

**PART 1-SECTION A-INVITATION TO BID**

Sealed proposals from invited general contractors will be received by Museum on Main Owner, in the Board Room of Smith Design Group, Inc., LaGrange, Georgia, until 2:00 p.m., at the time prevailing in LaGrange, Georgia on May 3, 2007 for the Renovation of Museum on Main located at 136 Main Street in LaGrange, Georgia. The Owner and Architect will review bids and notify successful contractor within 7 days.

Drawings and Specifications are open to public inspection at [www.smithdesigngroup.net](http://www.smithdesigngroup.net).

Copies of the Drawings may be obtained from Smith Design Group, 307 Church Street, LaGrange, Georgia, upon receipt of the following amounts:

Plans and Specifications.....	\$250.00
Reduced Drawings Available.....	\$250.00

Upon receipt of all documents in undamaged conditions within thirty (30) days after the date of opening of bids, one-half of the deposit will be refunded.

The difference between the deposit and the amount refunded represents the cost of reproduction. No refund will be made for documents received after thirty (30) days or in damaged condition.

The contract, if awarded, will be on a lump sum basis. No bid may be withdrawn for a period of 45 days after time has been called on the date of the opening. Bids must be accompanied by a Bid Bond in an amount not less than 5% of the total sum. Both a Performance Bond and a Payment Bond will be required in the amount equal to 100% of the contract price. Performance and Payment Bond to be an Additive Alternative.

The project is to be substantially complete with 300 consecutive calendar days.

Criteria for judging completion of the project shall be the sole responsibility of the Architect.

The Owner reserves the right to reject any or all bids and to waive technicalities and informalities.

Anticipated construction start date is June 15, 2007.

MUSEUM ON MAIN

BY: \_\_\_\_\_  
KAYE MINCHEW

SECTION B - PROPOSAL FORM

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

MUSEUM ON MAIN  
136 MAIN STREET  
LAGRANGE, GEORGIA

PROJECT NO. 0648

Gentlemen:

B-01 Having carefully examined the Project Manual entitled, "Museum on Main", located at 136 Main Street in LaGrange, Georgia and the Drawings similarly entitled, and numbered \_\_\_\_\_, and all dated \_\_\_\_\_ and Addendum(a) No.(s) \_\_\_\_\_

as well as the premises and conditions affecting the work, the undersigned proposes to furnish all services, labor, and material called for by them for the entire work in accordance with said document for the TOTAL SUM OF

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

B-02 The undersigned further proposes that, should any of the following alternatives be accepted and be incorporated in the Contract, the TOTAL SUM will be altered in each case as follows:

2.1 Deductive Alternatives: No Items Included.

2.2 Additive Alternatives:

Additive Alternate No. One.

To install revolving door as detailed on the drawings. Base Bid to leave existing doors and install interior air lock.

\$ \_\_\_\_\_.

Additive Alternate No. Two.

To reroof the existing roof as detailed on the drawings. Base Bid to install new HVAC curbs and vent stacks in existing roof.

\$ \_\_\_\_\_.

Additive Alternate No. Three.

To provide all carpet (\$34 S.Y. cash allowance for purchase and delivery) and install all carpet in spaces called for on the interior finish schedule.

\$ \_\_\_\_\_.

B – 1\*

- B-03 For and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked, or withdrawn for a period of forty-five (45 days) from and including the date of the Bid Opening.
- B-04 The undersigned agrees to execute a contract (AIA Document, A101), no later than ten (10) days from and including date of notification of acceptance of this proposal in writing, by mail, telegraph, facsimile transmission, or delivery and at the same time to furnish and deliver to the Owner a Performance Bond and a Labor and Material Payment Bond (AIA Document A312), both in an amount equal to 100% of the Base Bid Sum.
- B-05 The undersigned agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days from and including a date to be specified in a written order of the Owner and be substantially complete within 60 consecutive calendar days with the work in Phase I and substantially complete within 240 consecutive calendar days with the work in Phase II. No extension to the contract time will be given for normal rain and mud days.
- B-06 Enclosed herewith is a Bid Bond (\*) in an amount of \_\_\_\_\_

\_\_\_\_\_

Dollars (\$\_\_\_\_\_ ) being not less than 5% of the BASE BID. The undersigned agrees that the above-stated amount is the proper measure of liquidated damages which the Owner will sustain by failure of the undersigned to execute the Contract and to furnish the Performance Bond and the Labor and Material Payment Bond in case this proposal is accepted and further agrees to the following:

\*Certified or Cashier's Check not acceptable.

- B-07 If this proposal is accepted within forty-five (45) days from and including the date of the Bid Opening and the undersigned fails to execute the Contract within ten (10) days from and including date of notice of such acceptance, or, if he fails to furnish both Performance Bond and Labor and Material Payment Bond (if add alt 14 is accepted), the obligation of the Bid Bond will remain in full force

and effect, and the money payable therefore shall be paid the Owner as liquidated damage for such failure; otherwise the obligation of the Bid Bond will be null and void.

B-08 The owner reserves the right to review subcontractors with apparent low bidder and make changes in subcontractors prior to entering into a contract with reasonable adjustments to the contract amount if the owner's best interests are served.

Respectively submitted,

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

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

The full names and addresses of persons and firms interested in the foregoing bids as principals are as follows:

\_\_\_\_\_

\_\_\_\_\_

The legal name of the Bidder is \_\_\_\_\_

Site Work Subcontractor \_\_\_\_\_

HVAC Subcontractor \_\_\_\_\_

Plumbing Subcontractor \_\_\_\_\_

Electrical Subcontractor: \_\_\_\_\_

Drywall Ceiling Subcontractor: \_\_\_\_\_

Floor Covering Subcontractor \_\_\_\_\_

Fire Protection Subcontractor: \_\_\_\_\_

Millwork Subcontractor: \_\_\_\_\_

## SECTION C - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

- C.1-01 The following Supplementary Instructions, Articles C.1-02 thru C.0-10 inclusively, modify, change, delete from or add to the "Instructions to Bidders", AIA Document A701, 1997 Edition, which is by reference made a part of this project manual.

Upon written request, the Architect will furnish any Bidder with a copy of the "Instructions to Bidder." Where any Article, Paragraph, Subparagraph or Clause of the Instructions to Bidders is modified, change, deleted from or added to, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### C.1-02 ARTICLE 1 DEFINITIONS

1. In the ninth line of Paragraph 1.1 immediately following the word "Specifications" insert, "the Bidder's signed Proposal Form."
2. Add to Paragraph 1.3 the following:  
Post-bid Addenda are written or graphic instruments issued by the Architect after receipt of Bids, but prior to the signing of the Form of Agreement Between the Owner and Contractor, which modify the Bidding Documents and may or may not increase or decrease the Base Bid.
3. Add to Paragraph 1.7 the following:  
Unit prices are net. The term "net" as used in reference to unit prices means that the net prices offered by the Bidder is inclusive of all sums for 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 or injury.

### C.1-03 ARTICLE 2 BIDDER'S REPRESENTATIONS

There are no modifications, changes, deletions from or additions to any Article, Paragraph, Subparagraph or Clause of Article 2 of the Instructions to Bidders.

### C.1-04 ARTICLE 3 BIDDING DOCUMENTS

1. Beginning in the fourth line following the word "therein", of Subparagraph 3.1.1, delete the remainder of this Subparagraph and substitute the following therefor:  
  
Deposits will be refunded fully or in part, as designated in the advertisement or Invitation to Bid.
2. Add to subparagraph 3.3.3 the following:  
The Architect's approval of the substitutions shall not relieve any Contractor of the responsibility for any deviation from the requirements of the Contract Documents, nor shall the Architect's approval relieve the Contractor from responsibility for substitution, that is to say, that should the Architect give approval for a substitution and it be found at anytime that the material or equipment is not equal to that specified or that the information furnished in the request for substitution was not accurate, the Architect may require the Contractor to furnish the specified material or equipment at no additional cost to the Owner.

C.1-05 ARTICLE 4 BIDDING PROCEDURES

Add to Subparagraph 4.1.1. the following: Bids shall be submitted in triplicate.

C.1-06 ARTICLE 5 CONSIDERATIONS OF BIDS

1. Delete Subparagraph 5.3.2 in its entirety and substitute the following therefor:

- 5.3.2 Alternative or Alternative Bids are both deductive and additive and
- a.) No Deductive Alternative or Alternative Bids will be taken unless the base bid exceeds the amount of money budgeted for the project prior to the opening of the bids, and if taken will be taken in numerical sequence to the extent necessary to reduce the cost to A sum which is not in excess of the amount budgeted if possible (Deductive Alternates or Alternatives will not be used to determine the Low Bidder) and
  - b.) No Additive Alternate or Alternative Bids will be taken unless the base bid is less than The amount of money budgeted for the project prior to the opening of the bids, and if taken may be taken in any sequence as the Owner desires in order to increase the cost To a sum which is equal or as close to the amount budgeted as possible. The acceptance of additive Alternates or Alternative Bids will not be used to determine the Low Bidder.

C.1-07 ARTICLE 6 POST-BID INFORMATION

There are no modifications, changes, deletions from or additions to any Article, Paragraph, Subparagraph or Clause of Article 6 of the Instructions to Bidders.

C.1-08 ARTICLE 7 PERFORMANCE AND PAYMENT BOND

Delete Subparagraph 7.1.3 in its entirety and substitute the following therefor:

7.1.3 The bonds shall be written by companies listed in the current issue of "Federal Register" Department of the Treasury as companies having complied with the law and regulations of the Department of the Treasury and that the companies also have a current surety license in the State of Georgia. The cost of furnishing bonds meeting the above requirements shall be included in the Bid.

SECTION D - FORM OF CONTRACT

D-01 FORM TO BE USED

- 1.1 The Agreement for the work will be written on the Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, AIA Document A101, 1997 edition, with modifications.
- 1.2 Upon written request, the Architect will furnish any bidder with a copy of the form of Agreement with modifications. A copy of the modifications is included in Section I of this Project Manual.

END OF SECTION

D - 1\*

## SECTION E.1 - SUPPLEMENTARY GENERAL CONDITIONS

### SUPPLEMENTARY CONDITIONS

The following supplements modify the “General Conditions of the Contract for Construction”, AIA Document A201, Fourteenth Edition, 1997. Where a portion of the “General Conditions” is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

#### E.1-01 ARTICLE I: GENERAL PROVISIONS

- 1.1.1 Delete the second sentence and substitute the following for the second sentence:  
A modification is (1) a written amendment to the Contract signed by both parties or (2) a change order, and (3) a construction change directive.

#### E.1-02 ARTICLE 2: OWNER

- 2.2 Information and Services required of the Owner  
Delete subparagraph 2.2.5 and substitute the following:
- 2.2.5 The Contractor will be furnished free of charge ten (10) copies of drawings and project manuals. Additional sets will be furnished at the cost of reproduction, postage and handling.

#### E.1-03 ARTICLE 3: CONTRACTOR

- 3.4 Labor and Materials  
Add the following subparagraphs 3.4.3 and 3.4.4 to 3.4:
- 3.4.3 After the contract has been executed, the owner and architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).
- 3.4.4 By making requests for substitutions based on subparagraph 3.4.3 above, the Contractor:
- .1 represents that the contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
  - .2 represents that the contractor will provide the same warranty for the substitution that the contractor would for the specified;
  - .3 certifies that the cost data presented is complete and includes all related costs under this contract except the Architect’s redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and
  - .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.
- 3.8 Allowances
- 3.8.2.3 Add the following to the end of Clause 3.8.2.3: “except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specification).”

### Contractors Construction Schedules

Delete this paragraph in its entirety by deleting subparagraph 3.10.1, subparagraph 3.10.2, and subparagraph 3.10.3, and substitute the following: The contractor, within fifteen (15) days of commencing work, shall submit to the owner and architect for their information, the contractor's schedule for completing the work. The contractor's schedule shall be revised no less frequently than monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire project. Each such revision shall be furnished to the owner and the architect.

The contractor shall continuously maintain at the site, for the benefit of the owner and architect, one record copy of this contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the contractor shall maintain at the site for the owner and architect the approved shop drawings, product data, samples and other similar required submittals. Additionally the contractor shall maintain a record of the project by maintaining a daily project record log and shall make these records available to the owner at its requests. Upon final completion of the work, all these record documents shall be delivered to the owner.

### 3.18 Indemnification

Delete this paragraph in its entirety by deleting subparagraph 3.18.1, subparagraph 3.18.2, and subparagraph 3.18.3 and substitute the following: To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the architect, and the architect's consultants from and against liability, claims, damages, losses, and expenses including attorney's fees, arising out of or resulting from performance of the work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified here under.

In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under worker's compensation acts, disability benefits acts or other employee benefits acts.

### E.1-04 ARTICLE 4: ADMINISTRATION OF THE CONTRACT

#### 4.1 Architect

Delete subparagraph 4.1.4

#### 4.2 Architect's Administration of Contract

4.2.8 Delete the words. "may authorize minor changes in the work as provided in paragraph 7.4".

Add the following subparagraph 4.2.14 to paragraph 4.2:

4.2.14 Architect shall have no authority to approve or accept materials or workmanship inferior to or not in conformance with that called for by contract documents.

#### 4.3 Claims and Disputes.

Delete the words “arbitration or” from second and third sentences.

Delete the following subparagraphs:

4.3.3

4.3.4

4.3.5

4.3.7

4.3.8

4.3.8.1

4.3.8.2

and substitute the following:

#### Claims by the Contractor

All contractor claims shall be initiated by written notice and claim to the owner and architect. Such written notice and claim must be furnished within twenty-one days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

Pending final resolution of any claim of the contractor, the contractor shall diligently proceed with performance of this contract and the owner shall continue to make payments to the contractor in accordance with this contract. The resolution of any claim under this paragraph shall be reflected by a change order executed by the owner, the architect, and the contractor.

#### Claims for Additional Costs

If the contractor wishes to make claim for an increase in the contract price, as a condition precedent to any liability of the owner therefore, the contractor shall give the architect written notice of such claim within twenty-one days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the contractor before proceeding to execute any additional or changed work. The failure by the contractor to give such notice and to give such notice prior to executing the work shall constitute a waiver of any claim for additional compensation.

In connection with any claim by the contractor against the owner for compensation in excess of the contract price, any liability of the owner for the contractor’s costs shall be strictly limited to direct costs incurred by the contractor and shall in no event include indirect costs or consequential damages by the contractor. The owner shall not be liable to the contractor for claims of third parties, including subcontractors, unless and until liability of the contractor has been established therefore in a court of competent jurisdiction.

#### Claims for Additional Time

If the contractor is delayed in progressing any task which at the time of delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the owner or someone acting in the owner’s behalf, or by changes ordered in the work, unusual delay in transportation, unusually adverse weather conditions not reasonable anticipatable, fire or any causes beyond the contractor’s control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the contractor to the owner and the architect, for such reasonable time as the architect may determine. Any notice and claim for extension of time by the contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the contractor’s basis for requiring additional time in which to complete the project. In the event the delay to the contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the contractor fails to make such claim as required in this paragraph, any claim for an extension of time shall be waived.

E.1 – 3

In the last sentence, delete the words “subparagraphs 4.3.7 or 4.3.8” and substitute “the supplementary conditions”.

- 4.3 Resolution of Claims and Disputes
- 4.4.4 Delete the words “but subject to arbitration” from the first sentence.
- 4.5 Arbitration  
Delete this paragraph in its entirety.

#### E.1-05 ARTICLE 5: SUBCONTRACTORS

- 5.2 Award of Subcontracts and other Contracts for Portions of the Work
- 5.2.1 Delete the last sentence of subparagraph 5.2.1
- 5.4 Contingent Assignment of Subcontractors

#### E.1-07 ARTICLE 7: CHANGES IN THE WORK

- 7.1 Changes
- 7.1.1 Delete the phrase “or order for a minor change in the work,” from subparagraph 7.1.1
- 7.1.2 Delete the phrase “an order for a minor change in the work may be issued by the Architect alone” from paragraph 7.1.2.
- 7.1.3 Delete the phrase “or order for a minor change in the work” from subparagraph 7.1.3.
- 7.3 Construction Change Directives
- 7.3.6 In the first sentence, delete the words “a reasonable allowance for overhead and profit” and substitute “an allowance for overhead and profit in accordance with clauses 7.3.10.1 through 7.3.10.6 below.”  
Add the following subparagraph 7.3.10 to 7.3:
- 7.3.10 In subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the owner shall be based on the following schedule:
  - .1 For the contractor, the work performed by the contractor’s own forces, 10% of the cost.
  - .2 For the contractor, for work performed by the contractor’s subcontractor, 7.5% of the amount due the subcontractor.
  - .3 For each subcontractor or sub-contractor involved for work performed by that subcontractor’s or subcontractor’s own forces 7.5% of the cost.
  - .4 For each subcontractor, for work performed by the subcontractor’s sub-sub-subcontractor, 7.5% of the amount due the sub-sub-subcontractor.
  - .5 Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.

E.1 – 4

- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$100.00 be approved without such itemization.

#### E.1-08 ARTICLE 8 TIME

##### 8.3 Delays in Extension of Time

- 8.3.1 Delete the phrase, “or by delay authorized by the owner pending arbitration, “from subparagraph 8.3.1 and add at the end of subparagraph 8.3.1 the following: “However, the parties expressly agree that the contractor shall not be entitled to any increase in the Contract Sum or to any damages or any other additional compensation as a consequence of any such delays or disruptions.”

- .8.3.2 Delete the subparagraph 8.3.2

- .8.3.3 Delete the subparagraph 8.3.3

#### E.1-09 ARTICLE 9: PAYMENTS AND COMPLETION

##### 9.3 Applications for Payment

- 9.3.1 Add the following sentence to subparagraph 9.3.1: “The form of application for payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

Add the following clause 9.3.1.3 to subparagraph 9.3.1:

- 9.3.1.3 Until substantial completion, the owner shall pay 90% of the amount due the contractor on account of progress payments.

##### 9.7 Failure of Payment

- 9.7.1 Delete the phrase “...or awarded by arbitration” from the first sentence of subparagraph 9.7.1.

##### 9.8 Substantial Completion

- 9.8.3 Add the following sentences at the end of subparagraph 9.8.3.  
The payment shall be sufficient to increase the total to 100% of the contract sum, less such amounts as the architect shall determine for incomplete work and unsettled claims.

##### 9.10 Final Completion and Final Payment

Add the following subparagraph 9.10.5 to paragraph 9.10:

- 9.10.5 As a prerequisite to final payment, the contractor shall submit the following items to the architect, properly executed:
1. AIA Document G706, “Contractor’s Affidavit of Payment of Debts and Claims.”
  2. AIA Document G706A, “Contractors Affidavit of Release of Lien”, conditional upon receipt of final payment.

E.1 – 5

3. AIA Document G707, "Consent of Surety to Final Payment".
4. Guarantee by contractor and each subcontractor that the work will be free of defects in materials and workmanship for a period of one (1) year, except as otherwise specified. Form of guarantee shall be as included herein.

## E.1-10 ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY

### 10.1 Safety Precautions and Programs

- 10.1.2 Delete the phrase "On which arbitration has not been demanded, or by arbitration under Article 4" from the last sentence.

Add the following subparagraph 10.1.5 to paragraph 10.1

- 10.1.5 The contractor will implement interim life safety measures to compensate for hazard posed by construction. The interim life safety measures will be maintained during the construction period so that life safety is not diminished in any occupied area; furthermore, to maintain a safe environment in the construction and adjacent areas.

Interim life safety measures will be implemented at project construction development and will be continuously enforced through construction completion.

### 10.2 Safety of Persons and Property

Add the following subparagraphs 10.2.4.1 and 10.2.4.2 to paragraph 10.2.4:

- 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary the contractor shall give the owner reasonable advance notice and secure owner's written approval.
- 10.2.4.2 Contractor shall comply with OSHA Hazardous Communication Standard as described in the Code of Federal Regulations 29, part 1910.1200, effective May 23, 1988.

## E.1-11 ARTICLE 11: INSURANCE AND BONDS

### 11.1 Contractor's Liability Insurance

- 11.1.1.1 Delete the semicolon at the end of Clause 11.1.1.1 and add: "including private entities performing work at the site and exempt for the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverages for the duration of the project."

- 11.1.1.2 Delete the semicolon at the end of clause 11.1.1.2 and add: "or persons or entities excluded by statute from the requirements and clause 11.1.1.1 but required by the contract documents to provide the insurance required by that clause."

Add the following clauses 11.1.1.8 and 11.1.1.9 to 11.1.1:

- 11.1.1.8 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

E.1 – 6

1. Premises Operations (including X, C, U, coverages as applicable)
2. Independent Contractor's Protective
3. Products and Completed Operations
4. Personal Injury Liability with Employment Exclusion deleted
5. Contractual, including specified provision for contractor's obligation under paragraph 3.18
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

11.1.1.9 If the general liability coverage are provided by a commercial general liability policy on a claims-made basis, the policy date or retroactive date shall predate the contract, the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

Add the following clause 11.1.2.1 to subparagraph 11.1.2:

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

1. Workers' Compensation:
  - a. State: Statutory
  - b. Applicable Federal (i.e. Longshoremen's): Statutory
  - c. Employer's Liability \$500,000 per accident; \$500,000 Disease Policy Limit; 500,000 Disease each employee
2. Comprehensive or Commercial General Liability (including premises operations, independent contractor's protective, products and completed operations, broad form property damage)
  - a. Bodily Injury  
\$1,000,000 each occurrence  
\$1,000,000 aggregate
  - b. Property Damage  
\$1,000,000 each occurrence  
\$1,000,000 aggregate
  - c. Products and Completed Operations to be maintained for 7 years after final payment.
  - d. Property Damage Liability Insurance shall provide X, C, and U coverage.
  - e. Broad Form Property Damage Coverage shall include completed operations.
3. Contractual Liability:
  - a. Bodily Injury:  
\$1,000,000 each occurrence  
\$1,000,000 aggregate
  - b. Property Damage  
\$1,000,000 each occurrence  
\$1,000,000 aggregate

E.1 – 7

4. Personal Injury with Employment Exclusion deleted:  
\$1,000,000 aggregate
5. Business Auto Liability (including owned, non-owned and hired vehicles):
  - a. Bodily Injury:  
\$1,000,000 each occurrence  
\$1,000,000 aggregate
  - b. Property Damage:  
\$1,000,000 each occurrence
6. If the general liability coverages are provided by a commercial liability policy, the:
  - a. General aggregate shall be not less than \$1,000,000 and it shall apply, in total, to this project only.
  - b. Fire damage limit shall be not less than \$500,000 on any one fire.
  - c. Medical expense limit shall be not less than \$500,000 on any one person.
7. Umbrella Excess Liability:  
\$1,000,000 over primary insurance

11.1.3 Add the following sentence to subparagraph 11.1.3:  
If this insurance is written on the Comprehensive General Liability policy form, the certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a commercial general liability policy form, ACORD form 25S will be acceptable.

#### 11.2 Owner's Liability Insurance

11.2.1 Delete the last two sentences of subparagraph 11.2.1 and substitute the following: "The contractor shall purchase and maintain insurance covering the owner's contingent liability for claims which may arise from operations under the contract."

#### 11.3 Property Insurance

11.3.1 Modify the first sentence of subparagraph 11.3.1 as follows: Delete "Unless otherwise provided, the owner" and substitute "the Contractor".

Add the following sentences:

The form of policy for this coverage shall be completed value. If the owner is damaged by the failure of the contractor to maintain such insurance, then the contractor shall bear all reasonable cost properly attributable thereto.

11.3.1.2 Delete clause 11.3.1.2

11.3.1.3 Delete clause 11.3.1.3

11.3.4 Delete subparagraph 11.3.4

11.3.5 Delete subparagraph 11.3.5  
Delete subparagraph 11.3.6 and substitute the following:

11.3.6 Before an exposure to loss may occur, the contractor shall file with the owner two certified copies of the policy or policies providing this property insurance coverage, each containing those endorsements specifically related to the project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the contractor.

11.3.8 Modify subparagraph 11.3.8 by substituting “Contractor” for “Owner” as fiduciary; except that the first reference to “Owner” in the first sentence, the word “this” should be substituted for “Owner’s”.

11.3.9 Modify subparagraph 11.3.9 by substituting “Contractor” for “Owner” each time the latter word appears.

Delete the phrase “, or in accordance with an arbitration award in which case the procedure shall be as provided in paragraph 4.5” from the third sentence.

11.3.10 Modify subparagraph 11.3.10 by substituting “Contractor” for “Owner” each time the latter word appears.

Delete the following text: “; if such objection be made, arbitrators shall be chosen...arbitrators will direct such distribution.”

#### 11.4 Performance Bond and Payment Bond

Delete subparagraph 11.4.1 and substitute the following:

11.4.1 The contractor shall furnish bonds covering faithful performance of the contract and payment of obligations arising there under. Bonds may be obtained through the contractor’s usual source and the cost there of shall be included in the contract sum. The amount of each bond shall be equal to 100% of the contract sum.

11.4.1.1 The contractor shall deliver the required bonds to the owner not later than 3 days following the date the agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the contractor shall, prior to the commencement of the work, submit evidence satisfactory to the owner that such bonds will be furnished.

11.4.1.2 The contractor shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

#### E.1-13 ARTICLE 13: MISCELLANEOUS PROVISIONS

##### 13.5 Test and Inspections

13.5.1 Modify the last sentence of subparagraph 13.5.1 by deleting the word “Owner” and substituting “Contractor” in its place.

Add the following paragraph 13.8 to Article 13:

##### 13.8 Equal Opportunity

13.8.1 The contractor shall maintain policies of employment as follows:

13.8.1.1 The contractor and contractor’s subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, age, veteran’s status, or handicapped (when otherwise qualified). The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, sex, national origin, age, veteran’s status, or handicap (when otherwise qualified). Such action shall include but no be limited to the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

13.8.1.2 The contractor and the contractor's subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state consideration for employment without regard to race, religion, sex, national origin, age, veteran's status or handicap (when otherwise qualified).

### 13.9 CODES

#### 13.9.1 INTERNATIONAL BUILDING CODE

The 2006 Edition of the International Building Code with all amendments including State of Georgia amendments as of date of opening of bids shall govern the construction of this project and is adopted and incorporated into the Contract Documents and is 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 International Building Code, and provided also; that there shall be no variances from the plans and specifications except to the extent that the said variances shall be necessary in order to comply with the International Building Code. It shall be the responsibility of the contractor to familiarize himself or herself with the requirements of the International Building Code. If there are any expressed requirements in the plans and/or specifications which are at variance to the International Building Code, all changes in the work, necessary to eliminate the said requirements and make the work conform to the International Building Code shall be adjusted as provided in the contract for changes in the work.

#### 13.8.2 INTERNATIONAL PLUMBING CODE

The 2006 Edition of the International Plumbing Code with all amendments and State of Georgia Amendments as of date of opening of bids shall govern the installation of all work and is adopted and incorporated into the Contract Documents and is 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 International Plumbing Code, and provided also; that there shall be no variances from the plans and specifications except to the extent that the said variances shall be necessary in order to comply with the International Plumbing Code. It shall be the responsibility of the contractor to familiarize himself or herself with the requirements of the International Plumbing Code. If there are any expressed requirements in the plans and/or specifications which are at variance to the International Plumbing Code, all changes in the work, necessary to eliminate the said requirements and make the work conform to the International Plumbing Code shall be adjusted as provided in the contract for changes in the work.

#### 13.8.3 INTERNATIONAL FUEL GAS CODE

The 2006 Edition of the International Fuel Gas Code with all amendments and State of Georgia Amendments as of date of opening of bids shall govern the construction of this project and is adopted and incorporated into the Contract Documents and is 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 International Fuel Gas Code, and provided also; that there shall be no variances from the plans and specifications except to the extent that the said variances shall be necessary in order to comply with the International Fuel Gas Code. It shall be the responsibility of the contractor to familiarize himself or herself with the requirements of the International Fuel Gas Code. If there are any expressed requirements in the plans and/or specifications which are at variance to the International Fuel Gas Code, all changes in the work, necessary to eliminate the said requirements and make the work conform to the Standard Fuel Gas Code shall be adjusted as provided in the contract for changes in the work.

#### 13.8.4 NATIONAL ELECTRICAL CODE

The 2005 Edition of the National Electrical Code with all amendments as of date of opening of bids shall govern the construction of this project and is adopted and incorporated into the Contract Documents and is 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 National Electrical Code, and provided also; that there shall be no variances from the plans and specifications except to the extent that the said variances shall be necessary in order to comply with the National Electrical Code. It shall be the responsibility of the contractor to familiarize himself or herself with the requirements of the National Electrical Code. If there are any expressed requirements in the plans and/or specifications which are at variance to the National Electrical Code, all changes in the work, necessary to eliminate the said requirements and make the work conform to the National Electrical Code shall be adjusted as provided in the contract for changes in the work.

#### 13.8.5 LIFE SAFETY CODE

The 1997 Edition of the Life Safety Code, NFPA 101 shall govern the construction of this project and is adopted and incorporated into the Contract Documents and is 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 workmanship, or quality of construction which is equal to or in excess of the quality required by the Life Safety Code, and provided also; that there shall be no variances from the plans and specifications except to the extent that the said variances shall be necessary in order to comply with the Life Safety Code. It shall be the responsibility of the contractor to familiarize himself or herself with the requirements of the Life Safety Code. If there are any expressed requirements in the plans and/or specifications which are at variance to the Life Safety Code, all changes in the work, necessary to eliminate the said requirements and make the work conform to the Life Safety Code shall be adjusted as provided in the contract for changes in the work.

#### 13.8.6 INTERNATIONAL MECHANICAL CODE

The 2006 Edition of the International Mechanical Code with all amendments and State of Georgia Amendments as of date of opening of bids shall govern the construction of this project and is adopted and incorporated into the Contract Documents and is 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 International Mechanical Code, and provided also; that there shall be no variances from the plans and specifications except to the extent that the said variances shall be necessary in order to comply with the International Mechanical Code. It shall be the responsibility of the contractor to familiarize himself or herself with the requirements of the International Mechanical Code. If there are any expressed requirements in the plans and/or specifications which are at variance to the International Mechanical Code, all changes in the work,

necessary to eliminate the said requirements and make the work conform to the International Mechanical Code shall be adjusted as provided in the contract for changes in the work.

#### 13.8.7 AMERICANS WITH DISABILITIES ACT OF 1990

The American With Disabilities Act Of 1990 with all amendments as of the date of the opening of bids shall govern the installation of all work and is adopted and incorporated into the Contract Documents and is 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 Americans With Disabilities Act Of 1990, and provided also; that there shall be no variances from the plans and specifications except to the extent that the said variances shall be necessary in order to comply with the Americans With Disabilities Act Of 1990. It shall be the responsibility of the contractor to familiarize himself or herself with the requirements of the Americans With Disabilities Act Of 1990. If there are any expressed requirements in the plans and/or specifications which are at variance to the American With Disabilities Act Of 1990, all changes in the work, necessary to eliminate the said requirements and make the work conform to the Americans With Disabilities Act Of 1990 shall be adjusted as provided in the contract for changes in the work.

#### E.1-14 ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT

Add the following paragraph 14.4 to Article 14:

##### 14.4 Termination by the Owner for Convenience

14.4.1 The owner may, at any time, terminate the contract for the owner's convenience and without cause.

14.4.2 Upon receipt of written notice from the owner of such termination for the owner's convenience, the contractor shall:

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

14.4.3 In case of such termination for the owner's convenience, the contractor shall be entitled to receive payment from the owner on the same basis provided in subparagraph 14.1.2.

END OF SECTION

E.1 - 12\*

## SECTION F - SPECIAL CONDITIONS

### 1. OWNER'S REPRESENTATIVE

- A. The Owner's Representative shall be Kaye Minchew  
All documentation required by the specifications to be submitted to the "Owner" shall be submitted to the Architect for transmittal to the Owner.
- B. All instructions and requests for changes from the Owner to the contractor will be issued through the "Architect" PROVIDED: that the Engineer shall not have the authority to authorize changes in the work which shall mean changes to the contract sum. PROVIDED FURTHER: that the "Engineer" will request and review Contractor's proposal for such changes and will submit recommendations to the owner for issuance for change orders.
- C. Changes in the contract sum shall be authorized in writing solely by the Owner.
- D. Except as provided herein above, the contractor shall disregard any instructions from persons other than "Architect".
- E. Should a situation arise, in conflict with these requirements, the contractor shall notify the "Architect" immediately.
- F. The Contractor shall bear all costs incurred by his failure to follow the instructions contained in paragraphs A, B, C, D, E above.

### 2. UTILITIES: SEE SECTION 01501 - Temporary Facilities and Controls

### 3. STORAGE AREAS

- A. Location: Space for materials storage at the site is limited. Storage of all items shall be at the discretion of the contractor as designated by the Owner. Provide storage trailers as required. At completion of the work, material and debris shall be removed.
- B. Storage: All materials not used at the end of the day shall be returned to the designated storage areas.

### 4. EXISTING CONDITIONS: The Contractor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect his work. No consideration will be given any claim based on lack of knowledge of existing conditions except where the contract documents make definite provisions for adjustment of cost or extension of time due to existing conditions which cannot be readily ascertained.

Existing utilities shall not be interrupted or disturbed in any way without the written approval of the Owner of the utility in question. All liability shall be borne by the Contractor and he or she shall save the Owner and the Architect and their agents and employees harmless from all claims arising out of the unauthorized interruption or disturbance of any existing utility.

All workers shall be expected to exhibit acceptable behavior and dress.

#### A. EXISTING FACILITIES TO BE KEPT IN OPERATION:

Refer to Sheet A1-1 for important information concerning operation of the existing facility during construction.

5. ACTS AND EXECUTIVE ORDERS: The contractor, by signing the contract, acknowledges that he or she is aware of and familiar with the contents and requirements of the following acts and executive orders:
- A. High Voltage Act
  - B. Underground Gas Pipe Law - Georgia law 1969, PP.50-57.
  - C. Williams Steiger Occupational Safety and Health Act of 1970.
  - D. The non-discrimination clause contained in Section 202 Executive Order 11246 as amended by Executive order 11375 relative to Equal Opportunity for all persons without regard to race, color, religion, sex or national origin and the implementing rules and regulations described by the Secretary of Labor are incorporated.
  - E. Public Employee Hazardous Chemical Protection and Right To Know Act: O.C.G.A. Sec. 45.22 (1988 H.B.No.503).3.
  - F. Drug Free Workplace Act - O.C.G.A. Sec.50-24 (1990 H.B.No.9).
  - G. State of Georgia "Call-Before-You-Dig-" Law. Requirements following:
    - 1. Notification must be made to the Utilities Protection Center 1990 Lakeside Parkway, Tucker, Georgia 30084. Telephone No. 800-282-7411 during UPC business days Monday through Friday (excluding holidays), during business hours of 7:00a.m. to 4:00 p.m.
    - 2. The call must be made 72 hours prior to excavation and must include location of excavation, name, address, and phone number of the company or person excavating, type of excavation and start date.
    - 3. If the excavation is not finished in 17 days, additional notice must be given no later than 14 days from the day of the first notification.
    - 4. If blasting is required after notice is given, Contractor must call back to update location request or "ticket".
    - 5. This law applies to all mechanized equipment, from drag lines to pile drives.
    - 6. All electric, gas, telephone, and cable TV utilities in the state are required to be members of the UPC. If underground facilities are cut that belong to a utility that is required to be UPC member, but is not, the Contractor is not liable.
    - 7. Violators can be fined from \$1,000 to \$3,000 plus the cost of replacing or

repairing damaged facilities and any injury to persons or property.

6. **ACCESS TO PREMISES:** Ingress and egress shall be limited to the construction entrance as shown on the drawings to the subject work areas. Any debris dropped or tracked outside of areas in which work is being done, shall be immediately cleaned up.
7. **SUBMITTALS:** The Contractor agrees that submittals of equipment and material and submittals of shop drawings of equipment and materials layouts required from the Contractor under provisions of these specifications and processed by the Architect are not Change Orders and that the purpose of the said submittals by the Contractor is to demonstrate the Contractor understands the design concept of the project by indicating which equipment and materials he or she intends to furnish and install and by detailing the installation he or she intends to achieve.
8. **SHOP DRAWINGS:**
  - A. **General:** The contractor shall check data to ensure compliance with specifications and check and verify field measurements, and shall review, approve and stamp each copy submitted with date and name of person making review before submitting them to the Architect. Six copies of all shop drawings shall be submitted to the Architect, four (4) of which will be returned to the Contractor and one (1) copy to the Owner's Representative. Where additional copies are required by the Contractor, the extra copies shall be furnished accordingly. Sufficient copies for maintenance manuals shall be submitted.
  - B. **Identification:** All submittal data shall be identified to show project name, specification section, drawing or detail number, room number, date, revision date, contractor and subcontractor's name, and the model, style and size of item being submitted. Manufacturer's standard drawings shall be modified by deletions or additions to show clearly only items applicable to this project.
  - C. **Review.**
    1. The Contractor agrees that submittals of equipment and material and shop drawings of equipment and material layouts required under provisions of these specifications and processed by the Architect are not Change Orders. The purpose of submittals is to demonstrate that the Contractor understands the design concept of the project by indicating the equipment and materials he or she intends to furnish and install, and by detailing the installation he or she intends to achieve.
    2. The Contractor shall conform to the requirements of the Contract Documents unless a change order or a specific letter of clarification is issued. The Contractor shall identify on each submittal and in letter form to the Architect any and all deviations from the contract documents.
    3. Any submittal or shop drawings not conforming to the contract documents without this identification and notification shall be assumed to be marked "Revise and Resubmit", and the contractor shall promptly re-submit said submittal so as to be in full compliance with the contract documents.
    4. Failure of the Contractor to provide this information during the shop drawings phase shall make the Contractor responsible for all changes to achieve compliance with the contract documents.
9. **SCHEDULING AND PHASING OF WORK:** After award of contract, a pre-

construction meeting shall be held at the site between the Owner's representative, representative of the Contractor, and representatives of the Architect to review the project and set up the approximate work schedule. With ten (10) days of this meeting, the Contractor shall submit five (5) typed copies of the work sequence schedule, showing proposed dates of beginning completion milestones and completing work, to the Architect for approval. A CPM schedule will also be required, subject to Architect's approval. All new construction work must be substantial complete and owner occupied prior to beginning work on renovation phases of the existing building. All new construction and renovations must be substantially completed within 300 consecutive calendar days. Refer to Sheet A1-1 of the drawings for additional information on phasing of this Project.

#### 10. VANDALISM

The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time and in particular at night and on the weekends.

#### 11. PROGRESS REPORTS:

- A. Prior to submitting the first periodical estimate, the contractor shall have furnished to the Owner and the Architect, a construction progress schedule that outlines each phase of work. The Contractor shall adhere to the schedule and update it prior to each subsequent request for payment. Failure to adhere to the schedule shall be admittance on the part of the Contractor that he or she is behind schedule and corrective steps, at no cost to the Owner, must be taken to bring the job back on schedule.
- B. Cost Breakdown: Contractor shall furnish a complete cost breakdown for all materials installed and for each phase of the work. The cost of breakdown will be furnished prior to the first request for payment. This cost breakdown will reflect the Project Schedule and illustrate the estimated monthly Request for Payment.

#### 12. COMMUNICATIONS.

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing. Requests for clarifications and instruction concerning the drawings or specifications shall be submitted to the Architect by mail or facsimile transmission on the Request For Information form in Sect. I. Only written and signed instructions will be considered binding and a part of the Construction Documents.
- B. Any notice to demand, request instruction to, proposal to, or claim upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated in Owner-Contractor Agreement (or at such office as he may designate in writing to the Owner), or deposited in the United States mail in a sealed, postage paid envelope, or if delivered with charges prepaid to any telegraph company or transmission, in each case addressed to said office.
- C. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to:

MUSEUM ON MAIN  
136 MAIN STREET  
LAGRANGE, GEORGIA 30240

ATTENTION: KAYE MINCHEW  
F - 4

and any notice to, demand, request, instruction, approval, proposal, or claim upon the Owner shall be sufficiently given if delivered, or deposited in the United States mail in a sealed, postage paid envelope, or delivered charges prepaid to any telegraph company for transmission to said individual at said address or such other representatives of the Owner may subsequently specify in writing to the Contractor for such purpose.

D. All papers required to be delivered to the Architect shall be delivered to:

SMITH DESIGN GROUP, INC.  
307 CHURCH STREET  
SUITE B  
LaGRANGE, GEORGIA 30240

and any notice to, demand, request, proposal, or claim upon the Architect shall be sufficiently given if delivered, or deposited in the United States mail in a sealed, postage paid envelope, or delivered charges prepaid to any telegraph company for transmission to said Architect at said address.

E. Any notice, demand, request, instruction, approval, proposal, or claim shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

13. LAYING OUT WORK:

The Contractor shall verify all existing conditions and contiguous work and lay out his or her work therefrom, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the laying out of the work.

14. EXISTING PLANTING:

Construct protective tree fencing as described in the construction documents as indicated around tree save area. Storage or parking in the areas is not allowed.

15. SIGNS:

The Contractor shall cause no signs to be displayed at the site unless specifically authorized in writing by the Owner, except however, the Contractor shall furnish, erect and maintain such signs required by safety regulation to safeguard life and property.

16. 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 visiting the site, thereby enabling the Owner representative to accompany the Contractor, should they so desire while the Contractor is on the project site.

F - 5

- C. An exact 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, the Contractor shall give a written report of the action taken and any incomplete work yet to be performed to the Architect within five (5) days.

17. FIRE MARSHAL DRAWINGS:

- A. The Architect will deliver to the Contractor the set of drawings approved by the Fire Marshal. The Contractor shall maintain custody of these documents in a clean, unmarked condition at the job site for ready reference by the Fire Marshal during job visits.
- B. This set of documents shall be returned to the Architect with the Final Request for Payment and the Certificate of Occupancy by the Fire Marshal or receipt for same.
- C. The Contractor is subject to a fine of \$1500 by the State Fire Marshal if a Fire Marshal representative visits the job site and the Fire Marshal approved plans and specifications are not available.

18. ALL GLASS - FIBER PRODUCTS, INCLUDING INSULATION

All Glass-Fiber products, including insulation are to carry carcinogen warning labels as required by the Department of Labor.

19. HAZARDOUS MATERIALS:

- A. A/E's Responsibility: Plans and specification have been prepared by the A/E for the Owner without the A/E having conducted investigation as to the presence of asbestos or hazardous waste on the project. Not being a part of this contract, the A/E has not charged any fees and has not and will not advise the Owner with regard to the detection and/or removal of asbestos or hazardous waste. the Owner is aware that asbestos or hazardous waste could be present and will make all decisions with regard to its removal. The removal of all hazardous materials and encapsulation of remaining surfaces is the sole responsibility of the Owner.
- B. Friable Materials: If the Contractor observes the existence of friable materials which must be disturbed during the course of his work, Contractor shall promptly notify Owner and Architect. Owner shall make all arrangements regarding testing and removal or encapsulation of asbestos materials if present. The Contractor shall not perform any work pertinent to the friable material prior to receipt of special instructions from the Owner through the Architect. "Friable Material" is any material which can be crumbled, pulverized or reduced to a powder by hand pressure when dry.

20. ASBESTOS (ACBM):

- A. Specifications written for equipment and materials in the specifications are intended to eliminate any asbestos containing substance. The Contractor and his suppliers are hereby notified that **NO ASBESTOS CONTAINING PRODUCT IS PERMITTED**. If a product is listed in these specifications which contain asbestos, the Contractor and his or her supplier shall so inform the A/E immediately and shall not deliver such product to the project site until additional written instructions are received.

- B. Upon completion of construction, and prior to final inspection, the Contractor(s) for work performed under this division of the specifications shall be required to provide a certificate to the A/E in the following form.

CERTIFICATION FOR ASBESTOS CONTAINMENT

I / we \_\_\_\_\_  
(Sub-contractor)  
certify that there is no asbestos contained in materials provided and/or installed by us in

\_\_\_\_\_  
(Project / Building)

WITNESS: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Notary Public) CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

21. NOTIFICATION OF JOB SITE OBSERVATIONS

Recommended observations by Mechanical / Electrical Engineers at the following stages of construction for a Mechanical / Electrical design project. General contractor to notify Architect 48 hours prior to each of the following:

A. Plumbing:

1. First major portion of underfloor piping before being covered.
2. Roughing of water, waste and vent piping for first major toilet battery.
3. All overhead piping upon completion of pipe insulation and prior to insulation of ceiling.

B. Air Conditioning:

1. First major portion of ductwork prior to being insulated.
2. First major portion of piping prior to being insulated.
3. All overhead ductwork and piping upon completion of insulation but prior to installation of ceiling.

C. Electrical:

1. Substantially completed conduit system prior to wire pulling.
2. Completion of major wire pulling and energizing of distribution panels.
3. Substantially completed installation of lighting fixtures prior to installation of ceiling.

D. Fire Protection: All overhead piping prior to installation of ceiling.

E. All Systems:

1. Upon written notification of the contractor that the installation is 100% complete.
2. A second inspection to insure that all items noted at final inspections have been corrected.

END OF SECTION

F - 7\*

## SECTION G - STATEMENT OF WORK

### G-01 WORK TO BE DONE

The work covered by this contract consists of furnishing all plant, labor, equipment, and materials and performing all operations required to accomplish all the work required by the Project Manual entitled, "Museum on Main ", located in LaGrange, Georgia, and the Drawings similarly entitled, all dated 02 APRIL 2007 in strict accordance therewith and subject to the terms and conditions of the Contract.

### G-02 DESCRIPTION AND LOCATION OF SITE:

1. The site of this work is located at 136 Main Street, LaGrange, Georgia.
2. Verify with Owner exact location of storage trailer and equipment. Six foot high chain link fence is required around entire construction area.
3. The general contractor is to replace any damaged grass due to construction with permanent grass sod to match existing.

### G-03 ACCESS TO PROPERTY:

Access to the property is to be from Broome Street only. The public alley on the West side may be used on limited basis only. The alley on the North side of the building maybe used for equipment storage.

END OF SECTION

G - 1\*

## SECTION H - PROJECT CLOSE-OUT

### H-01 GENERAL:

In order to insure an orderly and efficient transfer of the project to the Owner, prepare, assemble and transmit to the Architect the closing documents hereinafter described.

### H-02 TIME OF TRANSMITTAL:

After receiving the Certificate of Substantial Completion and in no case, not later than the date of the Contractor's request for Final Inspection, the Contractor shall transmit to the Architect the closing documents. Final inspection will not take place until all required closing documents have been received by the Architect.

### H-03 NUMBER OF COPIES:

Unless specifically noted otherwise hereinafter, three copies of all closing documents shall be submitted.

### H-04 IDENTIFICATION:

All bound documents shall be identified by the use of an embossed plastic tape on the front cover, showing the project name and number, the nature of the information contained in the document (i.e. A/C Maintenance Manual for Roof Mounted Units, A/C1, A/C2, etc.), name of General Contractor and name of Subcontractor who made the installation.

### H-05 REQUIRED PRIOR TO FINAL PAYMENTS

1. "Fire Marshal" Approved Set of Architectural Plans - **One Set**
2. Fire Sprinkler Plans as approved by GA State Fire Marshall & City of LaGrange Fire Marshall - **One Set**
3. "As-Built Plans" - **One Set**
4. "As-Built Specifications" with addenda & Change Orders - **One Set**
5. Fire Sprinkler As-Built Drawings - - **Three Copies**
6. Electrical As-Built Drawings - **One Set**
7. List of Subcontractors and Suppliers - **Three Copies**
8. Warranty by General Contractor - **Three Copies**
9. Contractor's Affidavit of Payment of Debts and Claims - **Three Copies**
10. Contractor's Affidavit of Release of Liens - **Three Copies**
11. Statutory Affidavit - **Three Copies**
12. Non-Influence Affidavit - **Three Copies**
13. Millwork Warranty - **Three Copies**

14. Sealants Five Year Warranty - **Three Copies**
15. Roof System Warranty - **Three Copies**
16. Receipt of Keys - **Three Copies**
17. Metal Stud/Drywall/Acoustical Ceilings/Insulation Warranty Three Copies
18. Painting Warranty -**Three Copies**
19. Wood Gym Floor - **Three Binders**
20. Kitchen Equipment – Binder of Warranties and Operation & Maintenance Manual - **One Copies**
21. Stage Curtain Warranties and Operation & Maintenance Manual - **Four Copies**
22. Pews – Warranties and Maintenance Data - **Three Binders**
23. HVAC – Test and Balance Reports - **Three Copies**
24. Plumbing – Warranty - **Three Copies**
25. Fire Sprinkler – Warranty - **Three Copies**
26. Fire Sprinkler – Backflow Test Reports - **Three Copies**
27. Electrical Warranty - **Three Copies**

H-06 REQUIRED CLOSING DOCUMENTS:

- 5.1 Warranty by General Contractor: Sample form is included in Section I of this project manual.
- 5.2 Statutory Affidavit by General Contractor: Sample form is included in Section I of this project manual.
- 5.3 Non-influence Affidavit by General Contractor: Sample form is included in Section I of this project manual.
- 5.4 Inspection Reports: The Contractor shall contact each of the agencies to set up inspections. The Contractor shall secure and submit to the Owner, a Certification from the local Governmental Agency or Agencies that the construction has been inspected as required by laws or ordinances and that the building (buildings) is (are) acceptable to the following authorities:
  - a. Local Building Inspector (where applicable)
  - b. Local Plumbing Inspector (where applicable)
  - c. Local Electrical Inspector (where applicable)
  - d. Local Fire Marshal w / occupancy permit
  - e. State Elevator Inspector (where applicable)
  - f. State Health Department (where applicable)

H – 2

g. State Fire Marshal w / occupancy permit.

5.5 Project Record Documents: (one copy)

Contractor's attention is called to Section 01502 of this project manual for a complete description of the required documents.

5.6 Maintenance and Operation Manuals & Parts List:

Contractor's attention is called to the fact that various sections of this project manual require that maintenance manuals, operation manuals and parts list are to be furnished.

5.7 Warranties for Items Beyond One Year Limit:

The following items generally require a warranty in excess of the normal "one year" guarantee and are so described in various sections of this project manual; this list is not necessary all inclusive and should any warranties called for in a section of this project manual be omitted from the following list, the section requirement shall govern:

- a. Hot water heaters
- b. Electric water coolers
- c. Residential appliances (omitted)
- d. Commercial appliances
- e. Air conditioning compressors

5.8 Extra Stock:

The following "extra stock" is required as described in various sections of this project manual.

- a. Ceramic tile (each type, size and color)
- b. Ceiling tile (each type, size and color)
- c. Resilient tile flooring (each type, size and color)
- d. Resilient base (each type, size and color)

H-07 CHECK - OFF LIST:

**General Contractor is to submit all close-out documents in bound and permanently labeled 3-ring notebooks and as-built drawings together at one time prior to Architect's approval of release of any retainage. Please see Section H-05 "Required for Final Payment" for check off list. Additional items may be required due to job specific requirements.**

END OF SECTION

# PROJECT MANUAL

Museum on Main Project No.0648  
136 Main Street  
LaGrange, Georgia

TABLE OF CONTENTS

Pages 1 thru 3

## PART 1 GENERAL REQUIREMENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGES</u>
A	Invitation to Bid	A-1 only
B	Proposal Form	B-1 thru B-4
C.1	Supplementary Instructions to Bidders	C.1-1 thru C.1-2
D	Form of Contract	D-1 only
E.1	Supplementary General Conditions	E.1-1 thru E.1-12
F	Special Conditions	F-1 thru F-7
G	Statement of Work	G-1 only
H	Project Close-Out	H-1 thru H-3
I	Sample Forms	I-1 thru I-10

## PART 2 TECHNICAL SPECIFICATIONS

<u>DIVISION / SECTION</u>	<u>TITLE</u>	<u>PAGES</u>
<b>1</b>	<b>GENERAL REQUIREMENT</b>	
01021	Cash Allowances	01021-1 thru 01021-2
01101	Alternates / Approved Manufacturers	01101-1 thru 01101-5
01301	Advanced Submittals	01301-1 thru 01301-4
01501	Temporary Facilities & Controls	01501-1 thru 01501-3
01502	Project Record Documents	01502-1 thru 01502-2
<b>2</b>	<b>SITE WORK</b>	
02110	Demolition	02110-1 thru 02110-2
02201	Excavating, Filling, & Grading	02201-1 thru 02201-9
02241	Sediment & Erosion Control	02241-1 thru 02241-4
02251	Termite Control	02251-1 thru 02251-3
02489	Topsoil and Revegetation	02489-1 thru 02489-2
02620	Concrete Curbs, Paving & Flumes	02620-1 thru 02620-3
02631	Concrete Walks, Steps, Ramps, Landings & Pads	02631-1 thru 02631-3
02710	Chain Link Fences and Gates	02710-1 thru 02710-2
02721	Exterior Signs	02721-1 thru 02721-2
<b>3</b>	<b>CONCRETE</b>	
03101	Concrete Formwork	03101-1 thru 03101-2

<hr/>		
<b>5</b>	<b>METALS</b>	
<hr/>		
05501	Metal Fabrications	05501-1 thru 05501-4
05521	Pipe & Tube Handrails & Railings	05521-1 thru 05521-3
<hr/>		
<b>6</b>	<b>WOOD AND PLASTICS</b>	
<hr/>		
06101	Rough Carpentry	06101-1 thru 06101-5
06221	Finish Carpentry & Millwork	06221-1 thru 06221-4
06410	Cabinet Work	06410-1 thru 06410-4
06411	Counter & Shelves	06411-1 thru 06411-4
<hr/>		
<b>7</b>	<b>THERMAL AND MOISTURE PROTECTION</b>	
<hr/>		
07111	Under Slab Membrane Waterproofing	07111-1 thru 07111-3
07210	Building Insulation	07210-1 thru 07210-2
07535	Reinforced Flexible Sheet Roofing System	07535-1 thru 07535-4
07701	Flexible Flashing	07701-1 thru 07701-2
07900	Sealants	07900-1 thru 07900-4
<hr/>		
<b>8</b>	<b>DOORS AND WINDOWS</b>	
<hr/>		
08112	Hollow Metal Frames	08112-1 thru 08112-4
08113	Hollow Metal Doors	08113-1 thru 08113-4
08202	Solid Core Flush Wood Doors	08202-1 thru 08202-3
08305	Access Panels	08305-1 thru 08305-2
08711	Finish Hardware	08711-1 thru 08711-4
08800	Glass & Glazing	08800-1 thru 08800-3
<hr/>		
<b>9</b>	<b>FINISHES</b>	
<hr/>		
09260	Gypsum Wallboard Systems	09260-1 thru 09260-6
09310	Ceramic Tile	09310-1 thru 09310-4
09342	Marble Threshold	09342-1 thru 09342-2
09510	Acoustical Tile Ceilings	09510-1 thru 09510-3
09660	Resilient Tile Flooring	09660-1 thru 09660-4
09661	Resilient Base	09661-1 thru 09661-3
09662	Resilient Treads & Stringers	09662-1 thru 09662-3
09680	Floor Carpeting	09680-1 thru 09680-4
09900	Painting	09900-1 thru 09900-10
09999	Color Schedule	09999-1 thru 09999-2
<hr/>		
<b>10</b>	<b>SPECIALTIES</b>	
<hr/>		
10001	Fire Extinguishers & Cabinets	10001-1 thru 10001-3
10260	Wall and Corner Guards	10260-1 thru 10260-3
10800	Rest Room, Shower Room & Locker Room Accessori	10800-1 thru 10800-4

<b>11</b>	<b>EQUIPMENT</b>	
<b>12</b>	<b>FURNISHINGS</b>	
<b>13</b>	<b>SPECIAL CONSTRUCTION</b>	
<b>14</b>	<b>CONVEYING SYSTEMS</b>	
<b>15</b>	<b>MECHANICAL</b>	See Drawings for Specifications.
<b>16</b>	<b>ELECTRICAL</b>	See Drawings for Specifications.

Table of Contents - 3

Table of Contents - 3\*

## SECTION I - SAMPLE FORMS

### I-01 GENERAL

The Bidding Documents make reference to various forms that are required to be executed as a part of work of the project.

### I-02 FORMS

1. The specimen forms are included hereinafter for the bidders information only:
  - a. Statutory Affidavit
  - b. Warranty by General Contractor
  - c. Non-Influence Affidavit
  - d. Certificate of Final Completion
  - e. Change Order Form
  - f. Modification to Standard Form of Agreement
  - g. Progress Schedule (example) (not included)
  - \* h. Certificate of the Contractor of his duly authorized representative, DE Form 0263, revised Jan. 1990 (not included)
  - \* i. Summary of Materials Stored, DE Form 0264 (not included)
  - \* j. Schedule of Change Orders, DE Form 0265 (not included)
  - k. Request For Information
  - l. Subcontractor / Vendor Directory
  - \* Indicates that these forms are to be used with Application and Certificate for Payment, AIA Document G702 (See also Article 1-02, .2, e and f of this section).
  
2. The following documents are not bound herein, however upon written request, the Architect will furnish any Bidder a copy of any of the documents listed:
  - a. Bid Bond, AIA Document A310.
  
  - b. Standard Form of Agreement between Owner and Contractor where the Basis of Payment is a Stipulated Sum, AIA Document A101.
  
  - c. Performance Bond and Payment, AIA Document A312.
  
  - d. Certificate of Insurance, AIA Document G705
  
  - e. Application and Certificate for Payment, AIA Document G702.
  
  - f. Continuation Sheet, AIA Document G703.
  
  - g. Certification of Substantial Completion, AIA Document G704.
  
  - h. Contractor's Affidavit of Release of Lien's, AIA Document G706.
  
  - i. Consent of Surety to Final Payment. AIA Document G707.

STATUTORY AFFIDAVIT

specimen a.

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

FROM \_\_\_\_\_  
(contractor)

To: (insert name of Owner), Owner

RE: Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2000, between  
the above-mentioned parties for the construction of a \_\_\_\_\_  
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,
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 \_\_\_\_\_, 2007

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

Personally before me, the undersigned authority, appeared \_\_\_\_\_,  
who is known to me to be an official of the firm of \_\_\_\_\_, who, after being duly  
sworn, stated on his or her oath that he or she had read the above statement and that the same is true and correct.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**MODIFICATION to STANDARD FORM  
OF AGREEMENT BETWEEN OWNER AND  
CONTRACTOR where the basis of  
payment is a STIPULATED SUM -  
1997 Edition AIA Document A101**

The following Modifications change, modify, delete from or add to the "Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum", 1997 Edition, AIA Document A101, hereinafter referred to as the "Agreement". Where any Article, Paragraph, Subparagraph or Clause of the "Agreement" is changed, modified, deleted from or added to, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

**ARTICLE 5 PROGRESS PAYMENTS**

Articles 5.1 through 5.8 inclusive, are deleted in their entirety and the following substituted therefor:

- 5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect to the Owner, the Owner shall make progress payments on account of the Contract as follows:
- .1 On or about the 15th day of each month 90 percent of the value, based on the contract prices, of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the 1st day of that month, as estimated by the Architect, less the aggregate of previous payments, until one-half of the Contract Sum is due. If the work is
    - (a) on or ahead of the construction schedule; and
    - (b) there are no breaches of Orders of Rejections; and
    - (c) there is no delinquency in the filing of the final breakdown and accounting, together with appropriate supporting data on the work performed under Subparagraph 7.3.6 of the General Conditions when one-half of the Contract Sum is due no further retainage will be withheld by the Owner from payments to the Contractor unless
      - Event (a) The percentage of the work complete falls behind the percentage required by the construction schedule by as much as 15 percent; or
      - Event (b) The Contractor breaches an Order of Rejection; or unless
      - Event (c) The Contractor becomes delinquent in regard to filing the final breakdown and accounting together with appropriate supporting data, on work performed under Subparagraph 7.3.6 of the General Conditions,
 in which event or events the Owner shall reinstate the 10 percent retainage on all progress payments due to be paid while one or more of the events continues to exist. The Contractor will be given written notice of the reinstatement of the retainage. If the Contractor
      - (a) Recovers all lost time and puts the work back on schedule; and
      - (b) Remedies all breaches of Orders of Rejections; and
      - (c) Supplies a proper breakdown and accounting on work performed under Subparagraph 7.3.6 of the General Conditions

The sums withheld while either or all of the events existed will be converted to a additional lump sum and held by the Owner until final completion, and no further retainage will be withheld unless

- (1) Event (a) recurs, or
- (2) Event (b) recurs, or
- (3) Event (c) recurs

In which event or events the Owner shall reinstate the 10 percent retainage on all subsequent payments to the Contractor. At the discretion of the Owner, the retainage of each Subcontractor may be released separately as he or she completes his or her work. An application for release of a Subcontractor's retainage shall bear the certificates of the Subcontractor, the Contractor and the Architect that the Subcontractor's work has been fully performed and that the sum for which payment is requested is due by the Contractor to the Subcontractor. Checks releasing a Subcontractor's retainage shall be made payable to the Contractor, the Contractor's surety and the Subcontractor and shall be mailed to the Contractor's surety. This article does not create any contractual relationship between the Owner and the Subcontractor or any duty of the Owner to any Subcontractor. All warranties shall run from the date of the final certificate of the Architect unless otherwise expressly provided in the Contract. Payments pursuant to this article shall in no way diminish, change, alter or affect the right of the Owner under Contract Documents.

It has been agreed to as of the \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand.

Owner

Contractor

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Printed Name & Title)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

\_\_\_\_\_  
(Printed Name & Title)

**WARRANTY BY  
GENERAL CONTRACTOR**

specimen b.

---

**PROJECT:**  
(name,address)

**ARCHITECT: Smith Design Group, Inc.**

**TO (Owner)**

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACTOR:  
CONTRACT FOR:**

**DATE OF ISSUANCE:**

**CONTRACT DATE:**

---

\_\_\_\_\_, as General Contractor on the above job do hereby guarantee that all work executed under the Plans and Specifications will be free from defects of materials and/or workmanship for a period of ONE YEAR, beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that all defects occurring within the warranty period shall be replaced or repaired at the Contractor's expense to the Owner.

This guarantee covers all work as shown on the Plans and specified in the Specifications and Contract Documents.

Nothing in the above shall be deemed to imply that this guarantee shall apply to any work which has been abused or neglected by the Owner.

Legal Name of Contractor

\_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

\_\_\_\_\_  
Notary Public

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**NON-INFLUENCE AFFIDAVIT**

specimen c.

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

FROM \_\_\_\_\_

(Contractor)

To: (insert name of owner), Owner

Re: Contract entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2007, between the above-mentioned part  
for the construction of a \_\_\_\_\_  
at \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

I do solemnly swear on my oath that as to the contract dated \_\_\_\_\_, 19\_\_\_\_  
between \_\_\_\_\_ and the \_\_\_\_\_

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

In witness whereof, the undersigned has signed and sealed this instrument

This \_\_\_\_\_ day of \_\_\_\_\_, 2007.

(L.S.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF  
FINAL  
COMPLETION**

Distribution to:

specimen d.

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
FIELD	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

---

PROJECT:  
(name,address)

ARCHITECT:

ARCHITECT'S PROJECT NUMBER:

TO (Owner):

CONTRACTOR:

CONTRACT FOR:

DATE OF ISSUANCE:

CONTRACT DATE:

---

In accordance with the Contract documents and to the best of his or her knowledge, information and belief, on basis of his observations, on-site observation and final observation held on \_\_\_\_\_ the Architect certifies to the Owner that the work has been completed in accordance with the terms and conditions of the Contract Documents; and that the Contractor is entitled to Final Payment as certified by him in Contractor's Application for Payment.

Acceptance of this Certificate of Final Completion by the Owner and the Contractor shall in no way waive or modify the terms and conditions of the Contract Documents.

---

SMITH DESIGN GROUP, INC.

By: \_\_\_\_\_  
Project Architect

APPROVED AND AGREED:

\_\_\_\_\_  
CONTRACTOR

**\*\* CHANGE ORDER \*\***

specimen e.

**SMITH DESIGN GROUP, INC.**

307 Church Street  
LaGrange, GA 30241  
(706) 882-5511  
Fax# (706) 883-7777

DATE: \_\_\_\_\_

CHANGE ORDER: \_\_\_\_\_

JOB NO.: \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

To: (Contractor)

**You are directed to make the following changes in this contract:**

Description	Unit Price	Total

Original Contract sum: \$ \_\_\_\_\_

Net(Addition)(Deduction)of all approved change orders: \$ \_\_\_\_\_

Total Adjusted Contract Price prior to this change order: \$ \_\_\_\_\_ 0.00

This Change Order No. \_\_\_\_\_ (Add)(Deduct): \$ \_\_\_\_\_ 0.00

*Total Current Adjusted Contract Price:* \$ \_\_\_\_\_ 0.00

**Recommended For Owner's Acceptance:**

**Approved And Agreed:**

**SMITH DESIGN GROUP, INC.**

\_\_\_\_\_  
Contractor

# REQUEST FOR INFORMATION

specimen k.

TO:	Smith Design Group, Inc. 307 Church Street, Suite B LaGrange, GA 30240	REQUEST FOR INFORMATION # _____
ATTENTION:		DATE: _____ JOB# _____
PROJECT:		REFERENCE SHEET NO.: _____ DETAIL: _____
		VIA: _____ FAX: _____ MAIL: _____
QUESTION:		
SIGNED: _____ DATE: _____		
ANSWER REQUIRED BY (DATE): _____		
ATTACHMENTS: YES ( ) NO ( ) COPIES TO: _____		
ANSWER:		

<b>SUBCONTRACTOR / VENDOR DIRECTORY</b>		PROJECT: specimen L.		
		DATE:		JOB NO.:
		BY:		PAGE: OF
#	COMPANY NAME ADDRESS	CONTACT NAME PHONE / FAX	DIV. #	WORK DESCRIPTION