractor may, upon seven (7) additional days written notice to the Owner, terminate the Contract and recover from the Owner payment for all Work executed.

GC-24. Application for Payments

- a. *Periodical Estimates and Receipts.* Each Purchase Order shall be billed separately. The Contractor shall submit to the Architect in accordance with a form to be supplied by the Owner [specimen of which will be supplied to the Contractor on request] an application [sometimes herein designated "periodical estimate"] for each payment, and, if requested by the Owner or Architect, receipts or other vouchers, showing his payments for materials and labor, including payments to subcontractors as required by GC-37. (See also GC-32 and GC-50)

- b. *Initial Breakdown and Periodical Payments.* If payments are made on valuation of Work done, such application shall be submitted at least ten days before each payment falls due, and the Contractor shall, before the first application, submit to the Architect a schedule of values of the various parts of the Work, including quantities, aggregating the total sum of the contract, divided in such manner as to facilitate payments to subcontractors in accordance with GC-37, on a form to be furnished by the Owner with a complete breakdown of the contract price so arranged and so itemized as to meet the approval of the Architect and, if requested, supported by such evidence as to its correctness as the Architect may direct. The schedule designated herein the “initial breakdown” [specimen of which will be supplied to the Contractor on request], when approved by the Architect shall be used as a basis for certificates of payment, unless it be found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule on a periodical estimate form to be supplied by the Owner [specimen of which will be supplied to the Contractor], and, if requested by the Architect or Owner, itemized in such form and supported by such evidence as the Architect or Owner may direct showing the Contractor’s right to the payment claimed on the periodical estimate.
- c. *Materials Storage.* If payments are made on account of materials delivered and suitably stored at the site but not incorporated in the Work, they shall, if required by the Owner or the Architect, be conditional upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner’s title to such material or otherwise adequately protect the Owner’s interest. (See also GC-28 and GC-32) The Contractor is responsible for the existence, protection, and, if necessary, replacement of materials until execution of the final certificate of the Architect. (See also GC-12, GC-25, and GC-41) The Owner shall not pay for any materials stored off site.

GC-25. Certificate of Payments

- a. *Issuance.* If the Contractor has made application for payment as provided under GC-24, the Architect shall not later than the date when each payment falls due issue to the Contractor a certificate for such amount as he decides to be properly due or state in writing his reasons for withholding a certificate.
- b. *Effect.* No certificate issued, nor payment made to the Contractor, nor partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any Work or materials not in accordance with the Contract Documents. (See also GC-20) The making of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty Work appearing after final payment, or from requirements of the specifications or drawings. Acceptance of the final payment shall operate as and shall be a release to the Owner from all claims of any kind or character under the contract except for such specific amount or amounts as may have been withheld to cover the fair value of any incomplete Work which has been certified by the Architect as incomplete through no fault on the part of the Contractor.
- c. *Date and Rate of Payment.* Progress/Partial payments and Final payment will be made in accordance with Articles 19 and 20 respectively of the Contract General Conditions. The date and rate of payment are subject to GC-26. Sums retained pursuant to the present article are and remain the property of the Owner until such time as the Contractor shall have become entitled to receive payment of such retainage by (a) furnishing the remainder of the *quid pro quo* under the contract and (b) complying in full with the terms of the contract.

GC-26. Payments Withheld. The Architect may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:

- a. Defective Work not remedied. (See also GC-19)
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractor or for materials or labor. (See also GC-9 and GC-37)
- d. A reasonable doubt that the contract can be completed for the balance then unpaid.

- e. Damage to another contractor or to some third party. (See also GC-12)
- f. Failure to maintain a rate of progress in accordance with the construction progress schedule. [See also GC-1(i), GC-25(c), and GC-46]
- g. Failure to supply enough skilled workmen or proper materials. (See also GC-1 and GC-19)

When the above grounds are removed, payment shall be made for amounts withheld because of them. At the option of the Owner adherence to the construction progress schedule shall be a condition precedent to the right of the Contractor to demand payment of a periodical estimate. No omission on the part of the Owner to exercise the aforesaid option shall be construed to be a waiver of breach of the construction progress schedule or acquiescence therein, and the Owner may exercise its option from time to time and as often as may be expedient.

GC-27. Indemnification, Insurance and Hazards

- a. *Responsibility.* The Contractor shall be responsible to the Owner from the time of the signing/acceptance of the Purchase Order or from the beginning of the first Work, whichever shall be earlier, for all injury or damage of any kind resulting from any negligent act or omission or breach, failure or other default regarding the Work by the Contractor, or any of its subcontractors, its agents, employees or others working at the direction of the Contractor or on its behalf, regardless of who may be the owner of the property. (See also GC-12)
- b. *Indemnification Agreement.* Contractor hereby agrees to indemnify and hold harmless the Owner, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to liability to a third party or parties, for any loss *due to* bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this contract or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor. This indemnification obligation survives the termination of the contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Contractor agrees to reimburse the Funds for such monies paid out by the Funds.
 1. This indemnification applies where the Indemnitees are partially responsible for the situation giving rise to the claim, provided however, that this indemnification does not apply to the extent of the sole negligence of the Indemnitees.
 2. This indemnification does not extend beyond the scope of this contract and the Work undertaken thereunder. Nor does this indemnification extend to claims for loses or injuries or damages incurred directly by the Indemnitees due to breach or default by the Indemnitees under the terms and conditions of this contract.
 3. DOAS, Risk Management will endeavor to notify affected insurers of claims made against the State which fall within this indemnity. In the event of litigation, the Attorney General will endeavor to keep the Contractor and its general liability insurer as named on the insurance certificate informed regarding the claims and settlement. [See GC-27.2.2(c) below]
- c. **Insurance Requirements**

1. *Insurance Certificates.* Per Amendment 01, dated 9/30/09; Within 10 (ten) days of an Owner approving a Work Order for construction services, the Contractor shall, prior to the commencement of Work, procure the insurance coverages identified below (when performing work for State of Georgia User Agencies) at the Contractor's own expense. When performing work for other Georgia public entities utilizing the contract, the Contractor may be subject to other insurance requirements, including different policy limits and issuance of a Purchase Order to the Contractor will be conditional upon the Contractor complying with such requirements. The Contractor shall furnish the Owner an insurance certificate listing the Owner as the certificate holder. The insurance certificate must provide the following:
 - a) Name and address of authorized agent
 - b) Name and address of insured
 - c) Name of insurance company(ies)
 - d) Description of policies
 - e) Policy Number(s)
 - f) Policy Period(s)
 - g) Limits of liability
 - h) Name and address of Owner as certificate holder
 - i) Project Name and Number
 - j) Signature of authorized agent
 - k) Telephone number of authorized agent
 - l) Mandatory forty-five day notice of cancellation / non-renewal (See GC-27.2(a) below)
 - m) Evidence of Insurance Coverages shall be provided on a form acceptable to the Owner

2. *Policy Provisions.* Each of the insurance coverages required below (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self insureds or group self insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A-" or better and with a financial size rating of Class V or larger. Each such policy shall contain the following provisions:
 - a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse or allowed to expire until forty-five (45) days after the Owner has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this contract shall have been received, accepted and acknowledged by the Owner. Such notice shall be valid only as to Contract as shall have been designated by Contract Number and Name in said notice.
 - b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").
 - c) Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend the Indemnities remains in full force and effect and is not waived by issuance of any policy of insurance. In the event of litigation, any settlement on behalf of the indemnities must be expressly approved by the Attorney General. The contractor and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Indemnitees, in which case there will be mutual cooperation between the Attorney general and such counsel.
 - d) Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed \$100,000.00.

3. *Insurance Coverages.* The Contractor also agrees to purchase and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not

inconsistent with the policies and requirements of O.C.G.A. § 50-21-37, have been purchased by the Contractor. The minimum required coverages and liability limits are as follows:

- a) *Workers' Compensation Insurance.* The Contractor agrees to provide Workers' Compensation coverage in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A group insurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Worker's Compensation stating the Contractor qualifies to pay its own worker's compensation claims. The Contractor shall require all subcontractors performing Work under this contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage and shall submit a certificate on the letterhead of the Contractor in the following language prior to the commencement of Work:

"This is to certify that all subcontractors performing Work on this project are covered by their own workers' compensation insurance or are covered by the Contractor's worker's compensation insurance."

- b) *Employers' Liability Insurance.* The Contractor shall also maintain Employer's Liability Insurance Coverage with limits of at least:
 - i. Bodily Injury by Accident – \$1,000,000 each accident; and
 - ii. Bodily Injury by Disease – \$1,000,000 each employee.

The Contractor shall require all subcontractors performing Work under this contract to obtain an insurance certificate showing proof of Employers Liability Insurance Coverage and shall submit a certificate on the letterhead of the Contractor in the following language prior to the commencement of Work:

"This is to certify that all subcontractors performing Work on this project are covered by their own Employers Liability Insurance Coverage or are covered by the Contractor's Employers Liability Insurance Coverage."

- c) *Commercial General Liability Insurance.* The Contractor shall provide Commercial General Liability Insurance (1993 ISO Occurrence Form or equivalent) which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, blasting and explosion, collapse of structures, underground damage, personal injury liability and contractual liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage	Limit
1. Premises and Operations	\$ 1,000,000.00 per Occurrence
2. Products and Completed Operations	\$ 1,000,000.00 per Occurrence
3. Personal Injury	\$ 1,000,000.00 per Occurrence
4. Contractual	\$ 1,000,000.00 per Occurrence
5. General Aggregate	\$ 2,000,000.00 per Project

Additional Requirements for Commercial General Liability Insurance:

- i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia, but only with respect to claims that arise out of contractor's negligence in performing the Work or the additional insured's general supervision of such operations, including completed operations under this contract, but

only for such claims for which the Georgia Tort Claims Act, O.C.G.A. 50-21-20 *et seq.* is not the exclusive remedy.

- ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the contractor's policy.
 - iii. The policy or policies must be on an "occurrence" basis.
 - iv. The policy must include separate aggregate limits per project.
- d) *Commercial Business Automobile Liability Insurance.* The Contractor shall provide Commercial Business Automobile Liability Insurance which shall include coverage for bodily injury and property damage arising from the operation of any owned, non-owned or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each occurrence.

Additional Requirements for Commercial Business Automobile Liability Insurance:

- i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia, but only with respect to claims that arise out of contractor's negligence in performing the Work or the additional insured's general supervision of such operations under this contract, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. 50-21-20 *et seq.* is not the exclusive remedy.
 - ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the contractor's policy.
- e) *Commercial Umbrella Liability Insurance.* The Contractor shall provide a Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employers' Liability to satisfy the minimum limits set forth herein. The minimum amount of Umbrella limits required above the coverages and minimum limits state in GC-27.2.3(a), (b), (c) and (d) shall be:

Minimum Combined Primary Liability and Excess Umbrella Limits of:

\$2,000,000 per Occurrence
\$4,000,000 Aggregate

Additional Requirements for Commercial Umbrella Liability Insurance:

- i. The policy shall name as additional Insureds the officers, members, and employees of the Owner and the State of Georgia, but only with respect to claims that arise out of contractor's negligence in performing the Work or the additional insured's general supervision of such operations under this contract, but only for such claims for which the Georgia Tort Claims Act, O.C.G.A. 50-21-20 *et seq.* is not the exclusive remedy.
- ii. The coverage extended to the additional insureds for any claims not covered by the Georgia Tort Claims Act shall be no broader than the coverage extended to the Contractor and is not expanded to cover claims and losses that are not insurable under the contractor's policy.

iii. The policy must be on an “occurrence” basis.

- f) *Builders Risk Insurance.* Contractor shall provide an a Builder’s Risk Policy to be made payable to the Owner and Contractor, as their interests may appear. The policy amount should be equal to 100% of the contract sum, written on a 1991 Causes of Loss. Special Form, or its equivalent. All deductibles shall be the sole responsibility of the Contractor, and in no event shall the amount of any deductible exceed \$10,000.00. The policy shall be indorsed as follows:

“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy:”

- i. Furniture and equipment may be delivered to the insured premises and installed in place ready for use; and
- ii. Partial or complete occupancy by Owner; and
- iii. Performance of work in connection with construction operations insured by the Owner, by agents or lessees or other contractors of the Owner, or by contractors of the lessee of the Owner.

In the event that the contract is for renovation, addition or modification of an existing structure and Builders Risk Insurance is not available, the Owner will accept an Installation Floater Insurance Policy with the above endorsements [GC-27.2.3(f)] in lieu of the Builders’ Risk Insurance Policy. Such floater must insure loss to materials and equipment prior to acceptance by Owner and must be on an ALL RISK BASIS with the policy written on a specific job site.

- g) *Disposition of Insurance Documents.* Prior to commencing Work, one certificate of insurance with all endorsements attached must be deposited with Owner for each insurance policy required.
 - h) Per Amendment 01, dated 9/30/09; When the nature of the Work dictates, at the sole discretion of the Owner, the Owner may require insurance coverages and limits that are in excess of those listed above (i.e. when "hot work" is part of the Detailed Scope of Work, when hazardous material abatement is part of the Detailed Scope of Work, or when Work is on or in the vicinity of railroad tracks, etc.). The Contractor's compliance with such increased insurance requirements will be a condition of the Owner with regard to issuing a Purchase Order and the Contractor shall be required to furnish said insurance at its own expense and shall furnish the Owner an insurance certificate evidencing such required coverages and limits.
4. *Termination of Obligation to Insure.* Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the Architect shall have executed the final certificate. (See GC-20, GC-24, GC-29, and GC-71 and Article 5, Form of Contract)
5. *Failure of Insurers.* The Contractor is responsible for any delay resulting from the failure of his insurance carriers to furnish proof of proper coverage in the prescribed form.

GC-28. Affidavits. Before receiving any portion of the retainage (see also GC-24 and GC-32), the Contractor will be required to furnish a non-influence affidavit as shown in State of Georgia Exhibit A and a statutory affidavit in the exact form as shown in State of Georgia Exhibit B.

GC-29. Bonds on Roofs and Walls. *Not applicable.*

GC-30. Performance Bond and Payment Bond. Per Amendment 01, dated 9/30/09; Within 10 (ten) days of an Owner approving a Work Order for construction services, the Contractor shall furnish both a performance bond and payment bond for all Work Orders with a dollar value equal to or greater than \$100,000. The Obligee of the bonds shall be the Owner that has requested the work. For State of Georgia User Agencies, said bonds shall be provided on the forms as set forth in State of Georgia Exhibit C and State of Georgia Exhibit D. For other Georgia public entities utilizing the contract, the bonds shall be on forms as directed by and/or acceptable to each Owner.

Both the performance bond and payment bond shall each be equal to 100% of the Work Order Price to secure performance of the contractor and payment of all claims for materials furnished and/or labor performed in the performance of the Work Order, respectively.

The surety must be licensed to do business in the State of Georgia, and the surety must in addition be acceptable to the Owner. [NOTE]: To avoid inconvenience, the Contractor should communicate to the Owner, in advance of the bonds being issued, the surety he expects to use so that the Owner can give an advance determination of the surety's acceptability.

For all Work Orders with a Work Order Price less than \$100,000 performed for State of Georgia User Agencies it will be at the Owner's sole discretion as to whether a performance and/or payment bond will be required. For other Georgia public entities utilizing the contract, the waiver of bonding requirements for jobs with a Work Order Price less than \$100,000 shall be at the discretion of the Owner and subject to additional limitations imposed by all applicable, laws, statutes, codes, and/or policies.

GC-31. Marked-up Construction Documents. Prior to demand for payment of retainage, the Contractor shall provide a complete set of Marked-up Construction Documents to the Architect, which set shall reflect all changes caused by addenda, field changes, Change Orders, or observed changes by the Contractor or subcontractor(s) for the purpose of the Architect's issuance of Record Documents to the Owner.

GC-32. Liens. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens or claims arising out of this contract, or receipts in full in place thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all labor and materials for which a lien or claim could be filed; but the Contractor may, if any subcontractor or claimant refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim, including all costs and a reasonable attorney's fee. (See also GC-24, GC-25, and GC-28)

GC-33. Assignment. Neither party to the contract shall assign the contract or sublet it as a whole nor shall the Contractor assign any moneys due or to become due to him hereunder.

GC-34. Mutual Responsibility of Contractors. Should the Contractor cause damage to any separate Contractor on the Work the Contractor agrees, upon due notice, to settle with such Contractor by agreement if he will so settle. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment against the Owner shall arise therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

GC-35. Separate Contracts. The Owner reserves the right to perform Work related to a Project with its own forces, and to award separate contracts in connection with other portions of a Project or other Work on the site under these or similar Conditions of the Contract. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly regulate, schedule, connect, and coordinate his Work with theirs.

GC-36. Subcontractors, Materialmen, Suppliers and Employees

- a. *Subcontractor.* A Subcontractor is a person or entity who has a direct contract with the Contractor to perform any of the Work at the site.
- b. *Submission of List.* As required in Article 8.6 of the IQCC Standard Terms and Conditions, the Contractor, shall furnish to the Owner in writing the names of Subcontractors for each of the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to contract with anyone to whom he has a reasonable objection. The contract requires each Subcontractor, to the extent of the Work to be performed by the Subcontractor, (1) to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor, all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner, and (2) allow to the Subcontractor the benefit of all rights, remedies and redress afforded to the Contractor by these Contract Documents.
- c. *Warranty of Contractor.* The Contractor warrants that the subcontractors selected by him are reputable, skilled, reliable, competent, qualified in the trade or field in which they are to perform on the applicable project, and thoroughly familiar with applicable codes.
- d. *Certification On Account Of.* The Architect shall, on request furnish to any subcontractor, wherever practicable, evidence of the amounts certified on his account.
- e. *Contractor Responsible for Acts and Omissions of Subcontractors, Materialmen, Suppliers and Employees.* The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors, materialmen, suppliers, and employees and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- f. *No Contract Between Owner and Any Subcontractor, Materialman, Supplier or Employee.* Nothing contained in the Contract Documents shall create any contractual relation between the Owner and any subcontractor or between the Owner and any materialman, supplier, or employee of the Contractor or his subcontractors. [See also Article GC-02, GC-37, GC-45, and GC-60]

GC-37. Relationship of Contractor and Subcontractors

- a. *Obligations of Each.* The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the Contract Documents insofar as they are applicable to his Work.
- b. *Owner Not Obligated to Any Subcontractor.* There is no obligation on the part of the Owner to pay to or to see to the payment of any sums to any (1) subcontractor, (2) materialman, (3) supplier, (4) laborer, (5) employee, or (6) claimant as defined in the payment bond. [See also GC-36(d)]
- c. *Incorporation of Terms in Subcontracts.* The Contractor agrees that failure on his part to incorporate in all subcontracts an express provision in accordance with GC-37(a) above, shall be deemed to be and is a breach of an essential covenant.

GC-38. Architect

- a. *Supervision.* The Architect shall have general supervision and direction of the Work except in respect to safety as stated under GC-12 and except as qualified by GC-13 and GC-60 of the State of Georgia General Conditions. He is the agent of the Owner only when in special instances he is authorized in writing by the Owner so to act, and in such instances he shall, upon request, show the Contractor written authority. He has authority to stop the Work whenever such stoppage may be necessary to ensure the proper execution of the contract.

- b. *Interpreter and Impartial Judge.* As the Architect is, in the first instance, the interpreter of the conditions of the contract and the judge of its performance, he shall side neither with the Owner nor with the Contractor but shall use his powers under the contract to enforce its faithful performance by both.

GC-39. Architect's Decisions

- a. *Promptness.* The Architect shall make decisions with reasonable promptness after presentation of evidence on (1) any claim of the Owner or Contractor, (2) a demand of the Owner or Contractor for a decision on any matter relating to the execution or progress of the Work, or (3) a demand of the Contractor or Owner for interpretation of or additional instructions with respect to the Contract Documents.
- b. *On Artistic Effect.* The Architect's decisions in matters relating to artistic effect shall be final if within the terms of the Contract Documents.

GC-40. Measurements and Dimensions. Before ordering material or doing Work which is dependent upon coordination with building conditions, the Contractor shall verify all dimensions, elevations, grades, and pitch by taking measurements at the building and shall be responsible for the correctness of same. No consideration will be given to any claim based on differences between the actual dimensions and those indicated on the drawings. Any discrepancies between the drawings and/or the specifications and the existing conditions shall be referred to the Architect for additional instructions before any Work affected thereby is given.

GC-41. Notice of Readiness for Final Inspection. When the Contractor is ready for a final inspection, he shall give notice to the Architect and a copy to the Owner in the following words:

"The Work on the contract for the [show name of improvement or project as it appears in the Purchase Order] having been fully completed except as stipulated herein below, it is requested that a final inspection be made promptly by the Architect. The following Work is incomplete through no fault of the Contractor [list any Work which the Contractor regards as a proper exception] "

No final inspection shall be made until such time as the Architect has received a letter in the exact form indicated above and a copy thereof has been received by the Owner. In the event the Contractor shall have issued the "Notice of Readiness for Final Inspection" prematurely [hereinafter referred to as "false start"] he shall be liable for the damage resulting from the aforesaid false start including but not limited to the salaries, professional fees, and travel and living expenses of the persons or parties inconvenienced by the aforesaid false start. The Contractor agrees that he may not defend or excuse any deviation from the Contract Documents on the ground (a) that the deviation was not brought to his attention by another person or party or other persons or parties or (b) that a subcontractor is or subcontractors are at fault.

GC-42. Use of Premises. The Contractor shall confine his plant, his apparatus, the staging and storage of materials, the operations of his forces, and the Work to limits indicated by law, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the premises with his materials. The Contractor shall not load or permit any part of the Work to be loaded with weight that will endanger its safety. The Contractor shall enforce the Architect's instructions regarding signs, advertisements, fires and smoking. (See also GC-11)

GC-43. Cutting, Patching and Fitting. The Contractor shall do all cutting, fitting, or patching of his Work that may be required to make its several parts come together properly and fit. (See also GC-03, GC-40, and GC-53)

GC-44. Cleaning Up. The Contractor shall at all time keep the premises free from accumulations of waste material or rubbish caused by his employees or Work. At the end of each working day, Contractor shall leave the

premises in a broom clean condition and remove all trash and debris. The Contractor shall provide such mats, drop cloths, etc., as shall be necessary to protect the surrounding areas from soil or damage. Any damage to existing work shall be repaired or replaced in accordance with Article 12 of the State of Georgia General Conditions. At the completion of the Work he shall remove all his rubbish from and about the building and all his tools, scaffolding, and surplus materials and shall leave his Work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove the rubbish and charge the cost to the Contractor as the Architect shall determine to be just. (See also GC-12 and GC-27)

GC-45. Specification Arrangement. The specifications are separated into numbered and titled divisions for convenience of reference. Neither the Owner nor the Architect assumes any responsibility for defining the limits of any subcontracts on account of the arrangement of the specifications. Notwithstanding the appearance of such language in the various divisions of the specifications as, "The Plumbing Contractor", "The Electrical Contractor", "The Roofing Contractor", etc., the Contractor is responsible to the Owner for the entire contract and the execution of all of the Work referred to in the Contract Documents. No partial sets of documents shall be issued by the Architect. (See also C-03, GC-02, GC-36, and GC-37)

GC-46. Commencement, Prosecution and Completion. The Contractor will be required (a) to commence Work under this contract within ten days after date of written notice from the Owner to proceed [See GC-1(j)], (b) to prosecute the Work with faithfulness and energy (c) to install the various parts of the Work with equal steps shown on the construction progress schedule and at the same rate shown on the construction progress schedule to be furnished pursuant to GC-50 and (d) to complete the Work within the time stipulated in the proposal form as adjusted by any extensions of time provided for under GC-15 and GC-18. Commencement of Work shall mean actual physical Work on the site. [See Also GC-1(f) and GC-1(i)] In the event the Contractor shall be delinquent in respect to compliance with the time limits established in the construction progress schedule, he shall, within seven days after receipt of written demand of the Owner, commence working not less than a twelve hour day and no less than six days a week until such time as he shall have brought the amount of Work in place into compliance with the construction progress schedule. Fulfillment of this requirement as to overtime Work (hereinafter referred to as "recovery of lost time required of the Contractor for his breach of covenant as to time") shall not relieve the Contractor from liability for breach of the covenant as to time [Article GC-1(f) of State of Georgia General Conditions]. For account of recovery of lost time required of the Contractor for his breach of covenant as to time the Contractor shall be entitled to no claim against the Owner for any payment, repayment, reimbursement, remittance, remuneration, compensation, profit, cost, overhead, expense, loss expenditure, allowance, charge, demand, hire, wages, salary, tax, cash, assessment, price, money, bill, statement, dues, recovery, restitution, benefit, recoupment, exaction, injury or damages. (See also GC-25 and GC-26)

GC-47. Alternates. Unless otherwise stipulated all alternates are deductive. If a price is not provided for all alternates the Contractor's Price Proposal may be determined non-responsive and not considered for award.

GC-48. Omitted.

GC-49. Conflicts. The following principles shall govern the settlement of disputes which may arise over conflicts in the Contract Documents: (a) as between figures given on drawings and the scaled measurements, the figures shall govern; (b) as between large-scale drawings and small-scale drawings, the larger scale shall govern; (c) as between drawings and specifications, the requirements of the specifications shall govern; and (d) as between the form of agreement and the specifications, the requirements of the form of agreement shall govern. Conflicts noted shall be reported to the Architect. The principles set forth herein shall not alter provisions of GC-2 of the State of Georgia General Conditions.

GC-50. Progress Reports. Within such reasonable space of time as the Owner shall designate in writing, the Contractor shall submit to the Owner such schedule of quantities and costs, construction progress schedules, payrolls, bills, vouchers, correct copies of all subcontracts, statements, reports, correct copies of all agreements, correspondence, and written transactions with the surety on the performance bond which have any relevance to the work, estimates, records, and other data as the Owner may request concerning Work performed or to be performed under this contract. When requested by the Owner, the Contractor shall give the Owner access to accounts relating to the foregoing. The above reports shall include but are

not limited to (a) written notice of dates by which specified Work will have been completed, (b) written notice of dates by which condemned Work shall have been made good, (c) written notice that condemned Work has been made good, (d) written notice as to the date or dates by which Work which has not been performed with equal steps and at the same rate required by the construction progress schedule shall have been brought into conformity with the construction progress schedule, (e) date by which any undisputed claim of a subcontractor, materialman, or laborer shall have been paid, (f) written advice regarding the nature and amount of any disputed claim of a subcontractor, materialman, or laborer, and (g) information regarding Work performed upon demand of the Owner pursuant to GC-15. Prior to submitting the first periodical estimate (see GC-24), the Contractor shall have furnished to the Owner and the Architect a construction progress schedule (based on Work in place only) in accordance with the style and format of a specimen to be furnished by the Owner [copies of which specimen will be furnished to the Contractor on request]. (See also GC-1(i), GC-19, GC-20, GC-26, and GC-46)

GC-51. Drug-Free Work Place Act.- The Contractor acknowledges that he is fully aware of the contents and requirements of O.C.G.A. 50-24-1 *et. seq.* The Contractor, upon submission of a Price Proposal in connection with this contract, does thereby certify that he and his subcontractors are and will remain in compliance with the aforesaid act.

GC-52. Trading with the State Statute.-In submitting a Price Proposal, the Contractor certifies that the provisions of law contained in O. C. G. A. Sections 45-10-20 to 45-10-71 prohibiting officials and employees of the state from engaging in certain transactions with the state and state agencies, have not and will not be violated in any respect in regard to this contract.

GC-53. Manufacturer's Recommendations. In the event the contract shall require that given Work or materials shall be installed in accordance with the manufacturer's recommendations or requirements, the Contractor shall obtain for his use at the site in executing the Work copies of the bulletin, circular, catalogue, or other publication of the manufacturer bearing the title, number, edition, date, etc., [hereinafter referred to as the "doctrine"] designated in the contract.

GC-54. Keys. Keys with tags indicating number and/or description of door or room each key is intended to fit attached to each key shall be delivered to the Owner. Contractor shall prepare and furnish with the keys an itemized key schedule in quintuplicate listing the door or room number and/or description, serial number of key, and number of keys being delivered for each door or lock.

GC-55. Operation and Maintenance Data and Instructions. The Contractor shall furnish proper instructions to the lessee of the Owner in the presence of the Architect concerning operation and maintenance of all mechanical and electrical equipment. The Contractor shall give notice in writing to the Architect with copy to the Owner at least fifteen days prior to the date on which it is proposed to give instructions to the lessee.

GC-56. Space Conditions. All pipes passing through floors, walls, and ceilings shall be installed with sufficient space between them to permit installation of pipe insulation and floor, wall, and ceiling plates without cutting of insulation or plates. The Contractor shall locate all equipment that must be serviced, operated, or maintained in fully accessible positions.

GC-57. Cash Allowances. The Contractor shall include in its Price Proposal all allowances named in the Contract Documents.

GC-58. Testing Services. Laboratories for testing services shall be selected by, engaged by, and responsible to the Architect. This article does not apply to verification of design mix on concrete. (See also GC-13 and GC-65)

GC-59. Drilling Samples and Log of Drilling Wells. Not used.

GC-60. Contractor's Warranty as to Performance. The Contractor warrants that he is familiar with the codes applicable to the Work and that he has the skill, knowledge, competence, organization, and plant to execute the Work promptly and efficiently in compliance with the requirements of the Contract Documents. The

Contractor having the obligation to keep a competent superintendent on the Work during its progress, to employ only skilled mechanics, and to enforce strict discipline and good order among his employees, the Contractor, himself, is responsible for seeing that the Work is installed in accordance with the Contract Documents. The Contractor warrants to the Owner that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements may be considered defective. (See also GC-09, GC-13, GC-14, GC-15, GC-20, GC-36, GC-38, and GC-39)

GC-61. Warranty and Guaranty. The Contractor warrants and guarantees that all Work executed under the Contract Documents shall be free from defects of materials or workmanship for a period of one year from the date of Completion.

GC-62. Mechanical Systems, Retainage Pending Balancing of. Not used.

GC-63. Water Heaters. Not used.

GC-64. Effect of Addenda, Amendments, Bulletins, Deletions, Omissions, and Change Orders. No special implication, interpretation, construction, connotation, denotation, import, or meaning shall be assigned to any provision of the Contract Documents because of changes created by the issuance of any (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission, or (6) change order other than the precise meaning that the contract documents would have had if the provision thus created had read originally as it reads subsequently to the (1) addendum, (2) amendment, (3) bulletin, (4) notice of deletion, (5) notice of omission, or (6) change order by which it was created.

GC-65. Concrete Specifications. “Standard Minimum Concrete Specifications,” October 1963, revised May 1976, revisions approved jointly by the Georgia Branch, The Associated General Contractors of America, and Georgia Concrete and Products Association, Inc., successors to Georgia Ready-Mix Concrete Association are adopted as a minimum requirement.

GC-66. Fire Marshal Inspections.

- a. *General.* The State Fire Marshal may make inspections at any time. It shall be the responsibility of the Contractor to request inspections at 80% completion and for 100% inspection and Certificate of Occupancy. Requests shall be in writing with a copy to the Owner and Architect. (Confirm lead time for inspection.)
- b. *Jurisdiction.* The facilities are under the jurisdiction of State Official Code of Georgia annotated 25-2-13 (O.C.G.A.)
- c. 80% and 100% Inspections: The basic definitions for 80% and 100% inspections are as follows:
 1. 80% Field Review—The structural components are in place and open for review of the fire safety components. NOTE: Structural components include the following: fire walls, vertical shafts, stairways, smoke stops, hazardous area separation, roof and ceiling assemblies, corridor and door width, and HVAC system.
 2. 100% Completion—The building is ready to occupy and qualifies for a Certificate of Occupancy.
- d. *Applications for 80% Inspection and 100% Inspection and Certificate of Occupancy.* The applications for inspection are included hereinafter.

GC-67. Certificates of Manufacturers for Major Components. Not used.

GC-68. Forms and Specimens. - The forms and specimens attached as State of Georgia Exhibits are incorporated by reference herein and shall be executed in substantial conformance as required or convenient in describing obligations under the Contract Documents.

GC-69. Copies of Notices to Owner. Wherever the State of Georgia General Conditions provide that a copy of any notice, request, or demand filed with the Architect by the Contractor shall be furnished to the Owner, such notice, request or demand shall not become effective until the Owner's copy shall have been received by the Owner. No notice in writing or orally to the Architect or to the resident engineer inspector is notice to the Owner unless copy of the aforesaid notice in writing shall have been properly served upon the Owner at the address shown in Article SGC-01 of the State of Georgia Supplementary General Conditions. [See also GC-01(d), GC-15, GC-18, and GC-39]

GC-70. Utilities. Except for the cost of connection, the Owner shall furnish without cost to the Contractor all water and electricity as presently available at the site required to do the Work. The Contractor shall make connection to utilities at locations agreeable to the Owner.

GC-71. Not Used

GC-72. Contractor Performance Evaluation Questionnaire. (See State of Georgia Exhibit H)

- a. The Contractor Performance Evaluation Questionnaire is a method the State of Georgia intends to use to encourage contractors to perform their contractual responsibilities to complete contracts in a timely manner and at the quality level specified in the Contract Documents.
- b. The Contractor's retainage on the current contract could be affected by the performance rating the contractor is issued. A performance evaluation of unsatisfactory may result in the contractor's retainage remaining at 10% or being reinstated to 10% from the lump sum. Upon correction of the deficiencies which led to the unsatisfactory rating, the Contractor's retention may be reduced to a lump sum or reinstated back to a lump sum.
- c. Performance evaluations will be issued, depending upon project duration, when 50% completion has been attained, at the time of final acceptance of a project or at any time that the Owner determines that the Contractor's performance is deemed to be unsatisfactory.
- d. Performance evaluation ratings of outstanding, satisfactory and unsatisfactory can be issued.
- e. The issuance or failure to issue a performance evaluation questionnaire does not affect the State's right to seek redress from the Contractor for Work not in compliance with the Contract Documents or for latent defects.
- f. The contractors ratings may influence the owner's decision regarding all aspects related to awarding future work to the Contractor.

GC-73. Employment of Georgia Citizens and Use of Georgia Products. Since the Work provided for in this contract is to be performed in Georgia, it is the wish of the Owner that materials and equipment manufactured or produced in Georgia shall be used in the Work and that Georgia citizens shall be employed in the Work at wages consistent with those being paid in the general area in which the Work is to be performed. This desire on the part of the Owner is not intended to restrict or limit competitive bidding or to increase the cost of the Work; nor shall the fulfillment of this desire be asserted by the Contractor as an excuse for any noncompliance or omission to fulfill any obligation under the contract.

GC-74. Georgia Income Tax Incentives. Contractors interested in taking advantage of the Georgia income tax incentives provided for by the Official Code of Georgia Annotated 48-7-38 relative to the use of minority subcontractors in the performance of contracts awarded by the State of Georgia should contact the State Small and Minority Business Coordinator at the following address:

Governor's Small Business and Entrepreneurial Office
Georgia Department of Economic Development
75 Fifth Street, NW, Suite 1200
Atlanta, Georgia 30308
Telephone: (404) 962-4000
Fax: (404) 962-4001

STATE OF GEORGIA SUPPLEMENTARY GENERAL CONDITIONS

SGC-01. The State of Georgia General Conditions are amended / clarified as follows:

A. Article GC-1. Definitions.

1. Sub-paragraph (s), Owner, is further defined as follows:

- a) The Owner as referred to herein is state or local government entity that issues the Work Order and/or Purchase Order.
- b) The address of the Owner to which all correspondence regarding this Contract should be addressed is:

Department of Administrative Services
State Purchasing Division
Attn: Wanda George/404.651.9291
200 Piedmont Avenue SE, Suite 1308, West Tower
Atlanta, Georgia 30334-9010

- c) The address of the Owner to which all deliveries regarding this Project should be addressed is: See Work Order and/or Purchase Order

2. Sub-paragraph (t), Architect is further defined as follows:

- a) In the absence of a Project Architect, specifically retained by the Owner to perform design services for this project, the term Architect appearing in these documents shall mean Owner or Owner's Representative.

SGC-02. Notices. Prior to any shut-down of any system (electrical, mechanical, etc.), Contractor shall supply not less than five (5) working days notice to the Architect with a copy to the Owner. No shutdown of any system shall occur until the Contractor has received permission from the Owner in writing.

SGC-03. Working Hours. The Contractor shall perform all Work, make all deliveries and have access to work areas between 7:30 A.M. and 5:00 P.M. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day.

SGC-04. Building Occupancy

- a. Contractor recognizes and agrees that portions of the building are occupied by State employees performing essential tasks necessary to the efficient operation of State government. Consequently, Contractor agrees that he shall perform his Work in such a manner as to provide the least possible disruption to the occupants of the building. Accordingly, the Contractor agrees to the following stipulations, but without limitation:
 1. The Contractor and its personnel shall not use the passenger elevators for transportation of equipment, supplies, goods and material unless otherwise agreed to in writing by the Owner.
 2. The Contractor's employees may (if approved in writing by the Owner) use toilets designated by the Owner in the building. Temporary toilets will not be allowed on the site, unless approved in writing by the Owner. The Contractor shall be responsible for maintaining the toilet or toilets in a clean, sanitary condition. If, in the opinion of the Owner, the Contractor fails to keep the designated toilet or toilets in a clean and sanitary condition, the Owner shall direct the

Contractor to maintain a full-time person in the toilet or toilets at no additional cost to the Owner to ensure that the toilet or toilets are maintained in a clean and sanitary condition.

3. The Owner will not provide parking space for the Contractor or Contractor's employees, unless otherwise agreed to in writing by the Owner, except for vehicles which are loading or unloading goods, equipment, supplies and materials in the loading area. Contractor shall not block any loading dock area or permit its employees to park in this area.
4. Unless otherwise directed by the Owner, no project or advertising signs of any description will be allowed. Contractor shall provide directional and warning signs at protective barricades to assure safe passage of pedestrians in and near areas of Work.
5. The Contractor shall generally be prohibited from entering areas of the building except where Work is in progress. Work and access shall cause as little disruption to building occupants as possible. The Contractor shall give a minimum of five (5) working days advance notice and shall receive permission from the Owner for building access other than during normal business hours.
6. Contractor shall be responsible for the proper attire and actions of all workmen at all times. Any improper attire or action by any person is cause for immediate dismissal of the offending person from the site and project.
7. Contractor shall remove an employee (or any person working on behalf of the Contractor) upon notice that such person does not meet the requirements of the Contract or upon notice the Owner does not want such person (with or without cause) working on the Owner's premises.

SGC-05. Fire Prevention

- a. Contractor shall take adequate and reasonable precautions to protect Work against damage by fire and smoke. For example, without limitation, Contractor shall:
 1. Provide fire extinguishers in readily accessible locations.
 2. Periodically inspect fire extinguishers, remove discharged extinguishers immediately and replace with new or recharged extinguishers.
 3. Keep one fire extinguisher within five (5) feet of any welding or open flame operations.
 4. Remove oil-soaked and paint-soaked materials, including paper and rags, from building daily, and more frequently as necessary, to eliminate danger of fire.
 5. Not permit workmen to smoke during operations involving combustible adhesives, solvents, mastics, or other fire hazard materials.

SGC-06. Sales Tax. Unless otherwise provided in the Contract Documents, the Contractor shall pay all sales, consumer, use and other similar taxes, which were legally enacted at the time the Order was executed with the Contractor.

SGC-07. Defective Work. If the Contractor fails to correct defective Work or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by written order, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

SGC-08. Third Party Beneficiaries. Contractor acknowledges, stipulates and agrees that the owner is a public authority performing an essential public function by means of the Contract. Failure of Contractor to

comply with this Contract may cause general and special or consequential damages to Owner or to officers, agencies, commissions, departments, instrumentalities or other entities of the State of Georgia, which will occupy the completed Work or which provide governmental services or supplies to them. By way of illustration and not limitation, breach or repudiation of the Contract may cause the need to crowd other premises, to extend occupancies of other premises or to occupy unsatisfactory premises. Contractor shall be liable for damages under this Contract not only to Owner but also to, and as third party beneficiaries of its Contract, the State of Georgia, or to any officer, agency, commission, department, instrumentality or entity of the State of Georgia, which is to occupy the Work or which performs a governmental function for the same and whose costs or burden is increased by a breach in the Contract. This Contract contemplates general and special or consequential damages not only to Owner but to such third party beneficiaries (“State beneficiaries”). Liability to third party beneficiaries shall be without regard to whether Owner has breached any duty of its own to third party beneficiaries, and neither Contractor nor its surety shall have any right of subrogation against Owner or the State or other third party beneficiaries.

SGC-09. Hazardous Material. A Hazardous Material is any substance or material identified as of the date of the issuance of the respective purchase Order as hazardous under any governmental law, rule, or regulation, or otherwise subject to governmental requirements concerning handling, disposal, and/or cleanup. Unless otherwise directed in the Detailed Scope of Work applicable to each Work Order, the Contractor shall not be required to perform any Work related to hazardous materials encountered at the Site. The Contractor is fully responsible for any Hazardous Materials brought on the Site by any party, other than the Owner, who has a contractual relationship with the Contractor to perform Work under the Contract Documents. If the Contractor knows of the presence of hazardous materials in any form existing on or delivered to the Site, the Contractor shall immediately notify the Architect and the Owner as to the quantity and nature of the hazardous material.

SGC-10. Material Storage. Should the Owner provide limited storage space in the work area, Contractor assumes full, complete and nondelegable responsibility for the security of the equipment so stored and for determining that the material stored in this area will not overload the floor system. Any damage to the structure as a result of the Contractor overloading the floor shall be repaired by the Contractor at no cost to the Owner.

SGC-11. Inspection of Existing Facilities prior to Commencing Work

- a. The Contractor shall give a notice in writing to the Architect, prior to commencing Work for the purpose of arranging for a joint inspection by (a) the Architect, (b) the Contractor and (c) the authorized representative of the Owner, during the course of which inspection the three parties to the joint inspection shall prepare a schedule identifying and showing the location of any damage to the existing work which is ascertainable by inspection. The schedule shall be prepared in four counterpart originals each of which shall be dated and signed on behalf of each part to the joint inspection. An executed and dated counterpart original shall be filed with: (a) the Architect, (b) the Contractor and (c) the authorized representative of the Owner.
- b. It is agreed that the preparation of the schedule is for the benefit of the Contractor and is intended to enable him to have the protection afforded by a record of such existing damage as is visually ascertainable. The Contractor shall have no responsibility to repair any damage that shall appear on the above-mentioned schedule nor shall he be responsible for repairing any existing damage which was not ascertainable by visual inspection or which was not the result of negligence on his part. Subsequently to the signing of the above-mentioned schedule the Contractor shall be responsible for repairing any damage except as noted.

SGC-12. Notification to Owner when Contractor Visits Site after Final Inspection

- a. When the Contractor's representative visits the job site after the final inspection to perform specific Work such as maintenance service, seasonal balance, or to correct a deficiency, the Contractor shall notify the Owner not less than 48 hours prior to the date on which they will visit the site, except under an emergency condition.
- b. The Contractor shall visit the designated office of the Owner to notify the Owner that the Contractor is on the site prior to visit, thereby enabling the Owner representative to accompany the Contractor, should they so desire while the Contractor is on each project site.
- c. A copy of the notification shall be provided to the Architect with the intent of the site visit. After the Contractor has completed the site visit, he shall give a written report to the Architect within five (5) days of the actions taken and any incomplete Work yet to be performed.

SGC-13. Indoor Air Quality. The building will be in use and occupied during construction. Contractor shall schedule Work and provide temporary ventilation and/or isolation to insure that fumes from welding, other construction tasks, and out-gassing from construction materials do not migrate to occupied areas.

SGC-14. Pre-construction Meeting. After issuance of a Purchase Order, and if requested by the Owner, a Pre-construction meeting shall be held between the Owner, the Contractor and the Architect to review each project and set up the approximate work sequence schedule. . The Contractor shall submit a project safety plan to the Architect for review a minimum of five (5) days prior to the Pre-construction conference. If no Pre-construction meeting is required The Contractor shall submit a project safety plan to the Architect for review a minimum of five (5) days prior to commencement of Work at the Site, Notwithstanding this review, Contractor retains full, complete and total responsibility for all job related safety.

SGC-15. Immigration Reform Compliance. The Contractor hereby certifies its compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq. Contractor certifies that Contractor has registered at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act. Contractor further certifies that it shall execute any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq. Contractor warrants that it has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

SGC-16. Georgia Security and Immigration Compliance Act Affidavit. The Contractor shall complete and return the Georgia Security and Immigration Compliance Act Affidavit, provided as State of Georgia Exhibit F, to the Owner.

STATE OF GEORGIA EXHIBITS

STATE OF GEORGIA - EXHIBIT A
(Specimen, To be provided separately on each Purchase Order)

NON-INFLUENCE AFFIDAVIT

COUNTY OF _____

STATE OF _____

I do solemnly swear on my oath that as to the Purchase Order Number _____ dated ,
_____ 20____,

between _____ and
(NAME OF CONTRACTOR)

the Owner I have no knowledge of the exertion of any influence or the attempted exertion of any influence on the firm on behalf of which this affidavit is made in any way, manner, or form in the purchase of materials, equipment, or other items involved in construction, manufacture, or employment of labor under the aforesaid contract by any employee, officer, or agent of the Owner, or any person connected with the State Government of Georgia in any way whatsoever.

This _____ day of _____, 20_____.

(L.S.)
Signature

Title

Firm

COUNTY OF _____

STATE OF _____

Personally before me, the undersigned authority, appeared _____
(NAME OF PERSON SIGNING THE
AFFIDAVIT)

who is known to me to be an official of the firm of _____ who, after being duly
(NAME OF CONTRACTOR)

sworn, stated on his oath that he had read the above statement and that the same is true and correct.

Notary Public

My Commission expires _____

This _____ day of _____, 20_____.

STATE OF GEORGIA - EXHIBIT B
(Specimen, to be provided separately on each Purchase Order)

STATUTORY AFFIDAVIT

COUNTY OF _____ STATE OF _____

FROM: _____
Contractor

TO: _____
Owner

Re: Purchase Order entered into the ____ day of _____, 20__, between the above-mentioned parties for the construction of Project No. _____ located at _____

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned hereby certifies that all Work required under the above contract has been performed in accordance with the terms thereof, that all materialmen, subcontractors, mechanics, and laborers have been paid and satisfied in full, and that there are no outstanding claims of any character [including disputed claims or any claims to which the Contractor has or will assert any defense] arising out of the performance of the contract which have not been paid and satisfied in full except as listed herein below:

[INSTRUCTIONS- ENTER THE WORD "NONE" OR LIST THE NAMES OF CLAIMANTS AND THE AMOUNT CLAIMED BY EACH]

2. The undersigned further certifies that to the best of his knowledge and belief there are no unsatisfied claims for damages resulting from injury or death to any employees, subcontractors, or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature, or description which might constitute a lien upon the property of the Owner.

3. The undersigned makes this affidavit for the purpose of receiving final payment in full settlement of all claims against the Owner arising under or by virtue of the contract, and acceptance of such payment is acknowledged as a release of the Owner from any and all claims arising under or by virtue of the contract.

This ____ day of _____, 20____.

_____(L.S.)
Signature

Title

Firm

COUNTY OF _____ STATE OF _____

Personally before me, the undersigned authority, appeared _____, who
(NAME OF PERSON SIGNING)
AFFIDAVIT)

is known to me to be an official of the firm of _____ who, after being duly
(NAME OF CONTRACTOR)
sworn, stated on his oath that he had read the above statement and that the same is true and correct.

_____ Notary Public, My commission expires _____

This _____ day of _____, 20__

3. Supplementary to and in addition to the foregoing, whenever the Owner shall notify the Surety that the Owner has notice that the Contractor has failed to pay any subcontractor, materialman, or laborer for labor or materials certified by the Contractor as having been paid for by the Contractor, the Surety shall, within 30 days of receipt of such notice, cause to be paid any unpaid amount for such labor or materials.

4. It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the Work.

5. The Surety agrees that other than as is provided in this bond it may not demand of the Owner that the Owner shall (a) perform any thing or act, (b) give any notice, (c) furnish any clerical assistance, (d) render any service, (e) furnish any papers or documents, or (f) take any other action of any nature or description which is not required of the Owner to be done under the Contract Documents.

6. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

Signed and sealed this _____ day of _____ A. D. 20_____.

IN THE PRESENCE OF:

_____(SEAL)

(Principal)

(Title)

_____(SEAL)

(Surety)

(Title)

**STATE OF GEORGIA - EXHIBIT D
(Specimen)**

PAYMENT BOND

THIS BOND IS EXECUTED TOGETHER WITH ANOTHER BOND IN FAVOR OF THE
OWNER AS OBLIGEE CONDITIONED UPON PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That _____ as
(Legal Title and Address of Contractor)

Principal (hereinafter referred to as "Contractor"), and

_____ as Surety
(Legal title and address of Surety)

(hereinafter referred to as "Surety"), are held and firmly bound unto _____ as obligee
(hereinafter referred to as "Owner"), for the use and benefit of claimants defined, hereinafter, in the amount of
(\$ _____), to which payment Principal and Surety bind themselves, their heirs, executors, (Insert
Contact Price)
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has entered into a contract with Owner dated _____ for Project
No. _____ in accordance with drawings and specifications prepared by
_____ which contract is incorporated herein by reference and made a part hereof, and
is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make
payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the Work
provided for in said Contract, then this obligation shall be void; otherwise it shall remain in full force and effect,
subject, however, to the following conditions:

1. The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes,
extension of time or extensions of time, alterations or addition or additions to the terms of the contract or to the
Work to be performed thereunder, or the specifications or drawings accompanying same shall in any wise affect its
obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or
extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work or to
the specifications or drawings.
2. A claimant is defined as any subcontractor and any person supplying labor, materials, machinery, or equipment
in the prosecution of the Work provided for in said contract.
3. Every person entitled to the protection hereunder and who has not been paid in full for labor or materials
furnished in the prosecution of the Work referred to in said bond before the expiration of a period of ninety days
after the day on which the last of the labor was done or performed by him, or materials or equipment or machinery
was furnished or supplied by him for which such claim is made, or when he has completed his subcontract for which
claim is made, shall have the right to sue on such payment bond for the amount, or the balance thereof, unpaid at the
time of the commencement of such action and to prosecute such action to final execution and judgment for the sum
or sums due him; provided, however, that any person having direct contractual relationship with a subcontractor, but
no contractual relationship express or implied with the contractor furnishing said payment bond, shall have the right
of action upon the said payment bond upon giving written notice to said contractor within ninety days from the day
on which such person did or performed the last of the labor, or furnished the last of the materials or machinery or

equipment for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished or supplied or for whom the labor was performed or done; provided further that nothing contained herein shall limit the right of action to said 90-day period. Notice may be served by depositing a notice, registered mail, postage prepaid, duly addressed to the contractor at any place he maintains an office or conducts his business, or his residence, in any post office or branch post office or any letter box under the control of the Post Office Department, or notice may be served in any manner in which the sheriffs of Georgia are authorized by law to serve summons or process. Every suit instituted under this section shall be brought in the name of the claimant without the Owner being made a party thereto. The official who has the custody of said bond is authorized and directed to furnish, to any person making application therefor who submits an affidavit that he has supplied labor or materials for such Work and payment therefor has not been made, or that he is being sued on any such bond, a copy of such bond and the contract for which it was given, certified by the official who has custody of said bond; this copy shall be primary evidence of said bond and contract and shall be admitted in evidence without further proof. Applicants shall pay for such certified copies and such certified statements such fees as the official fixes to cover the cost of preparation thereof, but in no case shall the fee exceed the fees which the clerks of the superior courts are permitted to charge for similar copies.

4. No action can be instituted on this bond after one year from the date of the final certificate of the architect.

5. Further, this bond shall be considered the same as a bond furnished under Section 13-10-1 *et seq.*, of the Code of Georgia, as amended, and all provisions of law pertaining to bonds furnished under said Section shall pertain hereto.

Signed and sealed this _____ day of _____ A.D. 20_____.

IN THE PRESENCE OF:

_____(SEAL)

(Principal)

(Title)

_____(SEAL)

(Surety)

(Title)

STATE OF GEORGIA - EXHIBIT E

(NOT USED)

STATE OF GEORGIA - EXHIBIT F

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Project No. and Name: GA01-111908-WTI
Indefinite Quantity Construction Agreement

Construction Professional: Weatherproofing Technologies, Inc.

STATE OF GEORGIA; COUNTY OF _____:

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the _____ has registered with and is participating in a federal work authorization program*, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

EEV / E-Verify™ User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 200_

Notary Public

[NOTARY SEAL]

My Commission Expires:

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

STATE OF GEORGIA EXHIBIT G
(Specimen - to be completed by the Owner separately for each Purchase Order)

CONTRACTOR PERFORMANCE EVALUATION QUESTIONNAIRE

FINAL REPORT INTERIM REPORT, _____% COMPLETE

Facility (Owner): _____ Project Number: _____

Project: _____

Description: _____

Contractor: _____
Legal Name and Address

When Organized _____ State Incorporated _____ Type _____
(Corporation., Partnership, Sole Proprietorship)

Federal I.D. No. _____ or S. S. No. _____ Georgia Resident: YES ___ NO ___

The full names of persons interested in the foregoing project as principals are as follows:

(1) _____
Check One: President () Partner () Owner ()

(2) _____
Check One: Vice President () Secretary () Partner ()

Original Contract Amount: \$ _____ Date of Award: _____

CO's _____ Total CO's \$ _____ Original Contract Completion Date: _____

Final Contract Amount \$ _____ Revised Contract Completion Date: _____

Owner Acceptance Date: : _____ Punch List Completion Date _____

Final Payment Date: _____

Contractor's Overall Performance Rating:

4 = Outstanding 2 = Satisfactory 0 = Unsatisfactory

Remarks: (Attach additional sheets or documentation if necessary)

EVALUATED BY:

REVIEWED BY:

Name and Title

Name and Title

Signature

Signature

Date

Date

**STATE OF GEORGIA - EXHIBIT G
PAGE 2**

PERFORMANCE EVALUATION OF CONTRACTOR			
	PERFORMANCE CATEGORY	RATING	REMARKS
1	Project Mobilization		
2	Environmental Protection		
3	Compliance / Submission of Labor Reports		
4	Job Site Safety		
5	Knowledge and Compliance with Applicable Codes		
6	Contract Management		
7	Adherence to Project Schedule		
8	Quality of Superintendence/Supervision		
9	Coordination of Trades/Subcontractors		
10	Submittal Reviews by Contractor		
11	Submittal Timeliness		
12	Subcontractor Management/Scheduling		
13	Mechanical Systems		
14	Electrical Systems		
15	Adherence to Plans/Specifications		
16	Maintenance/Operation Manuals		
17	O&M Equipment Demonstrations		
18	Cooperation with Inspectors		
19	As Built Drawings		
20	Cooperation with Owner/User		
21	Change Orders		
22	Job Site Appearance/Clean-up		
23	Project Status at Punch List Inspection		
24	Completion of Punch List		
25	Punch List Size		
26	Timeliness of Project Completion		
27	Quality of Construction		
28	Submission of Close Out Data		
CODE RATING: 4 = Outstanding 2 = Satisfactory 0 = Unsatisfactory (Explain all outstanding or unsatisfactory ratings)			

**STATE OF GEORGIA EXHIBIT G
PAGE 3**

PERFORMANCE EVALUATION OF CONTRACTOR'S SUB-CONTRACTORS			
SUB-CONTRACTOR (NAME AND WORK PERFORMED)		RATING	REMARKS
A.			
B.			
C.			
D.			
E.			

CODE RATING: 4 = Outstanding 2 = Satisfactory 0 = Unsatisfactory (Explain all outstanding or unsatisfactory ratings)

1. This evaluation of the contractor's performance should be completed upon completion of each project. At the Agency's discretion, a report of the contractor's performance can be done at any time during each project.
2. Copies of all performance evaluations (pages 1, 2 & 3) are to be sent to the Georgia State Financing and Investment Commission, to the attention of the Procurement Division.
3. Interim and Final Unsatisfactory Evaluation Reports will be used to determine whether contractors are responsible bidders on future bids and in possible suspension or debarment proceedings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Modification on the day and year first above written.

By:

National Joint Powers Alliance

Authorized Signature

Print Name

Weatherproofing Technologies Inc.

Authorized Signature

Print Name

Contract Number: GAO1-1119908-WTI (assigned by NJPA)