



August 10, 2023

**Addendum #2  
RP016-23  
Construction Manager at Risk (CMAR) for the F. Wayne Hill Water Resources Center  
Biosolids Dryer Project**

*The following addition/changes modify RP016-23 Construction Manager at Risk (CMAR) for the F. Wayne Hill Water Resources Center Biosolids Dryer Project, as first advertised on July 19, 2023.*

**I. Clarifications**

- C1. The pre-proposal conference noted on page 1 of 251 of the RP016-23 time is changed as follows:**

A pre-proposal conference is scheduled for ~~10:00 A.M.~~ **1:00 P.M.** on August 31, 2023, at the F. Wayne Hill Water Resources Center, 1500 One Water Way, Buford, GA 30519 – Operations Building, and a brief tour of the plant will follow. All contractors are strongly urged to attend. The site visit is to be utilized by contractors to take pictures, measurement, and visual assessment to submit a proposal.

- C2. The following changes are made on page 23 of 251 of RP016-23, updating incorrect and missing page number in the Table of Contents as follows:**

**EXHIBIT E – RP003-23 Consultant Scope of Services, Page 24**

**ATTACHMENT A – EJCDC CMAR-525 Agreement between Owner and Construction Manager at Risk Exhibits of Agreement, Page 51**

**Exhibit A CMAR Scope of Services, Page ~~5~~ 51**

**Exhibit B Proposal Fee Cost Tables (submitted in a separate sealed envelope), Page 89**

**Exhibit C GEFA Supplemental General Conditions American Iron and Steel Special Conditions, Page 93**

**Exhibit D Insurance Requirements, Page ~~1~~ 120**

**Exhibit E Payment and Performance Bonds, Pages ~~1~~ ~~5~~ 125**

**ATTACHMENT B – FORMS**

- Contractor Affidavit and Agreement, **Page 131**
- Code of Ethics Affidavit, **Page 132**
- References Sheet, **Page 133**
- Firm Information, **Page 135 and Page 145**
- Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – Appendix II to 2cfr Part 200, **Page 136**
- Bid Bond, **Page 1 47**

**ATTACHMENT C – GENERAL CONDITIONS, PAGE 149**

**ATTACHMENT D – SUPPLEMENTAL CONDITIONS, PAGE 230**

**ATTACHMENT E – GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS, PAGE 241**

**C3. On Monday, August 7, 2023, the Gwinnett County Water & Sewerage Authority recommended award of RP003-23, Engineering Design and Support during Preconstruction and Construction of the F. Wayne Hill Water Resources Center Biosolids Dryer Project, to Jacobs Engineering Group, Inc. Final contract award is pending approval by the Gwinnett County Board of Commissioners – anticipated to appear on the September 5, 2023, agenda.**

**C4. The following changes are made:**

**On page 17 of 251 of RP016-23 under Step II Appendix A – Required Forms:**

**DELETE** “2. Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – Appendix II to 2CFR Part 200. This is to be submitted for the Prime Consultant AND any Major Subconsultants. (Form provided in Attachment B)”

**On page 15 of 251 of RP016-23 under Step I Appendix A – Required Forms**

**ADD** “(Form provided in Attachment B) to end of 4. Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards – Appendix II to 2CFR Part 200”.

**On page 15 of 251 of RP016-23 under Step I Appendix A – Required Forms:**

**DELETE** “6. Proposed Bond for Pre-Construction Services.”

**On page 17 of 251 of RP016-23 under Step II Appendix A – Required Forms:**

**ADD** “5. Proposed Bond for Pre-Construction Services.”

**C5. Any reference in the EJCDC Standard General Conditions of the Construction Manager at Risk Contract (Attachment C) to performance and payment bonds will hereby refer to the Gwinnett County Performance and Payment Bonds provided in Exhibit E of Attachment A (pg. 125).**

**C6. The following changes are made:**

**On page 71 of 251 of RP016-23 under 16.01 Contents – A.6:**

**DELETE** “e. Exhibit E, Payment, Performance, and Warranty Bonds.”

**ADD** “e. Exhibit E, Payment and Performance Bonds.”

**On page 236 of 251 of RP016-23 under SC-6.01 Performance, Payment, and Other Bonds:**

**DELETE** “Add the following paragraphs immediately after Paragraph 6.01.C.

1. Required Performance Bond Form—The performance bond that CMAR furnishes will be in the form of EJCDC® C-610, Performance Bond (2018).
2. Required Payment Bond Form—The payment bond that CMAR furnishes will be in the form of EJCDC® C-615, Payment Bond (2018).
3. Required Warranty Bond Form – The warranty bond that CMAR furnishes will be in the form of EJCDC® C-612, Payment Bond (2018).”

**After “Add the following paragraphs immediately after Paragraph 6.01.G:**

**DELETE** “2. After Substantial Completion, CMAR shall furnish a warranty bond issued in the form of EJCDC® C 612, Warranty Bond (2018). The warranty bond must be in a bond amount of 5 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. CMAR shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.”

- C7. Replace pages 230 – 240 of RP016-23 with updated EJCDC Supplementary Conditions of the Construction Manager at Risk Contract (attached).**
- C8. Construction Manager at Risk shall provide Field Offices, Equipment and Services as detailed in attached Specification 01 52 13.**

**II. Questions and Answers:**

- Q1. Page 1 of RP016-23 included dates associated with Step I and Step II that do not align with dates listed in the table on Page 19. Please clarify which dates shall govern.**
  - A1. Step I Submittals due August 17, 2023, Questions for Step I due August 10, 2023, Step II Submittals due September 14, 2023, and Pre-Proposal Conference is August 31, 2023.
- Q2. Please advise if 11" x 17" pages can be incorporated into the proposal for certain figures, charts and exhibits that may require additional page space.**
  - A2. Yes.
- Q3. Please confirm if it is acceptable to use 11" x 17" paper on a limited basis to present graphical information.**
  - A3. See A2.
- Q4. See page 15 of the RFP, Step I Appendix A – Required Forms (forms to be provided in Attachment B). The Attachment B Step I Forms do not include a proposal bond form. Please confirm if a proposal bond is required with the Step I response? If required, please confirm the amount.**
  - A4. See C4. A bid bond will not be required in Step I, only in Step II.
- Q5. See Attachment B Step II Forms Bonding and Contract Requirements, please provide the samples of increase riders that are specified to be used for the Performance and Payment Bonds.**
  - A5. Gwinnett County does not have a specific bond rider form as this is provided by the Surety company. Please note that new bonds or bond riders will be acceptable.
- Q6. Draft Agreement between Owner and CMAR, Article 3 - CMAR services, 3.04 Compensation for Basic CMAR Services, includes both 3.04B and 3.04C which specify differing compensation methods for Basic Procurement Services. The EJCDC 525 Agreement template stipulates it is typically one or the other method but not both. Please clarify whether 3.04B (compensated as part of lump sum), or 3.04C (compensated via Contract Amendment using Billing Rates) will govern, and clarify potential edits to Exhibit B - Table 2 which is referenced therein.**
  - A6. Basic Procurement Services will be compensated as a lump sum as indicated in 3.04.B. Delete 3.04.C Compensation for Basic CMAR Services Paragraph C. in its entirety. There are no edits to the Exhibit B Cost Tables.
- Q7. Agreement Article 3.06 Payment for CMAR Services, C.1 Time of Payment indicates that, "Owner will make payments for CMAR Services within 60 days after receiving an approved invoice from the Owner's Advisor," and does not include a predetermined review period for Owner's Advisor, meaning it could conceivably be net 70 or 80 or even 90 days from the month CMAR services were rendered (and costs incurred by CMAR) until payment. Please confirm that GCDWR's intention is to pay CMAR timely in accordance with General Conditions 15.02C & 15.02D and that Agreement 3.06C will be applicable to the timing and accrual of interest only.**

**If not, please consider amending Agreement 3.06.C.1 from 60 days to 20 days to align with GC 15.02C&D.**

- A7. When Contractor submits their invoice for services previously provided, this invoice should be dated no earlier than the date of submission. Review of invoice will be completed by Owner and/or Owner's Advisor within 10 days of date of invoice. Revisions will adhere to General Conditions. The Owner shall pay Contractor within 30 days of receipt by the Owner or Owner's Advisor of any properly completed Application for Payment.
- Q8. We understand GCDWR's desire to achieve project substantial completion by the 12/18/2026 GEFA expenditure date referenced in 15.01 & 15.02 and would work with GCDWR, the OA, and selected designer toward that goal. However, there are decision points and requirements outside the direct control of the CMAR that will influence CMAR's ability to sign a Step 1/Phase 1 Agreement stipulating this deadline and associated liquidated damages. Examples include timing and duration of site selection, manufacturer solicitation and selection, design development durations, approvals, among others. We recommend GCDWR either amend 15.01 & 15.02 from 12/18/2026 to "TBD" or "will be determined during PreConstruction phase"; or amend Instructions to Proposers Section III.B "No Modifications to the Agreement will be permitted".**
- A8. Owner agrees to modify Agreement Between Owner and Construction Manager at Risk 15.01 Contract Times – Dates, A. to the following: The Work will reach Substantial and Final completion and be ready for final payment in accordance with Paragraph 15.06 of the General Conditions on a date to be determined during the Preconstruction Phase and as agreed to by Owner and Contractor.

#### **Attachments**

- EJCDC Supplementary Conditions of the Construction Manager at Risk Contract
- Section 01 52 13 Field Offices, Equipment and Services

Acknowledge receipt of this addendum on the Firm Information page of the RFP document.  
Sincerely,

Brittany Bryant  
Purchasing Associate II

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

Prepared By



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**SUPPLEMENTARY CONDITIONS OF THE  
CONSTRUCTION MANAGER AT RISK CONTRACT**

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# **SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT**

These Supplementary Conditions amend or supplement EJCDC® CMAR-700, Standard General Conditions of the Construction Manager at Risk Contract (2023, with Gwinnett County DWR Modifications **06-29-23**). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added: for example, “Paragraph SC-4.05” references modifications to General Conditions Paragraph 4.05.

## **ARTICLE 1—DEFINITIONS AND TERMINOLOGY**

### *SC-1.01 Definitions*

SC-1.01.A.25 Add the following sentence to end of paragraph:

- A. Consultant referenced in RP003-23 and RP016-23 is equivalent to the Engineer defined herein.

SC-1.01.A.29 Add the following sentence to end of paragraph:

- A. Owner designates the Director of the Gwinnett County Department of Water Resources, or their designee, to exercise all Owner authority identified in these contract Documents, except that of approval and execution of change orders.

SC-1.01.A.37 Add the following sentence to the end of paragraph:

- A. Owner’s Agent reference in RP003-23 is equivalent to the Owner’s Advisor defined herein.

## **ARTICLE 2—PRELIMINARY MATTERS**

### *SC-2.02 Copies of Documents*

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following in its place:

- A. Owner will furnish to Contractor printed or hard copies of the Contract Documents and the executed Contract Agreement upon request at the cost of reproduction. Electronic copies will also be provided upon request.

## **ARTICLE 3—CONTRACT DOCUMENTS—INTENT, REQUIREMENTS, REUSE**

SC-3.01 Delete Paragraph 3.01.C in its entirety.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### *SC-4.05 Delays in CMAR’s Progress*



SC-4.05.C.2 Add the following paragraphs to the end of Paragraph 4.05.C.2:

- a. If the basis exists for an extension of time in accordance with Paragraphs 4.05.A and 4.05.C.2 of the General Conditions, an extension of time on the basis of weather may be granted only for the number of Weather Delay Days in excess of the number of days listed as the Standard Baseline for that month.
- b. The Owner has reviewed weather data available from the National Oceanic and Atmospheric Administration (NOAA) and determined a Standard Baseline of average climatic range for Gwinnett County, Georgia. Standard Baseline is as follows:

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
14	14	10	7	6	3	4	2	2	3	5	9

- c. Standard Baseline shall be regarded as the normal and anticipatable number of calendar days for each month during which construction activity shall be expected to be prevented and/or suspended by cause of adverse weather. Suspension of construction activity for the number of days each month, as listed in the Standard Baseline, is included in the Work and is not eligible for extension of Contract Time.
- d. Adverse weather is defined as the occurrence of one or more of the following conditions, which prevents exterior construction activity or access to the site within twenty-four (24) hours:
  - 1) Precipitation (rain, snow, or ice) in excess of one-tenth of an inch (0.10”) liquid measure,
  - 2) Temperatures which do not rise above 32 degrees F by 10:00 a.m., local time,
  - 3) Temperatures which do not rise above that specified for the day’s construction activity by 10:00 a.m., local time, if any is specified,
  - 4) Sustained wind in excess of twenty-five (25) m.p.h.
  - 5) Standing snow in excess of one inch (1.00”).
- e. Adverse weather may include, if appropriate, “dry-out” or “mud” days:
  - 1) For rain days above the Standard Baseline
  - 2) Only if there is a hindrance to site access or site work, such as excavation, backfill, and footings; and
  - 3) At a rate no greater than one (1) make-up day for each day, or consecutive days, of rain beyond the Standard Baseline that total one inch (1.00”) or more, liquid measure, unless specifically recommended otherwise by the Engineer.
- f. A Weather Delay Day may be counted if adverse weather prevents work on the project for fifty percent (50%) or more of the Contractor’s scheduled work day, including a weekend day(s), if Contractor has approved, scheduled construction activity that day.

- g. Contractor shall take into account that certain construction activities are more affected by adverse weather and seasonal conditions than other activities, and that “dry-out” or “mud” days are not eligible to be counted as Weather Delay Day until the Standard Baseline is exceeded. Hence, Contractor should allow for an appropriate number of additional days associated with the Standard Baseline days in which such applicable construction activities are expected to be prevented and suspended. If the project includes construction of a building, no extension will be made for days of adverse weather occurring after building is “dried in”.
- h. Submit daily jobsite logs showing which, and to what extent, construction activities have been affected by weather on a monthly basis.
- i. To support claim for time extension, submit actual weather data obtained from nearest NOAA weather station, or other independently verified source approved by Owner’s representative at beginning of the project.
- j. Standard Baseline data provided in Paragraph 12.03.C.2, when documenting actual delays due to adverse weather in excess of the average climatic range.
- k. Organize claim and documentation to facilitate evaluation on a basis of calendar month periods, and submit in accordance with the procedures for Claims established in Articles 4.05 and 12.01 of the General Conditions.
- l. If an extension of the Contract Times is appropriate, it shall be implemented in accordance with the provisions of Articles 9.07, 11.01, 11.02, and 11.08 of the General Conditions.

**ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

*SC-5.03 Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following report of explorations and tests of subsurface conditions at or adjacent to the Site.
  - 1. Report dated January 2023, prepared by WSP USA Environment & Infrastructure Inc., entitled “Report of Preliminary Geotechnical Exploration, FWHWRC Biosolids Dryer Project.” The “technical data” contained in such report is geotechnical data. The observations and recommendations may be used as a qualitative reference.

*SC-5.06 Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following report is known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site.
  - a. Report dated December 2022, prepared by Hazen and Sawyer, PC, entitled “F. Wayne Hill Water Resources Center Biosolids Dryer Project Environmental Review and Planning Document.”

## ARTICLE 6—BONDS AND INSURANCE

### SC-6.01 *Performance, Payment, and Other Bonds*

Add the following paragraphs immediately after Paragraph 6.01.C:

1. Required Performance Bond Form—The performance bond that CMAR furnishes will be in the form of EJCDC® C-610, Performance Bond (2018).
2. Required Payment Bond Form—The payment bond that CMAR furnishes will be in the form of EJCDC® C-615, Payment Bond (2018).
3. Required Warranty Bond Form – The warranty bond that CMAR furnishes will be in the form of EJCDC® C-612, Payment Bond (2018).

Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.09.A of the General Conditions is hereby revised to be 2 years after Substantial Completion.
2. After Substantial Completion, CMAR shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of 5 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. CMAR shall deliver the fully executed warranty bond to Owner prior to or with the final application for payment.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

### 6.03 *CMAR's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. The limits of liability for the insurance required by 6.03 of the General Conditions shall provide coverage specified in the Owner's Insurance Requirements, included in this RPO16-23, or greater where required by Laws and Regulations.

### 6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. Builder's Risk Requirements—The builder's risk insurance must:
  1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following perils: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage, other than that caused by flood.

- a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
  - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and CMAR.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  3. cover expenses incurred in the repair or replacement of any insured property, including but not limited to fees and charges of contractors, owners representatives, engineers, and architects.
  4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site, but not including property stored at the premises of a manufacturer or Supplier.
  5. extend to cover damage or loss to insured property while in transit.
  6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
  7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
  8. include performance/hot testing and start-up, if applicable.
  9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.07.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
  10. include as named insureds the Owner, Owner's Advisor, CMAR, Subcontractors of every tier, and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."
  11. The party responsible for purchasing and maintaining the builder's risk insurance is responsible for insurable losses in excess of the coverage limits. To avoid such losses, such responsible party will:

- a. from time to time as needed during the term of the Contract, increase the builder's risk policy limits to adequate levels based on estimated replacement value, as a reimbursable expense.

## ARTICLE 7—CMAR'S RESPONSIBILITIES

### 7.06 Labor; Working Hours

SC-7.06 Add the following new subparagraph immediately after Paragraph 7.06.D:

"1. Regular working hours will be 7:00 AM to 5:00 PM."

B. Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during the hours between 7:00 AM to 5:00 PM, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday without the written approval of the F. Wayne Hill WRC Superintendent."

C. Add the following new paragraphs immediately after Paragraph 7.06.D:

"E. CMAR shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for OA's or Engineer's services, including but not limited to, construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If CMAR is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

F. Owner's legal holidays are New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day."

### 7.13 Taxes

SC-7.13 Add a new paragraph immediately after Paragraph 7.13.A:

"B. Owner is exempt from payment of sales and compensating use taxes of the State of Georgia and of cities and counties thereof on all materials to be incorporated into the Work.

1. Owner will furnish the required certificates of tax exemption to CMAR for use in the purchase of supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CMAR, or to supplies or materials not incorporated into the Work.

### 7.16 Safety and Protection

SC 7.16 Delete the second sentence of Paragraph 7.16.G.

SC 7.16K Add a new paragraph immediately after Paragraph 7.16J:

"K. Contractor's Plan for Safety Precautions and Programs

1. Before any Work at the site is started, Contractor shall have prepared Contractor's written plan for Project-specific safety precautions and programs, complete with respect to procedures and actions that the Contractor intends Contractor and all others as provided in Paragraphs 7.16.A and 7.16.B, to follow in order for Contractor

and all others to comply with all applicable Laws and Regulations. Contractor's plan for safety precautions and programs shall have been approved and endorsed by Contractor's designated safety representative required in Paragraph 7.16.B.

2. Contractor shall revise Contractor's plan for safety precautions and programs at appropriate times to reflect changes in construction conditions, the Work, Contractor's means, methods, techniques, sequences and procedures of construction, and the requirements of paragraph 14.01.A. Contractor shall disseminate the original plan and revisions to all others indicated in Paragraphs 7.16 and 7.16.B.
3. Contractor's plan for safety precautions and programs will not require more stringent safety requirements, training or other qualifications for all others, including those specified in Paragraph 14.01.A and their employees, than Contractor sets forth for comparable activity and responsibility of Contractor, Subcontractors, and Suppliers and their respective employees."

## **ARTICLE 15—PAYMENTS TO CMAR; SET OFFS; COMPLETION; CORRECTION PERIOD**

### 15.02 *Progress Payments*

SC-15.02.B.2 Following this Paragraph add the following:

- a. "Other documentation" shall be accepted only if a written price quote from the vendor is submitted with the Application for Payment and the bill of sale and/or invoice stating that the actual amount paid by the Contractor is submitted within 30 days of the Application for Payment.

### 15.04 *Substantial Completion*

SC-15.04 Add the following new Paragraph 15.04.B:

"If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by OA and Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by CMAR to Owner. If CMAR does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15."

### 15.09 *Correction Period*

SC-15.09 Add the following new Paragraph 15.09.H:

- H. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.09.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1.

## **ARTICLE 18—MISCELLANEOUS**

SC-18.09 After 18.09 add the following:

### SC-17.10 *Delinquent Contractors*

- A. The Owner shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the Owner for taxes. The Owner shall be entitled to a

counterclaim and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the Owner to offset any taxes owed against said debt.

SECTION 01 52 13

FIELD OFFICES, EQUIPMENT AND SERVICES

PART 1 -- GENERAL

1.01 SCOPE

- A. The work under this Section shall include the Construction Manager at Risk (CMAR) providing field offices for the Owner, Owner's Advisor, Engineer, and CMAR to co-locate on the project site. The work shall include providing field offices, located conveniently near the Project site, site preparation, utilities, removal of the offices and restoration of the area. All field offices shall be non-smoking and shall be provided with signage stating, "USE OF TOBACCO PRODUCTS PROHIBITED".
- B. CMAR shall provide field offices specified herein within 60 days of CMAR's receipt of Notice to Proceed. Field offices shall be provided until completion of the Project.
- C. The CMAR shall be responsible for obtaining applicable building permits for all temporary facilities.
- D. The CMAR shall furnish, install and maintain storage and work sheds needed for construction.
- E. At completion of the Project, the CMAR shall remove the field offices and work sheds and restore the area.

1.02 REQUIREMENTS

A. General

- 1. The materials, equipment, and furnishings provided under this Section shall be new (except as indicated otherwise), serviceable, and adequate for the required purpose, and must not violate applicable codes or regulations.
- 2. The CMAR shall make all provisions and pay all costs for installation, utilities, rent, permit fees, site work and removal for the field offices and/or work sheds and facilities.
- 3. Owner, Owner's Advisor, Engineer, and CMAR field offices shall be provided with the following offices at a minimum in addition to two common meeting rooms (complete with conference tables and chairs for up to 12 people) and CMAR offices: 2 offices for the Owner, 2 offices for the Owner's Advisor, and 4 offices for the Engineer. The following office furniture and equipment shall be furnished for use by the Owner, Owner's Advisor, and Engineer.

- 8 Flat top desks, 2-1/2 x 5 feet, with drawers at each end
- 1 Plywood drawing table, 3 feet x 6 feet tilt top with drafting stool
- 8 Straight chairs
- 8 Four-drawer, legal size steel filing cabinets with lock and key key (HON 210P Series full-suspension files)
- 8 Large metal waste baskets



- 1 Hanging drawing racks, including related appurtenances
  - 2 Wall-mounted fire extinguishers
  - 1 Electric water cooler with bottle water supply and disposable drink cups
  - 2 Metal office folding tables 30 inches x 96 inches (minimum)
  - 3 Steel storage cabinets (72" H x 36"W x 24"D) with four adjustable shelves and locks
  - 4 Bookcases with 3 shelves, 3 feet long
  - 1 First Aid Cabinet conforming to the OSHA requirements
  - 8 Tilt/swivel type desk chairs
  - 1 Laser copying/printing/scanner/facsimile machine with local service contract (printing/scanning in full color up to 11" x 17" paper size).
  - 1 4 cu ft capacity refrigerator, 1.4 cu. Ft. countertop microwave, coffee and tea maker
  - 1 kitchen area with eating utensils and paper products
  - 6 White boards (3 ft X 5 ft) with color pens and erasers
  - 1 Flat screen TV (72 inch) located in a central area of the field office. TV to be installed on a movable frame.
  - 1 Office hard drive (1 TB minimum) and router networked for up to 10 personnel with high-speed internet and 4-in-1 printer
4. CMAR to provide field office as necessary for their needs. CMAR to also provide field office for Owner, Owner's Advisor, and Engineer as specified herein. Field offices should be located adjacent to each other.
  5. Functional, totally enclosed restroom and mirror shall be provided.
  6. Minimum temporary utilities requirements:
    - 1) Heating: Maintain 68°F in winter.
    - 2) Cooling: Maintain 75°F in summer.
    - 3) Interior electrical outlets: Minimum one outlet per wall of structure
    - 4) Electrical service: Adequate temporary electrical service for fully functional field office
    - 5) Individual, direct line telephone service with equipment for up to four persons.
    - 6) Individual, direct high-speed internet service (DSL or cable), at minimum 50 Mbps up and down Internet speed, with hardwired networking up to ten persons and Wi-Fi.
    - 7) Potable water service to water closet and lavatory.
    - 8) Interior and exterior lighting as specified herein.
  8. Consumables: CMAR shall provide consumables and supplies for the Field Office including, but not limited to, waste basket heavy-duty liners, floor entry mats, mud-cleaning brushes, paper towels, toilet paper, printer ink, copying machine paper (all sizes), etc., for the duration of the Contract.

9. Cleaning services: CMAR shall provide qualified, professional cleaning services to clean Engineer's field office a minimum of two times per week for the duration of the Project.
10. CMAR shall respond and address maintenance issues that occur at the Engineer's field office with 24 hours notification.

B. Construction

1. Structurally sound, weather tight, with floors raised above ground.
2. Temperature Transmission Resistance: Compatible with occupancy and storage requirements.
3. At the CMAR's option, portable or mobile buildings may be used.
  - a. Mobile trailers shall be Class "A", new and modified for office use. If used trailer is proposed, it must be approved by Owner and Owner's Advisor.
  - b. Do not use mobile trailers for living quarters.

1.03 SUBMITTALS

- A. Copies of permits and approvals for construction as required by Laws and Regulations and governing agencies.
- B. Shop Drawings
  1. Temporary Utility Submittals: Electric power supply and distribution plans.
  2. Temporary Construction Submittals:
    - a. CMAR's field office layout, storage yard, parking area, work sheds and storage building plans, including gravel surfaced area.
    - b. Staging area location plan.
  3. CMAR's Field Office Sign.

1.04 MOBILIZATION

- A. Mobilization shall include, but not be limited to, these principal items:
  1. Obtaining required permits.
  2. Installing temporary construction power, wiring, lighting facilities and the field offices.
  3. Providing onsite sanitary facilities and potable water facilities as specified and as required by applicable local, state, and federal regulations.
  4. Arranging for and erection of CMAR's work and storage yard.
  5. Posting OSHA required signage, notices and establishing safety programs and

procedures.

B. CMAR's Temporary Facilities:

1. Use area(s) designated for CMAR's temporary facilities as identified by the Owner.
2. Designated areas may or may not provide adequate space for CMAR's needs. CMAR shall make its own determination in this matter.

1.05 PROTECTION OF WORK AND PROPERTY

- A. Comply with Owner's safety rules while on Owner's property.
- B. Keep Owner informed of serious onsite accidents and related claims.

PART 2 – PRODUCTS

2.01 Project Sign and Sign Panel

- A. The CMAR shall provide directional signs at the plant entrance and within the plant property to direct CMAR's deliveries to the field offices using approved traffic flow.
  1. One directional sign shall be placed at each road intersection between the plant entrance and each destination.
  2. The directional signs shall be made of material that is weather resistant with minimum 2" tall block letters with directional arrows that are clear and legible by a person in a vehicle. Each sign may contain directions to multiple destinations, as needed, so long as the information is clear and legible.
  3. The CMAR shall submit a scale drawing of the directional signs to the Engineer for approval.
  4. The directional signs shall be maintained by the CMAR, in good condition, at all times, for the duration of construction.
  5. As required by CMAR's operations, additional directional signs shall be provided for temporary changes in the traffic flow pattern.

2.02 FIELD OFFICES AND FACILITIES

- A. The CMAR shall maintain the on-site field offices with high-speed internet to fully support the construction project and shall have a responsible representative on call at all times.
- B. Weather equipment as required to accurately record on Daily Reports temperature high/low and precipitation.

2.05 UTILITIES

- A. General: Provide and pay all costs for all telephone, internet, network, water, sewer, and electricity required for all of the field offices for the duration of the Project. Upon completion of the Work, remove all temporary utilities and telephone equipment.

- B. Temporary Water and Sewer: Furnish and install all necessary temporary piping and appurtenances for water and sewer service required for the field offices.
- C. Temporary Electricity: The CMAR shall furnish and install all necessary electrical service for field offices. A standby electrical generator properly sized to handle the full connected electrical load of the trailer unit shall be provided at the initiation of the Project, as necessary, until permanent power can be established to the trailer.
- D. Telephone Service:
  - 1. The CMAR shall provide telephone service to the field offices. All portions of the communication system shall be maintained in good working condition.
  - 2. All costs for the installation costs of lines, line extensions, service charges and recurring service charges for telephone services, including long distance phone calls, shall be paid by the CMAR at no additional cost to the Owner.
- E. Internet Service:
  - 1. Internet Service Provider (ISP): The CMAR shall make arrangements and pay for dedicated minimum 50 MBPS or better Internet services to both field offices for the full duration of the Project. The service shall be used by the CMAR, Owner, Owner's Advisor, and Engineers.
  - 2. Acceptable solutions include DSL, or cable, and provide WiFi for use by all staff within the field offices. Regardless of the service provided, the CMAR shall pay all cost for, shall provide and coordinate the installation of all hardware and software necessary to provide a complete Internet access, at the required speed, and local area network, for the full duration of the Project. The CMAR shall provide and pay all cost associates with a single source vendor to furnish unit responsibility for the entire system to include, but not limited to hardware, software, ISP service, and local area network. Maintenance and support services shall be provided 24/7 for the full duration of the Project.

## 2.06 PARKING FACILITIES

- A. Parking facilities for the two field offices shall be the CMAR's responsibility. The storage and work facilities provided by the Owner will not be used for parking.
- B. The CMAR shall provide ample parking for at least eight (8) cars of the Owner/Owner's Advisor/Engineers not including CMAR's vehicles. This area shall have a minimum four-inch deep graveled or crushed rock base, and be adjacent to the field offices. Gravel or crushed stone base shall be placed over a geotextile fabric placed over the subgrade. Keep area free of weeds, grass and mud. Adequate parking space shall be provided.

## 2.07 USE OF PERMANENT FACILITIES

- A. Permanent facilities shall not be used for field offices or for storage.

## PART 3 – EXECUTION

### 3.01 INSTALLATION

- A. Construct temporary field offices and storage facilities on proper foundations and provide connections for utility services.
  - 1. Secure portable or mobile buildings when used.
  - 2. Provide steps and landings at entrance doors.
  - 3. Provide tie-downs for 120 mile per hour gusts and winds.
  - 4. Provide proper surface drainage.
- B. Locate construction field office facilities at locations within the Project area on the Owner's property as approved by the Engineer.

### 3.03 MAINTENANCE AND CLEANING

- A. Provide regular maintenance and cleaning for temporary structures, furnishings, equipment and services.

### 3.04 REMOVAL

- A. Remove temporary field offices and utilities at Project Completion or as directed by the Engineer.
- B. Remove foundations and debris; grade site to required elevations and clean areas. At a minimum, unless specified elsewhere, restore area to the condition it was in at the beginning of the project and re-grass/re-stone as required.

- END OF SECTION

