1. **GENERAL**

   A. The Project Variance Request Form must be submitted by the Design Professional and/or Contractor for any deviations from The University of Georgia Design & Construction Standards (Standards) and approved in writing. Inclusion of a deviation from the Standards, whether in drawings or specifications during any phase of design reviews, including shop drawing and submittal reviews, is not considered a Design Variance approval. It is the Design Professional and/or Contractor’s burden to point out deviations to OUA and to specifically request written variance approval prior to incorporating in the Project. The UGA is not responsible for identifying any deviations from the Standards.

   B. If the Design Professional deviates from the Standards without written approval, the deviation will be considered an error and a claim may be processed against the Design Professional’s professional liability insurance for reimbursement of the cost to meet the Standards. The amount of the claim may be reimbursed to the Owner through a unilateral change order.

   C. If the Contractor is responsible for design/building certain (or all) aspects of the project, and deviates from the Standards without a written approval, the Contractor’s deviation will be considered an error and a claim may be processed against the Contractor’s insurance. If the Contractor makes a change or substitution during the shop drawing and submittal process that is a deviation from the Standards, it is the burden of the Contractor, not the Design Professional, to seek a variance approval. The amount of the claim may be reimbursed to the Owner through a unilateral change order.
# UNIVERSITY OF GEORGIA - DESIGN AND CONSTRUCTION STANDARDS

## PROJECT VARIANCE REQUEST FORM

<table>
<thead>
<tr>
<th>PROJECT NAME:</th>
<th>DATE SUBMITTED:</th>
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<tbody>
<tr>
<td>DESIGN PROFESSIONAL:</td>
<td>PROJECT NUMBER:</td>
</tr>
<tr>
<td>CONTRACTOR:</td>
<td>NAME OF UGA PROJECT MANAGER:</td>
</tr>
<tr>
<td>REQUESTED BY:</td>
<td>REQUESTOR'S OFFICE/ORGANIZATION:</td>
</tr>
</tbody>
</table>

### SUBMISSION:

- [ ] SD
- [ ] DD
- [ ] CD
- [ ] SUBMITTAL
- [ ] CHANGE REQUEST
- [ ] OTHER: _______________________

### CURRENT DESIGN REQUIREMENT (REFERENCE THE APPLICABLE DESIGN AND CONSTRUCTION STANDARD):


### BRIEF DESCRIPTION OF THE REQUESTED VARIANCE (INCLUDE THE PROPOSED ADDITION/DELETION/CHANGE TO DESIGN REQUIREMENT):


### JUSTIFICATION:


### REQUESTOR'S REPRESENTATIVE SIGNATURE: _______________________

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**UNIVERSITY OF GEORGIA - OFFICIAL USE ONLY**

<table>
<thead>
<tr>
<th>UNIVERSITY VARIANCE REQUEST ACTION:</th>
<th>□ APPROVED  □ DENIED</th>
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<tbody>
<tr>
<td>PROJECT MANAGER SIGNATURE:</td>
<td>______________________</td>
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<tr>
<td>DATE:</td>
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</tbody>
</table>
1. GENERAL
   A. It is the policy of the State of Georgia that minority business enterprises shall have the maximum opportunity to participate in the State purchasing process. Therefore, the State of Georgia encourages all minority business enterprises to compete for, win and receive contracts for goods, services, and construction. Also, the State encourages all companies to sub-contract portions of any State contract to minority business enterprises.
   i. The Small and Minority Business Contact person for the University of Georgia is:
      Ms. Annette M. Evans
      Procurement Officer
      University of Georgia, Procurement Office
      301 Business Services Building
      Athens, Georgia 30602
      706-542-2361      FAX: 706-542-7035
   ii. Contractor may contact Ms. Evans or any buyer for assistance with the preparation of Contractor bid or proposal, or to answer questions about the bid and award process. Specific questions about the bid specifications should be directed to the buyer that issued the bid request rather than to Ms. Evans.
   iii. The State of Georgia has a law which provides for an income tax credit on the State Tax Return to any company which subcontracts with a minority owned firm to furnish goods, property or services to the State of Georgia. Vendors should direct specific questions about this law to the Small and Minority Business Coordinators, 200 Piedmont Avenue, S.E., Atlanta, Georgia 30334, telephone 404-656-6315.
1. GENERAL
   A. UGA Special Conditions accompany the Board of Regents July 2010 versions of the contracts. Template forms are included in the Standard for reference. The Project Manager will edit the applicable template for each project and issue at the appropriate time and the version edited for the project will be incorporated into the Contract.
   B. There are three delivery methods and there is a UGA Special Conditions for each type of Contract. The following template is: UGA Special Conditions for Design Professional for Construction Management (CM/GC) Project.
University of Georgia Special Conditions  
For Design Professional Contract  
between Design Professional and Owner to be used with Board of Regents CM/GC Contract  
(Construction Management)  

Project No. _______________________

Project Name and Description: _____________________________________________________

1. **OWNER:** Wherever the term Owner appears in the University of Georgia Special Conditions it shall mean the Board of Regents of the University System of Georgia by and on behalf of the Using Agency, The University of Georgia.

2. **UGA DESIGN & CONSTRUCTION STANDARDS:** The Design Professional shall comply with the requirements set forth in the “UGA DESIGN & CONSTRUCTION STANDARDS” dated ______ and available at [www.architects.uga.edu/standards](http://www.architects.uga.edu/standards).
00 73 00.02
UGA SPECIAL CONDITIONS
FOR DESIGN PROFESSIONAL FOR DESIGN-BID-BUILD PROJECT

1. GENERAL
   A. UGA Special Conditions accompany the Board of Regents July 2010 versions of the contracts. Template forms are included in the Standard for reference. The Project Manager will edit the applicable template for each project and issue at the appropriate time and the version edited for the project will be incorporated into the Contract.
   B. There are three delivery methods and there is a UGA Special Conditions for each type of Contract. The following template is: UGA Special Conditions for Design Professional for Design Bid Build Project.
University of Georgia Special Conditions
For Design Professional Contract
between Design Professional and Owner to be used with Board of Regents Design-Bid-Build Contract

Project No. _____________________

Project Name and Description: ____________________________________________________________

1. **OWNER:** Wherever the term Owner appears in the University of Georgia Special Conditions it shall mean the Board of Regents of the University System of Georgia by and on behalf of the Using Agency, The University of Georgia.

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00 73 00.03
UGA SPECIAL CONDITIONS
FOR CONTRACTOR FOR CONSTRUCTION MANAGEMENT (CM/GC) PROJECT

1. GENERAL
   A. UGA Special Conditions accompany the Board of Regents July 2010 versions of the contracts. Template forms are included in the Standard for reference. The Project Manager will edit the applicable template for each project and issue at the appropriate time and the version edited for the project will be incorporated into the Contract.
   B. There are three delivery methods and there is a UGA Special Conditions for each type of contract. The following template is: UGA Special Conditions for Contractor for Construction Management (CM/GC) Project.
Project No. _______________________

Project Name and Description: ____________________________________________________

1. **OWNER:** Wherever the term Owner appears in the University of Georgia Special Conditions it shall mean the Board of Regents of the University System of Georgia by and on behalf of the Using Agency, The University of Georgia.

2. **UGA DESIGN & CONSTRUCTION STANDARDS:** The CM/GC shall comply with the requirements set forth in the “UGA DESIGN & CONSTRUCTION STANDARDS” dated ________ and available at www.architects.uga.edu/standards.

3. **COPIES OF NOTICES:** For General Requirements 1.1.5.2, in addition to the Owner and the Owner’s Representative, any notice, request, or demand filed by the CM/GC shall also be furnished to: Jessica Beri, Senior Procurement Specialist, University of Georgia Procurement Office, 0301A Business Services, 424 E. Broad Street, Athens, GA 30602.

4. **COPIES OF CONTRACT DOCUMENTS TO CM/GC:** Replace General Requirements 1.1.7.2 with:

   “Without charge to the CM/GC, the Design Professional shall furnish to the CM/GC one set of completed Contract Documents in hardcopy, one set of electronic background and floor and reflected ceiling plan drawings, if requested, one copy in read-only electronic format. CM/GC shall pay for any additional requested sets and shall include cost in the CM/GC Overhead Cost.”

5. **SAFETY & SECURITY:** The costs for all references in the University of Georgia Special Conditions for safety & security shall be included in the CM/GC Overhead Cost. This includes, but is not limited to, fencing, barricades, traffic control and temporary signage.

6. **STATE OF GEORGIA LICENSED SUB-CONTRACTORS:**
   
   A. For any mechanical work on this project, at least one person installing mechanical work must have a valid and current certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed mechanical activities.
   
   B. For any electrical work on this project, at least one person installing electrical work must have a valid and current certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed electrical activities.
   
   C. For any plumbing work on this project, at least one person installing plumbing work must have a valid and current certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed plumbing activities.
   
   D. Utility Contractors must be State of Georgia Licensed and comply with Georgia Code 43-14, HB 1300 and shall be on the Athens Clarke County approved list of utility contractors.
   
   E. Certified Welders: For any welding work on this project, all welders installing welding work must have a valid and current year certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed welding activities. A University of Georgia Fire Safety Division Hot Work Permit is required.
7. CLEAN WATER ACT, GEORGIA WATER QUALITY CONTROL ACT, AND GEORGIA SOIL EROSION AND SEDIMENTATION ACT:

A. This project is located within a watershed that may drain into waters of the United States or the State of Georgia and storm water inlets and storm drainage associated with the project may drain directly into waters of the United States or the State of Georgia or lands within the State of Georgia. All such waters and lands shall be protected from the discharge of any pollutant. The CM/GC shall insure that all construction activities conducted on the project site comply with all applicable provisions of the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, and any rules, regulations, local ordinances and permits promulgated or issued thereunder. The scope of this project may require coverage under the NPDES Storm Water Discharges Associated with Construction Activities permit and may require a Land Disturbance Activity permit issued by a local issuing authority.

B. The CM/GC shall develop, implement, and maintain a site specific spill response plan for the project that addresses loading and unloading, storage, and usage of containers and materials with the potential for spillage, leakage, or other discharges and a site specific erosion, sedimentation, and pollution control plan. The CM/GC shall maintain environmental spill kits on site at all times and shall insure that site personnel are properly and adequately trained on the use of the spill kits.

C. The CM/GC shall not conduct any construction activities within a twenty-five (25) foot buffer along the banks of any waters of the State of Georgia, unless a variance for this project has been issued by the Georgia Environmental Protection Division.

D. The CM/GC shall not conduct any construction activities within a fifty (50) foot buffer along the banks of any waters of the State of Georgia that is classified as trout waters, unless a variance for this project has been issued by the Georgia Environmental Protection Division.

E. The CM/GC shall employ Best Management Practices (BMP's) which are consistent with and no less stringent than those practices contained in the most current “Manual for Erosion and Sediment Control in Georgia” published by the State Soil and Water Commission. If BMPs are not functioning as designed, the CM/GC shall immediately notify the Owner’s Representative and the Design Professional verbally and in writing. If the BMPs required by the contract documents are more stringent than those required by the most current “Manual for Erosion and Sediment Control in Georgia”, then the requirements of the contract shall apply.

F. The CM/GC site superintendent must have a current Georgia Soil and Water Conservation Commission Level 1A Certification. An individual with a current Georgia Soil and Water Conservation Commission Level 1A Certification must be on site at all times that land disturbing activities are being performed.

G. If the project requires a Land Disturbance Activity Permit, prior to starting any land disturbing activities, the CM/GC shall obtain the necessary Land Disturbing Activity Permit from the Local Issuing Authority and shall identify itself as the 24 hour contact. The CM/GC shall comply with all requirements of the Local Issuing Authority.

H. If the project requires coverage under the NPDES Storm Water Discharges Associated with Construction Activities Permit, the CM/GC shall:
   I. Sign the NPDES permit Notice of Intent promptly upon request of the Owner or Design Professional and prior to beginning any construction activity on site. The CM/GC and Owner shall be joint Primary Permittees. As the entity that has the primary day to day operational control of those activities at the construction site necessary to ensure
compliance with Erosion, Sedimentation and Pollution Control Plan requirements and permit conditions, the CM/GC shall be the Operator;

ii. Insure complete implementation of the Erosion Sedimentation & Pollution Control Plan (Plan).

iii. Within 24 hours of the installation of the initial sediment storage requirements and perimeter control BMPs, the CM/GC shall notify, in writing (email is acceptable), the Owner’s Representative and the Design Professional stating that the initial installation is complete and ready for inspection. The design professional who prepared the erosion, sedimentation and pollution control plan shall issue a letter of compliance or a letter listing deficiencies. The CM/GC shall correct any deficiencies documented within two (2) days of receipt of that letter and shall schedule any follow-up inspections necessary to comply with the requirements of the Permit, and insure that a letter of compliance is received from the Design Professional and placed in the site records.

iv. Insure daily inspections of vehicle entrances and exits and areas where petroleum products are used, stored, or handled are conducted and documented in a daily inspection report by Level 1A certified personnel. Daily Inspection reports must include:
   a. Name of inspector
   b. Date of inspection
   c. Observations
   d. Corrective actions taken
   e. Any incidents of noncompliance
   f. Signature of certified inspector
   g. Where reports do not identify incidents of noncompliance, a certification that the entrances and exits and areas where petroleum products are used, stored, or handled are in compliance with the Plan and the Permit must be included
   h. All daily inspection reports must be retained in the site records.

v. Maintain a daily rainfall log indicating the amount of rainfall at the site during each 24-hour period. The rainfall log must have an entry for each twenty-four hour period from the commencement of construction until the Notice of Termination is properly submitted.

vi. Maintain all records required by the Permit on site. The records shall be up to date, in chronological order and readily available for review. The records shall include at a minimum:
   a. A field set of as-built documents indicating any revisions to the civil and erosion sedimentation and pollution control drawings. Any revision on the field set of as-built drawings must be marked on the contract documents and shall be signed and dated by the engineer of record
   b. Completed NOI form with certified mail receipt (request from Design Professional or Owner’s Representative if CM/GC doesn’t have a copy)
   c. Documentation of fee payment with certified mail receipt (request from Design Professional or Owner’s Representative if CM/GC doesn’t have a copy)
   d. 7-day inspection letter of compliance from the Design Professional
   e. Daily, weekly, and post ¼-inch rain event inspection reports generated by the CM/GC and/or the testing agency retained by Owner (“Owner’s Testing Agency”).
   f. Rainfall data
g. Turbidity sampling results with certified mail receipts issued by the Owner’s Testing Agency (request from Design Professional or Owner’s Representative if CM/GC doesn’t have a copy)

h. Summary reports of inspections and violation records with certified mail receipts (request from Design Professional or Owner’s Representative if CM/GC doesn’t have a copy). Upon signing the Notice of Termination, provide to the Project Manager an electronic scanned copy of all records a. thru h. listed above.

vii. Sign NPDES General Permit Notice of Termination promptly after the Design Professional and / or the Owner’s Testing Agency issue a written statement that the project site has undergone final stabilization and that all storm water discharges associated with the construction activity that were authorized by the Permit have ceased.

8. DUTY TO NOTIFY AND CORRECTING THE WORK

A. The CM/GC shall immediately document in the site records and notify the Owner’s Representative with a phone call and in writing, of the receipt of any warnings, citations, notices of permit violations or deficiencies, and / or stop work orders received from the Local Issuing Authority and /or the Georgia Environmental Protection Division and / or the United States Environmental Protection Agency. The CM/GC shall immediately provide copies of any written warnings or citations or other noncompliance notices received to the Owner’s Representative. Within 12 hours of receiving any warnings or citations, the CM/GC shall inform the Owner’s Representative in writing of the corrective actions that the CM/GC shall implement.

B. The CM/GC shall complete corrective action within 24 hours or prior to any impending rain events, whichever is sooner, of receiving any warnings, citations, letters, emails, or other notices citing violations or deficiencies, from the Local Issuing Authority, the Georgia Environmental Protection Division, the United States Environmental Protection Agency, Design Professional, or the Owner’s Testing Agency related to the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, and / or the Land Disturbance Activities Permit or the NPDES Permit.

i. If the appropriate corrective action is beyond the expertise of the CM/GC or will involve a change in design, construction, operation, or maintenance, which has a significant effect on a BMP with a hydraulic component, the CM/GC must immediately notify the Owner’s Representative and the Design Professional and follow their direction for implementing the corrective action.

ii. If the appropriate corrective action is within the expertise of the CM/GC and does not involve a change in design, construction, operation, or maintenance, which has a significant effect on a BMP with a hydraulic component, the CM/GC shall implement the corrective action, note the change or action taken on the site Plan and have the revision on the site plan signed and dated by the Design Professional on their next visit to the site as being an acceptable and appropriate change or corrective action.

C. The General Requirements 3.6.2 Correcting the Work is modified as follows related to a corrective action not being completed by the CM/GC within 24 hours or prior to any impending rain events, whichever is sooner, of receipt of the warning, citation, or other form of documentation with deficiencies:

i. Any warning or citation issued by the Local Issuing Authority, the Georgia Environmental Protection Division, the United States Environmental Protection Agency, or a deficiency documented in the Owner’s Testing Agency’s report or the Design Professional, which
may be issued as an email, shall serve as the Notice of Non-Compliant Work referenced in the General Requirements 3.6.2.1.

ii. The General Requirements 3.6.2.6 The Owner’s Right to Correct Work shall be modified so that the ‘after three days written notice’ shall be replaced with ‘after 24 hours or prior to any impending rain events, whichever is sooner, after written notice’.

D. After completion of the required corrective actions, the CM/GC shall contact the Owner’s Representative and the entity that cited the deficiencies and request a re-inspection.

E. Any fines, penalties, or negotiated settlements resulting from the noncompliance with the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, Land Disturbance Activities Permit, NPDES Permit, or any rules, regulations, local ordinances and permits promulgated or issued thereunder on the part of the CM/GC or any subcontractor shall be paid in full by the CM/GC with no cost to the Owner. The CM/GC may not use CM/GC Contingency or charge the Cost of the Work to pay for any fines, penalties or negotiated settlements.

9. DEFAULT AND STOP WORK / TERMINATE FOR CAUSE

A. The issuance of a citation or other noncompliance notice by the Design Professional, United States Environmental Protection Agency, the Georgia Environmental Protection Division, or a Local Issuing Authority related to the Clean Water Act, the Georgia Water Quality Control Act, or the Georgia Soil Erosion and Sedimentation Act, Land Disturbance Activities Permit, NPDES Permit, or any rules, regulations, local ordinances or permits promulgated or issued thereunder, is sufficient cause for the Owner to stop work for the entire project at the cost of the CM/GC until the citation deficiencies are remediated to the satisfaction of the Owner. For this situation, the General Requirements 5.1.2 Owner’s and Program Manager’s Right to stop work is modified as follows: “The Owner and / or the Owner’s Representative reserves the right, upon the issuance of a citation or other noncompliance notice by the Design Professional, United States Environmental Protection Agency, the Georgia Environmental Protection Division, or a Local Issuing Authority, to immediately stop the work of the entire project by oral direction, at the Owner’s or Owner’s Representative’s sole discretion, in conjunction with written notice provided to the CM/GC within 24 hours. The CM/GC shall be solely responsible for all costs incurred by the CM/GC in connection with the stop work order including any overtime or other expenses required to achieve the material completion and occupancy date. The CM/GC may not use CM/GC Contingency to offset any costs related to the stop work order. The CM/GC will not be granted a time extension for work time lost to a stop work order due to any such citation or other noncompliance notice.”

B. Non-compliance with any applicable portion of the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, the Land Disturbance Activities Permit, the NPDES Permit, or any rules, regulations, local ordinances or permits promulgated or issued thereunder, is sufficient cause for the Owner to terminate the Contract for cause per General Requirements 5.3.2 Owner’s Right to Declare Default and / or Terminate Contract for Cause. The CM/GC’s failure to correct work for any warnings or citations within the 24 hours is sufficient cause for the Owner to terminate the Contract with cause per General Requirements 5.3.2 Owner’s Right to Declare Default and / or Terminate Contract for Cause.

F. Contingency or charge the Cost of the Work to pay for any fines, penalties or negotiated settlements.
10. FIRE MARSHAL INSPECTIONS: For General Requirements replace 3.6.4.3.1 in its entirety with the following: “The State Fire Marshal and the University of Georgia Fire Safety Division may make inspections at any time. It shall be the responsibility of the CM/GC to request an inspection at 80% percent completion and at 100% completion and to give notice when all items on the 100% inspection report have been completed. Written requests for inspections shall be made to the Owner’s Representative and shall not be made directly to the State Fire Marshal and/or the University of Georgia Fire Safety Division.”

11. NORMAL WORKING TIMES: It is customary that all work under this contract be performed on normal working days. Normal working days are defined as Monday through Friday from _______ am until _____ pm excluding Georgia State holidays. Work during other than normal times to include weekends, holidays and after-hours shall be coordinated with and subject to approval by the Owner. A minimum of 72-hours notice is required for the Owner to make all necessary arrangements and such work shall be scheduled at the convenience of the Owner.

12. OFFICE FOR CONTRACT COMPLIANCE SPECIALIST (CCS): Delete General Requirements 1.7.5.

13. 24 HOUR EMERGENCY CONTACT: Prior to commencing work on site the CM/GC shall forward to the Owner’s Representative the 24 hour contact information for the project site. If the information changes at any time during the contract, the CM/GC shall immediately provide updated information. This contact information will be shared with the University of Georgia Police Department.

14. CONSTRUCTION RESTRICTIONS:
   A. EXISTING FACILITIES: The work to be performed under this contract is located within the University of Georgia’s (UGA) main campus area. Existing UGA facilities to include, but not limited to __________________________________________will be occupied during the life of this contract. The CM/GC shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and operation of these facilities.
   B. BUS OPERATIONS: University of Georgia (UGA) bus system operates routes along _______________Streets. The Athens-Clarke County (ACC) bus system operates routes along _______________ Streets. The CM/GC shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and operation of these bus routes.
   C. PEDESTRIAN WALKWAY: The CM/GC is advised and cautioned that the ____________Street sidewalk is a major pedestrian corridor. The CM/GC shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and movement along this pedestrian corridor. The CM/GC shall clearly designate walkways and provide protective measures to ensure the safe movement of pedestrians around the construction site.
   D. NORFOLK-SOUTHERN RAILROAD: The construction limits of this work are directly adjacent to and bordered on the eastern side by the Norfolk-Southern Railroad Right-of-Way. This is an active line with weekly rail movements. The CM/GC shall NOT encroach upon nor interfere with the railroad right-of-way and operations at any time.
   E. ROADWAY & PARKING LOT CLOSINGS: Roadway and parking lot use, blocking and closing shall be subject to approval by the Owner. A minimum of 72-hours notice is required for the Owner to make all necessary arrangements for this work, and such work shall be scheduled at the convenience of the Owner. Roadways and parking lots shall not be blocked for extended periods of time. CM/GC shall provide adequate traffic warning methods and devices in accordance with
Georgia Department of Transportation standards to warn motorist and pedestrians of any obstructions within the Right-of-Way of the roadway. CM/GC shall obtain land and road closure permits as required by the Owner through Athens-Clarke County.

F. **RESIDENT HALL NOISE CONTROL:** Beginning *(Date)*, *(Residence Hall name)* shall be occupied. Effective *(date)*, CM/GC shall not begin work prior to 9:00 am and shall cease work prior to 7:00 pm (weekday & weekend). In the event this contract work extends into final exam week, all work shall be suspended beginning with Reading Day through last day of Final Exams. (See UGA Master Schedule for exact dates).

G. The CM/GC shall make the construction site available and accessible to the University of Georgia Facilities Management Division and any other Owner retained contractors to complete work within the site to include repairs and renovation of existing buildings, utilities, hardscape and landscape. CM/GC shall coordinate his schedule with other contractors as approved by Owner to ensure a complete and usable facility.

H. Other projects under construction in this area include, but are not limited to _______________________________. CM/GC shall coordinate and schedule his work NOT to interfere with these projects.

15. **GEORGIA ENVIRONMENTAL POLICY ACT:** In accordance with Georgia state law, a Georgia Environmental Policy Act (GEPA) evaluation was completed and a determination made that the proposed project will not have any significant adverse environmental impacts. The CM/GC, in undertaking this work, becomes a steward of air, land, water, plants, animals and environmental, historical and cultural resources. As such the CM/GC shall perform all work in accordance with local, state and federal rules and regulations governing the protection of these resources.

16. **CLEANING:** For General Requirements 3.1.13.1, add following “Periodically during the course of the Work, and at least daily, all debris, trash or unsuitable materials resulting from construction removed from Owner’s property shall be disposed of legally in accordance with all applicable Federal, State and Local laws and codes.” CM/GC shall include associated cleaning costs in the CM/GC Overhead Cost. Debris shall not be placed in University of Georgia trash containers but instead shall be placed in dumpsters or other facilities provided by the CM/GC for this purpose.

17. **HAZARDOUS MATERIALS:**
   A. **GENERAL:** Any statement contained herein regarding the presence of hazardous materials (such as asbestos, lead based paint, Polychlorinated Biphenyls (PCBs) etc.) or absence of hazardous containing materials is based on the best current information in the Owner’s possession. Since asbestos and lead based paint were commonly used in construction materials, asbestos-containing, lead based paint containing materials or other hazardous materials may be encountered during the execution of work under this contract. The CM/GC shall exercise extreme care when demolishing, repairing or otherwise disturbing existing work. The CM/GC shall cease work immediately if suspected hazardous containing materials are encountered in the work, and notify the Owner in writing of each incident. The Owner shall cooperate with the CM/GC, and shall perform all requisite testing to confirm the presence or absence of hazardous containing materials for each reported incident. However, the Owner cannot guarantee that the site of the work included under this contract is completely free from hazardous materials. (See General Requirements 1.6.1).
B. SURVEY: A pre-construction hazardous materials survey was / was not conducted. A copy of the report may be obtained from the Owner’s Representative. The following is a brief summary of the report: ________________________________.

18. WORK ON PUBLIC STREETS & ROADS: Any work or activity on Streets that interferes with traffic movement to include, but not limited to, borings, pavement cuts, open trenches, pavement patches, re-surfacing, street closings, detours and one-way traffic shall be coordinated with the local Public Works Department and the Owner at least five working days hours in advance. The CM/GC shall be solely responsible for obtaining necessary permits from the local Public Works Department to include completing forms and paying all fees.

19. MARKED-UP CONSTRUCTION DOCUMENTS: For General Requirements 2.2.2.3 and 6.4.1.2.3, the CM/GC shall also provide the Owner’s Representative with one complete set of Marked-up (As-Built) Construction Documents as well as one read-only electronic version of the Marked-up Construction Documents.

20. OPERATIONS AND MAINTENANCE DATA AND INSTRUCTIONS AND TRAINING: In addition to the General Requirements 6.4.1.2.4, the CM/GC shall provide the Owner’s Representative with a read-only electronic version and 1 hardcopies of all written materials related to operations and maintenance. Training shall be completed prior Material Completion of the project.

21. READ-ONLY ELECTRONIC VERSION: Any references to ‘read-only electronic version’ in the General Requirements and / or in the University of Georgia Special Conditions shall mean the in the latest version of the software format by Adobe and shall be a ‘.pdf’ file format.

22. SUBMITTALS:
   A. Any costs associated with submittals shall be included in the CM/GC Overhead Cost.
   B. ELECTRONIC SUBMITTALS: For General Requirements 2.2.5.2 electronic read-only submittals are acceptable. The CM/GC and the Design Professional shall stamp and sign the submittals, then scan and distribute the documents including electronic copies to the Owner’s Representative if requested. At the end of the project the CM/GC shall furnish one complete electronic set of all of the electronic read-only approved submittals to the Design Professional and the Owner’s Representative. In addition the CM/GC shall provide one hard copy set of the complete set of approved submittals to the Owner’s Representative.
   C. HARD COPY SUBMITTALS: For General Requirements 2.2.5.2, if electronic submittals are not used for this project, then the CM/GC shall submit four (4) hard copies of all required submittals to the Design Professional. The approved hard copies shall be distributed with 1 hard copy to the Design Professional; 1 copy to the Owner’s Representative; and 2 copies to CM/GC. At the end of the project the CM/GC shall furnish one complete electronic read-only set of all of the approved submittals to Owner’s Representative.
1. GENERAL
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University of Georgia Special Conditions
For Design-Bid-Build

Project No. _______________________

Project Name and Description: ____________________________________________

1. **OWNER:** Wherever the term Owner appears in the University of Georgia Special Conditions it shall mean the Board of Regents of the University System of Georgia by and on behalf of the Using Agency, The University of Georgia.

2. **UGA DESIGN & CONSTRUCTION STANDARDS:** The Contractor shall comply with the requirements set forth in the “UGA DESIGN & CONSTRUCTION STANDARDS” dated ________ and available at www.architects.uga.edu/standards.

3. **COPIES OF NOTICES:** For General Requirements 1.1.5.2, in addition to the Owner and the Owner’s Representative, any notice, request, or demand filed by the Contractor shall also be furnished to: Jessica Beri, Senior Procurement Specialist, University of Georgia Procurement Office, 0301A Business Services, 424 E. Broad Street, Athens, GA 30602.

4. **COPIES OF CONTRACT DOCUMENTS TO CONTRACTOR:** Replace General Requirements 1.1.7.2 with: “Without charge to the Contractor, the Design Professional shall furnish to the Contractor one set of completed Contract Documents in hardcopy, one set of electronic background and floor and reflected ceiling plan drawings, if requested, one copy in read-only electronic format.”

5. **SAFETY & SECURITY:** The costs for all references in the University of Georgia Special Conditions for safety & security shall be included in the Bid. This includes, but is not limited to, fencing, barricades, traffic control and temporary signage.

6. **STATE OF GEORGIA LICENSED SUB-CONTRACTORS:**
   A. For any mechanical work on this project, at least one person installing mechanical work must have a valid and current certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed mechanical activities.
   B. For any electrical work on this project, at least one person installing electrical work must have a valid and current certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed electrical activities.
   C. For any plumbing work on this project, at least one person installing plumbing work must have a valid and current certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed plumbing activities.
   D. Utility Contractors must be State of Georgia Licensed and comply with Georgia Code 43-14, HB 1300 and shall be on the Athens Clarke County approved list of utility contractors.
   E. Certified Welders: For any welding work on this project, all welders installing welding work must have a valid and current year certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed welding activities. A University of Georgia Fire Safety Division Hot Work Permit is required.
7. CLEAN WATER ACT, GEORGIA WATER QUALITY CONTROL ACT, AND GEORGIA SOIL EROSION AND SEDIMENTATION ACT:

A. This project is located within a watershed that may drain into waters of the United States or the State of Georgia and storm water inlets and storm drainage associated with the project may drain directly into waters of the United States or the State of Georgia or lands within the State of Georgia. All such waters and lands shall be protected from the discharge of any pollutant. The Contractor shall insure that all construction activities conducted on the project site comply with all applicable provisions of the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, and any rules, regulations, local ordinances and permits promulgated or issued thereunder. The scope of this project may require coverage under the NPDES Storm Water Discharges Associated with Construction Activities permit and may require a Land Disturbance Activity permit issued by a local issuing authority.

B. The Contractor shall develop, implement, and maintain a site specific spill response plan for the project that addresses loading and unloading, storage, and usage of containers and materials with the potential for spillage, leakage, or other discharges and a site specific erosion, sedimentation, and pollution control plan. The Contractor shall maintain environmental spill kits on site at all times and shall insure that site personnel are properly and adequately trained on the use of the spill kits.

C. The Contractor shall not conduct any construction activities within a twenty-five (25) foot buffer along the banks of any waters of the State of Georgia, unless a variance for this project has been issued by the Georgia Environmental Protection Division.

D. The Contractor shall not conduct any construction activities within a fifty (50) foot buffer along the banks of any waters of the State of Georgia that is classified as trout waters, unless a variance for this project has been issued by the Georgia Environmental Protection Division.

E. The Contractor shall employ Best Management Practices (BMP’s) which are consistent with and no less stringent than those practices contained in the most current “Manual for Erosion and Sediment Control in Georgia” published by the State Soil and Water Commission. If BMPs are not functioning as designed, the Contractor shall immediately notify the Owner’s Representative and the Design Professional verbally and in writing. If the BMPs required by the contract documents are more stringent than those required by the most current “Manual for Erosion and Sediment Control in Georgia”, then the requirements of the contract shall apply.

F. The Contractor site superintendent must have a current Georgia Soil and Water Conservation Commission Level 1A Certification. An individual with a current Georgia Soil and Water Conservation Commission Level 1A Certification must be on site at all times that land disturbing activities are being performed.

G. If the project requires a Land Disturbance Activity Permit, prior to starting any land disturbing activities, the Contractor shall obtain the necessary Land Disturbing Activity Permit from the Local Issuing Authority and shall identify itself as the 24 hour contact. The Contractor shall comply with all requirements of the Local Issuing Authority.

H. If the project requires coverage under the NPDES Storm Water Discharges Associated with Construction Activities Permit, the Contractor shall:

i. Sign the NPDES permit Notice of Intent promptly upon request of the Owner or Design Professional and prior to beginning any construction activity on site. The Contractor and Owner shall be joint Primary Permittees. As the entity that has the primary day to day operational control of those activities at the construction site necessary to ensure compliance with Erosion, Sedimentation and Pollution Control Plan requirements and permit conditions, the Contractor shall be the Operator;
ii. Insure complete implementation of the Erosion Sedimentation & Pollution Control Plan (Plan).

iii. Within 24 hours of the installation of the initial sediment storage requirements and perimeter control BMPs, the Contractor shall notify, in writing (email is acceptable), the Owner’s Representative and the Design Professional stating that the initial installation is complete and ready for inspection. The design professional who prepared the erosion, sedimentation and pollution control plan shall issue a letter of compliance or a letter listing deficiencies. The Contractor shall correct any deficiencies documented within two (2) days of receipt of that letter and shall schedule any follow-up inspections necessary to comply with the requirements of the Permit, and insure that a letter of compliance is received from the Design Professional and placed in the site records.

iv. Insure daily inspections of vehicle entrances and exits and areas where petroleum products are used, stored, or handled are conducted and documented in a daily inspection report by Level 1A certified personnel. Daily Inspection reports must include:
   a. Name of inspector
   b. Date of inspection
   c. Observations
   d. Corrective actions taken
   e. Any incidents of noncompliance
   f. Signature of certified inspector
   g. Where reports do not identify incidents of noncompliance, a certification that the entrances and exits and areas where petroleum products are used, stored, or handled are in compliance with the Plan and the Permit must be included
   h. All daily inspection reports must be retained in the site records.

v. Maintain a daily rainfall log indicating the amount of rainfall at the site during each 24-hour period. The rainfall log must have an entry for each twenty-four hour period from the commencement of construction until the Notice of Termination is properly submitted.

vi. Maintain all records required by the Permit on site. The records shall be up to date, in chronological order and readily available for review. The records shall include at a minimum:
   a. A field set of as-built documents indicating any revisions to the civil and erosion sedimentation and pollution control drawings. Any revision on the field set of as-built drawings must be marked on the contract documents and shall be signed and dated by the engineer of record
   b. Completed NOI form with certified mail receipt (request from Design Professional or Owner’s Representative if Contractor doesn’t have a copy)
   c. Documentation of fee payment with certified mail receipt (request from Design Professional or Owner’s Representative if Contractor doesn’t have a copy)
   d. 7-day inspection letter of compliance from the Design Professional
   e. Daily, weekly, and post ½-inch rain event inspection reports generated by the Contractor and/or the testing agency retained by Owner (“Owner’s Testing Agency”).
   f. Rainfall data
   g. Turbidity sampling results with certified mail receipts issued by the Owner’s Testing Agency (request from Design Professional or Owner’s Representative if CM/GC doesn’t have a copy)
h. Summary reports of inspections and violation records with certified mail receipts (request from Design Professional or Owner’s Representative if CM/GC doesn’t have a copy). Upon signing the Notice of Termination, provide to the Project Manager an electronic scanned copy of all records a. thru h. listed above.

vii. Sign NPDES General Permit Notice of Termination promptly after the Design Professional and/or the Owner’s Testing Agency issue a written statement that the project site has undergone final stabilization and that all storm water discharges associated with the construction activity that were authorized by the Permit have ceased.

8. DUTY TO NOTIFY AND CORRECTING THE WORK

A. The Contractor shall immediately document in the site records and notify the Owner’s Representative with a phone call and in writing, of the receipt of any warnings, citations, notices of permit violations or deficiencies, and/or stop work orders received from the Local Issuing Authority and/or the Georgia Environmental Protection Division and/or the United States Environmental Protection Agency. The Contractor shall immediately provide copies of any written warnings or citations or other noncompliance notices received to the Owner’s Representative. Within 12 hours of receiving any warnings or citations, the Contractor shall inform the Owner’s Representative in writing of the corrective actions that the Contractor shall implement.

B. The Contractor shall complete corrective action within 24 hours or prior to any impending rain events, whichever is sooner, of receiving any warnings, citations, letters, emails, or other notices citing violations or deficiencies, from the Local Issuing Authority, the Georgia Environmental Protection Division, the United States Environmental Protection Agency, Design Professional, or the Owner’s Testing Agency related to the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, and/or the Land Disturbance Activities Permit or the NPDES Permit.

   i. If the appropriate corrective action is beyond the expertise of the Contractor or will involve a change in design, construction, operation, or maintenance, which has a significant effect on a BMP with a hydraulic component, the Contractor must immediately notify the Owner’s Representative and the Design Professional and follow their direction for implementing the corrective action.

   ii. If the appropriate corrective action is within the expertise of the Contractor and does not involve a change in design, construction, operation, or maintenance, which has a significant effect on a BMP with a hydraulic component, the Contractor shall implement the corrective action, note the change or action taken on the site Plan and have the revision on the site plan signed and dated by the Design Professional on their next visit to the site as being an acceptable and appropriate change or corrective action.

C. The General Requirements 3.4.1 Correcting the Work is modified as follows related to a corrective action not being completed by the Contractor within 24 hours or prior to any impending rain events, whichever is sooner, of receipt of the warning, citation, or other form of documentation with deficiencies:

   i. Any warning or citation issued by the Local Issuing Authority, the Georgia Environmental Protection Division, the United States Environmental Protection Agency, or a deficiency documented in the Owner’s Testing Agency’s report or the Design Professional, which
may be issued as an email, shall serve as the Notice of Non-Compliant Work referenced in the General Requirements 3.4.1.1.

ii. The General Requirements 3.4.1.6. The Owner’s Right to Correct Work shall be modified so that the ‘after three days written notice’ shall be replaced with ‘after 24 hours or prior to any impending rain events, whichever is sooner, after written notice’.

D. After completion of the required corrective actions, the Contractor shall contact the Owner’s Representative and the entity that cited the deficiencies and request a re-inspection.

E. Any fines, penalties, or negotiated settlements resulting from the noncompliance with the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, Land Disturbance Activities Permit, NPDES Permit, or any rules, regulations, local ordinances and permits promulgated or issued thereunder on the part of the Contractor or any subcontractor shall be paid in full by the Contractor with no cost to the Owner. The Contractor may not request a Change Order to pay for any fines, penalties or negotiated settlements.

9. DEFAULT AND STOP WORK / TERMINATE FOR CAUSE

A. The issuance of a citation or other noncompliance notice by the Design Professional, United States Environmental Protection Agency, the Georgia Environmental Protection Division, or a Local Issuing Authority related to the Clean Water Act, the Georgia Water Quality Control Act, or the Georgia Soil Erosion and Sedimentation Act, Land Disturbance Activities Permit, NPDES Permit, or any rules, regulations, local ordinances or permits promulgated or issued thereunder, is sufficient cause for the Owner to stop work for the entire project at the cost of the Contractor until the citation deficiencies are remediated to the satisfaction of the Owner. For this situation, the General Requirements 5.1.2 Owner’s Right to stop work is modified as follows: “The Owner and / or the Owner’s Representative reserves the right, upon the issuance of a citation or other noncompliance notice by the Design Professional, United States Environmental Protection Agency, the Georgia Environmental Protection Division, or a Local Issuing Authority, to immediately stop the work of the entire project by oral direction, at the Owner’s or Owner’s Representative’s sole discretion, in conjunction with written notice provided to the Contractor within 24 hours. The Contractor shall be solely responsible for all costs incurred by the Contractor in connection with the stop work order including any overtime or other expenses required to achieve the material completion and occupancy date. The Contractor may not use Contractor Contingency to offset any costs related to the stop work order. The Contractor will not be granted a time extension for work time lost to a stop work order due to any such citation or other noncompliance notice.”

B. Non-compliance with any applicable portion of the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, the Land Disturbance Activities Permit, the NPDES Permit, or any rules, regulations, local ordinances or permits promulgated or issued thereunder, is sufficient cause for the Owner to terminate the Contract for cause per General Requirements 5.3.2 Owner’s Right to Declare Default and / or Terminate Contract for Cause. The Contractor’s failure to correct work for any warnings or citations within the 24 hours is sufficient cause for the Owner to terminate the Contract with cause per General Requirements 5.3.2 Owner’s Right to Declare Default and / or Terminate Contract for Cause.

10. FIRE MARSHAL INSPECTIONS: For General Requirements replace 3.4.2.3.1 in its entirety with the following: “The State Fire Marshal and the University of Georgia Fire Safety Division may make inspections at any time. It shall be the responsibility of the Contractor to request an inspection at 80% percent completion and at 100% completion and to give notice when all items on the 100% inspection
report have been completed. Written requests for inspections shall be made to the Owner’s Representative and shall not be made directly to the State Fire Marshal and/or the University of Georgia Fire Safety Division.”

11. NORMAL WORKING TIMES: It is customary that all work under this contract be performed on normal working days. Normal working days are defined as Monday through Friday from ______ am until ____ pm excluding Georgia State holidays. Work during other than normal times to include weekends, holidays and after-hours shall be coordinated with and subject to approval by the Owner. A minimum of 72-hours notice is required for the Owner to make all necessary arrangements and such work shall be scheduled at the convenience of the Owner.

12. OFFICE FOR CONTRACT COMPLIANCE SPECIALIST (CCS): Delete General Requirements 1.7.5.

13. 24 HOUR EMERGENCY CONTACT: Prior to commencing work on site the Contractor shall forward to the Owner’s Representative the 24 hour contact information for the project site. If the information changes at any time during the contract, the Contractor shall immediately provide updated information. This contact information will be shared with the University of Georgia Police Department.

14. CONSTRUCTION RESTRICTIONS:
   A. EXISTING FACILITIES: The work to be performed under this contract is located within the University of Georgia’s (UGA) main campus area. Existing UGA facilities to include, but not limited to ______________________________________________ will be occupied during the life of this contract. The Contractor shall schedule his work and coordinate his labor equipment in such a manner as to NOT interfere with access to and operation of these facilities.
   B. BUS OPERATIONS: University of Georgia (UGA) bus system operates routes along _______________ Streets. The Athens-Clarke County (ACC) bus system operates routes along _______________ Streets. The Contractor shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and operation of these bus routes.
   C. PEDESTRIAN WALKWAY: The Contractor is advised and cautioned that the ______________ Street sidewalk is a major pedestrian corridor. The Contractor shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and movement along this pedestrian corridor. The Contractor shall clearly designate walkways and provide protective measures to ensure the safe movement of pedestrians around the construction site.
   D. NORFOLK-SOUTHERN RAILROAD: The construction limits of this work are directly adjacent to and bordered on the eastern side by the Norfolk-Southern Railroad Right-of-Way. This is an active line with weekly rail movements. The Contractor shall NOT encroach upon nor interfere with the railroad right-of-way and operations at any time.
   E. ROADWAY & PARKING LOT CLOSINGS: Roadway and parking lot use, blocking and closing shall be subject to approval by the Owner. A minimum of 72-hours notice is required for the Owner to make all necessary arrangements for this work, and such work shall be scheduled at the convenience of the Owner. Roadways and parking lots shall not be blocked for extended periods of time. Contractor shall provide adequate traffic warning methods and devices in accordance with Georgia Department of Transportation standards to warn motorist and pedestrians of any obstructions within the Right-of-Way of the roadway. Contractor shall obtain land and road closure permits as required by the Owner through Athens-Clarke County.
F. RESIDENT HALL NOISE CONTROL: Beginning (Date), (Residence Hall name) shall be occupied. Effective (date), Contractor shall not begin work prior to 9:00 am and shall cease work prior to 7:00 pm (weekday & weekend). In the event this contract work extends into final exam week, all work shall be suspended beginning with Reading Day through last day of Final Exams. (See UGA Master Schedule for exact dates).

G. The Contractor shall make the construction site available and accessible to the University of Georgia Facilities Management Division and any other Owner retained contractors to complete work within the site to include repairs and renovation of existing buildings, utilities, hardscape and landscape. Contractor shall coordinate his schedule with other contractors as approved by Owner to ensure a complete and usable facility.

H. Other projects under construction in this area include, but are not limited to _______________________________. Contractor shall coordinate and schedule his work NOT to interfere with these projects.

15. GEORGIA ENVIRONMENTAL POLICY ACT: In accordance with Georgia state law, a Georgia Environmental Policy Act (GEPA) evaluation was completed and a determination made that the proposed project will not have any significant adverse environmental impacts. The Contractor, in undertaking this work, becomes a steward of air, land, water, plants, animals and environmental, historical and cultural resources. As such the Contractor shall perform all work in accordance with local, state and federal rules and regulations governing the protection of these resources.

16. CLEANING: For General Requirements 3.1.13.1, add following “Periodically during the course of the Work, and at least daily, all debris, trash or unsuitable materials resulting from construction removed from Owner’s property shall be disposed of legally in accordance with all applicable Federal, State and Local laws and codes.” Contractor shall include associated cleaning costs in the Bid. Debris shall not be placed in University of Georgia trash containers but instead shall be placed in dumpsters or other facilities provided by the Contractor for this purpose.

17. HAZARDOUS MATERIALS:
   A. GENERAL: Any statement contained herein regarding the presence of hazardous materials (such as asbestos, lead based paint, Polychlorinated Biphenyls (PCBs) etc.) or absence of hazardous containing materials is based on the best current information in the Owner’s possession. Since asbestos and lead based paint were commonly used in construction materials, asbestos-containing, lead based paint containing materials or other hazardous materials may be encountered during the execution of work under this contract. The Contractor shall exercise extreme care when demolishing, repairing or otherwise disturbing existing work. The Contractor shall cease work immediately if suspected hazardous containing materials are encountered in the work, and notify the Owner in writing of each incident. The Owner shall cooperate with the Contractor, and shall perform all requisite testing to confirm the presence or absence of hazardous containing materials for each reported incident. However, the Owner cannot guarantee that the site of the work included under this contract is completely free from hazardous materials. (See General Requirements 1.6.1).
   B. SURVEY: A pre-construction hazardous materials survey was / was not conducted. A copy of the report may be obtained from the Owner’s Representative. The following is a brief summary of the report: ______________________________.
18. WORK ON PUBLIC STREETS & ROADS: Any work or activity on
 Streets that interferes with traffic movement to include, but not limited to, borings, pavement cuts, open trenches, pavement patches, re-surfacing, street closings, detours and one-way traffic shall be coordinated with the local Public Works Department and the Owner at least five working days in advance. The Contractor shall be solely responsible for obtaining necessary permits from the local Public Works Department to include completing forms and paying all fees.

19. MARKED-UP CONSTRUCTION DOCUMENTS: For General Requirements 2.2.2.3 and 6.4.1.2.3, the Contractor shall also provide the Owner’s Representative with one complete sets of Marked-up Construction Documents as well as one read-only electronic version of the Marked-up Construction Documents.

20. OPERATIONS AND MAINTENANCE DATA AND INSTRUCTIONS AND TRAINING: In addition to the General Requirements 6.4.1.2.4, the Contractor shall provide the Owner’s Representative with a read-only electronic version and 1 hardcopies of all written materials related to operations and maintenance. Training shall be completed prior Material Completion of the project.

21. READ-ONLY ELECTRONIC VERSION: Any references to ‘read-only electronic version’ in the General Requirements and / or in the University of Georgia Special Conditions shall mean the in the latest version of the software format by Adobe and shall be a ‘.pdf’ file format.

22. SUBMITTALS:
   A. Any costs associated with submittals shall be included in the Bid.
   B. ELECTRONIC SUBMITTALS: For General Requirements 2.2.5.2 electronic read-only submittals are acceptable. The Contractor and the Design Professional shall stamp and sign the submittals, then scan and distribute the documents including electronic copies to the Owner’s Representative if requested. At the end of the project the Contractor shall furnish one complete electronic set of all of the electronic read-only approved submittals to the Design Professional and the Owner’s Representative. In addition the Contractor shall provide one hard copy set of the complete set of approved submittals to the Owner’s Representative.
   C. HARD COPY SUBMITTALS: For General Requirements 2.2.5.2, if electronic submittals are not used for this project, then the Contractor shall submit four (4) hard copies of all required submittals to the Design Professional. The approved hard copies shall be distributed with 1 hard copy to the Design Professional; 1 copy to the Owner’s Representative; and 2 copies to Contractor. At the end of the project the Contractor shall furnish one complete electronic read-only set of all of the approved submittals to Owner’s Representative.
1. **GENERAL**
   
   A. UGA Special Conditions accompany the Board of Regents July 2010 versions of the contracts. Template forms are included in the Standard for reference. The Project Manager will edit the applicable template for each project and issue at the appropriate time and the version edited for the project will be incorporated into the Contract.
   
   B. There are three delivery methods and there is a UGA Special Conditions for each type of contract. The following template is: UGA Special Conditions for Design Build Project.
Project No. _________________________

Project Name and Description: ______________________________________________________

1. **OWNER:** Wherever the term Owner appears in the University of Georgia Special Conditions it shall mean the Board of Regents of the University System of Georgia by and on behalf of the Using Agency, The University of Georgia.

2. **UGA DESIGN & CONSTRUCTION STANDARDS:** The Design-Builder shall comply with the requirements set forth in the “UGA DESIGN & CONSTRUCTION STANDARDS” dated ________ and available at www.architects.uga.edu/standards.

3. **COPIES OF NOTICES:** For General Requirements 1.1.5.2, in addition to the Owner and the Owner’s Representative, any notice, request, or demand filed by the Design-Builder shall also be furnished to: Jessica Beri, Senior Procurement Specialist, University of Georgia Procurement Office, 0301A Business Services, 424 E. Broad Street, Athens, GA 30602.

4. **SAFETY & SECURITY:** The costs for all references in the University of Georgia Special Conditions for safety & security shall be included in the Design-Builder Overhead Cost. This includes, but is not limited to, fencing, barricades, traffic control and temporary signage.

5. **STATE OF GEORGIA LICENSED SUB-CONTRACTORS:**
   A. For any mechanical work on this project, at least one person installing mechanical work must have a valid and current certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed mechanical activities.
   B. For any electrical work on this project, at least one person installing electrical work must have a valid and current certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed electrical activities.
   C. For any plumbing work on this project, at least one person installing plumbing work must have a valid and current certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed plumbing activities.
   D. Utility Contractors must be State of Georgia Licensed and comply with Georgia Code 43-14, HB 1300 and shall be on the Athens Clarke County approved list of utility contractors.
   E. Certified Welders: For any welding work on this project, all welders installing welding work must have a valid and current year certification of registration issued by the Georgia State Construction Industry Licensing Board to engage in prescribed welding activities. A University of Georgia Fire Safety Division Hot Work Permit is required.

6. **CLEAN WATER ACT, GEORGIA WATER QUALITY CONTROL ACT, AND GEORGIA SOIL EROSION AND SEDIMENTATION ACT:**
   A. This project is located within a watershed that may drain into waters of the United States or the State of Georgia and storm water inlets and storm drainage associated with the project may drain directly into waters of the United States or the State of Georgia or lands within the State of Georgia. All such waters and lands shall be protected from the discharge of any pollutant. The
Design-Builder shall insure that all construction activities conducted on the project site comply with all applicable provisions of the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, and any rules, regulations, local ordinances and permits promulgated or issued thereunder. The scope of this project may require coverage under the NPDES Storm Water Discharges Associated with Construction Activities permit and may require a Land Disturbance Activity permit issued by a local issuing authority.

B. The Design-Builder shall develop, implement, and maintain a site specific spill response plan for the project that addresses loading and unloading, storage, and usage of containers and materials with the potential for spillage, leakage, or other discharges and a site specific erosion, sedimentation, and pollution control plan. The Design-Builder shall maintain environmental spill kits on site at all times and shall insure that site personnel are properly and adequately trained on the use of the spill kits.

C. The Design-Builder shall not conduct any construction activities within a twenty-five (25) foot buffer along the banks of any waters of the State of Georgia, unless a variance for this project has been issued by the Georgia Environmental Protection Division.

D. The Design-Builder shall not conduct any construction activities within a fifty (50) foot buffer along the banks of any waters of the State of Georgia that is classified as trout waters, unless a variance for this project has been issued by the Georgia Environmental Protection Division.

E. The Design-Builder shall employ Best Management Practices (BMP’s) which are consistent with and no less stringent than those practices contained in the most current “Manual for Erosion and Sediment Control in Georgia” published by the State Soil and Water Commission. If BMPs are not functioning as designed, the Design-Builder shall immediately notify the Owner’s Representative and the Design Professional verbally and in writing. If the BMPs required by the contract documents are more stringent than those required by the most current “Manual for Erosion and Sediment Control in Georgia”, then the requirements of the contract shall apply.

F. The Design-Builder site superintendent must have a current Georgia Soil and Water Conservation Commission Level 1A Certification. An individual with a current Georgia Soil and Water Conservation Commission Level 1A Certification must be on site at all times that land disturbing activities are being performed.

G. If the project requires a Land Disturbance Activity Permit, prior to starting any land disturbing activities, the Design-Builder shall obtain the necessary Land Disturbing Activity Permit from the Local Issuing Authority and shall identify itself as the 24 hour contact. The Design-Builder shall comply with all requirements of the Local Issuing Authority.

H. If the project requires coverage under the NPDES Storm Water Discharges Associated with Construction Activities Permit, the Design-Builder shall:
   i. Sign the NPDES permit Notice of Intent promptly upon request of the Owner or Design Professional and prior to beginning any construction activity on site. The Design-Builder and Owner shall be joint Primary Permittees. As the entity that has the primary day to day operational control of those activities at the construction site necessary to ensure compliance with Erosion, Sedimentation and Pollution Control Plan requirements and permit conditions, the Design-Builder shall be the Operator;
   ii. Insure complete implementation of the Erosion Sedimentation & Pollution Control Plan (Plan).
   iii. Within 24 hours of the installation of the initial sediment storage requirements and perimeter control BMPs, the Design-Builder shall notify, in writing (email is acceptable), the Owner’s Representative and the Design Professional stating that the initial installation is complete and ready for inspection. The design professional who prepared
the erosion, sedimentation and pollution control plan shall issue a letter of compliance or a letter listing deficiencies. The Design-Builder shall correct any deficiencies documented within two (2) days of receipt of that letter and shall schedule any follow-up inspections necessary to comply with the requirements of the Permit, and insure that a letter of compliance is received from the Design Professional and placed in the site records.

iv. Insure daily inspections of vehicle entrances and exits and areas where petroleum products are used, stored, or handled are conducted and documented in a daily inspection report by Level 1A certified personnel. Daily Inspection reports must include:
   a. Name of inspector
   b. Date of inspection
   c. Observations
   d. Corrective actions taken
   e. Any incidents of noncompliance
   f. Signature of certified inspector
   g. Where reports do not identify incidents of noncompliance, a certification that the entrances and exits and areas where petroleum products are used, stored, or handled are in compliance with the Plan and the Permit must be included
   h. All daily inspection reports must be retained in the site records.

v. Maintain a daily rainfall log indicating the amount of rainfall at the site during each 24-hour period. The rainfall log must have an entry for each twenty-four hour period from the commencement of construction until the Notice of Termination is properly submitted.

vi. Maintain all records required by the Permit on site. The records shall be up to date, in chronological order and readily available for review. The records shall include at a minimum:
   a. A field set of as-built documents indicating any revisions to the civil and erosion sedimentation and pollution control drawings. Any revision on the field set of as-built drawings must be marked on the contract documents and shall be signed and dated by the engineer of record
   b. Completed NOI form with certified mail receipt (request from Design Professional or Owner’s Representative if Design-Builder doesn’t have a copy)
   c. Documentation of fee payment with certified mail receipt (request from Design Professional or Owner’s Representative if Design-Builder doesn’t have a copy)
   d. 7-day inspection letter of compliance from the Design Professional
   e. Daily, weekly, and post ½-inch rain event inspection reports generated by the Design-Builder and/or the testing agency retained by Owner (“Owner’s Testing Agency”).
   f. Rainfall data
   g. Turbidity sampling results with certified mail receipts issued by the Owner’s Testing Agency (request from Design Professional or Owner’s Representative if Design-Builder doesn’t have a copy)
   h. Summary reports of inspections and violation records with certified mail receipts (request from Design Professional or Owner’s Representative if Design-Builder doesn’t have a copy). Upon signing the Notice of Termination, provide to the Project Manager an electronic scanned copy of all records a. thru h. listed above.
vii. Sign NPDES General Permit Notice of Termination promptly after the Design Professional and / or the Owner’s Testing Agency issue a written statement that the project site has undergone final stabilization and that all storm water discharges associated with the construction activity that were authorized by the Permit have ceased.

7. DUTY TO NOTIFY AND CORRECTING THE WORK

A. The Design-Builder shall immediately document in the site records and notify the Owner’s Representative with a phone call and in writing, of the receipt of any warnings, citations, notices of permit violations or deficiencies, and / or stop work orders received from the Local Issuing Authority and /or the Georgia Environmental Protection Division and / or the United States Environmental Protection Agency. The Design-Builder shall immediately provide copies of any written warnings or citations or other noncompliance notices received to the Owner’s Representative. Within 12 hours of receiving any warnings or citations, the Design-Builder shall inform the Owner’s Representative in writing of the corrective actions that the Design-Builder shall implement.

B. The Design-Builder shall complete corrective action within 24 hours or prior to any impending rain events, whichever is sooner, of receiving any warnings, citations, letters, emails, or other notices citing violations or deficiencies, from the Local Issuing Authority, the Georgia Environmental Protection Division, the United States Environmental Protection Agency, Design Professional, or the Owner’s Testing Agency related to the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, and / or the Land Disturbance Activities Permit or the NPDES Permit.

   i. If the appropriate corrective action is beyond the expertise of the Design-Builder or will involve a change in design, construction, operation, or maintenance, which has a significant effect on a BMP with a hydraulic component, the Design-Builder must immediately notify the Owner’s Representative and the Design Professional and follow their direction for implementing the corrective action.

   ii. If the appropriate corrective action is within the expertise of the Design-Builder and does not involve a change in design, construction, operation, or maintenance, which has a significant effect on a BMP with a hydraulic component, the Design-Builder shall implement the corrective action, note the change or action taken on the site Plan and have the revision on the site plan signed and dated by the Design Professional on their next visit to the site as being an acceptable and appropriate change or corrective action.

C. The General Requirements 3.6.2 Correcting the Work is modified as follows related to a corrective action not being completed by the Design-Builder within 24 hours or prior to any impending rain events, whichever is sooner, of receipt of the warning, citation, or other form of documentation with deficiencies:

   i. Any warning or citation issued by the Local Issuing Authority, the Georgia Environmental Protection Division, the United States Environmental Protection Agency, or a deficiency documented in the Owner’s Testing Agency’s report or the Design Professional, which may be issued as an email, shall serve as the Notice of Non-Compliant Work referenced in the General Requirements 3.6.2.1.

   ii. The General Requirements 3.6.2.6 The Owner’s Right to Correct Work shall be modified so that the ‘after three days written notice’ shall be replaced with ‘after 24 hours or prior to any impending rain events, whichever is sooner, after written notice’.
D. After completion of the required corrective actions, the Design-Builder shall contact the Owner’s Representative and the entity that cited the deficiencies and request a re-inspection.

E. Any fines, penalties, or negotiated settlements resulting from the noncompliance with the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, Land Disturbance Activities Permit, NPDES Permit, or any rules, regulations, local ordinances and permits promulgated or issued thereunder on the part of the Design-Builder or any subcontractor shall be paid in full by the Design-Builder with no cost to the Owner. The Design-Builder may not use Design-Builder Contingency or charge the Cost of the Work to pay for any fines, penalties or negotiated settlements.

8. DEFAULT AND STOP WORK / TERMINATE FOR CAUSE

A. The issuance of a citation or other noncompliance notice by the Design Professional, United States Environmental Protection Agency, the Georgia Environmental Protection Division, or a Local Issuing Authority related to the Clean Water Act, the Georgia Water Quality Control Act, or the Georgia Soil Erosion and Sedimentation Act, Land Disturbance Activities Permit, NPDES Permit, or any rules, regulations, local ordinances or permits promulgated or issued thereunder, is sufficient cause for the Owner to stop work for the entire project at the cost of the Design-Builder until the citation deficiencies are remediated to the satisfaction of the Owner. For this situation, the General Requirements 5.1.2 Owner’s and Program Manager’s Right to stop work is modified as follows: “The Owner and / or the Owner’s Representative reserves the right, upon the issuance of a citation or other noncompliance notice by the Design Professional, United States Environmental Protection Agency, the Georgia Environmental Protection Division, or a Local Issuing Authority, to immediately stop the work of the entire project by oral direction, at the Owner’s or Owner’s Representative’s sole discretion, in conjunction with written notice provided to the Design-Builder within 24 hours. The Design-Builder shall be solely responsible for all costs incurred by the Design-Builder in connection with the stop work order including any overtime or other expenses required to achieve the material completion and occupancy date. The Design-Builder may not use Design-Builder Contingency to offset any costs related to the stop work order. The Design-Builder will not be granted a time extension for work time lost to a stop work order due to any such citation or other noncompliance notice.”

B. Non-compliance with any applicable portion of the Clean Water Act, the Georgia Water Quality Control Act, the Georgia Soil Erosion and Sedimentation Act, the Land Disturbance Activities Permit, the NPDES Permit, or any rules, regulations, local ordinances or permits promulgated or issued thereunder, is sufficient cause for the Owner to terminate the Contract for cause per General Requirements 5.3.2 Owner’s Right to Declare Default and / or Terminate Contract for Cause. The Design-Builder’s failure to correct work for any warnings or citations within the 24 hours is sufficient cause for the Owner to terminate the Contract with cause per General Requirements 5.3.2 Owner’s Right to Declare Default and / or Terminate Contract for Cause.

9. FIRE MARSHAL INSPECTIONS: For General Requirements replace 3.6.4.3.1 in its entirety with the following: “The State Fire Marshal and the University of Georgia Fire Safety Division may make inspections at any time. It shall be the responsibility of the Design-Builder to request an inspection at 80% percent completion and at 100% completion and to give notice when all items on the 100% inspection report have been completed. Written requests for inspections shall be made to the Owner’s Representative and shall not be made directly to the State Fire Marshal and /or the University of Georgia Fire Safety Division.”
10. NORMAL WORKING TIMES: It is customary that all work under this contract be performed on normal working days. Normal working days are defined as Monday through Friday from ______ am until _____ pm excluding Georgia State holidays. Work during other than normal times to include weekends, holidays and after-hours shall be coordinated with and subject to approval by the Owner. A minimum of 72-hours notice is required for the Owner to make all necessary arrangements and such work shall be scheduled at the convenience of the Owner.

11. OFFICE FOR CONTRACT COMPLIANCE SPECIALIST (CCS): Delete General Requirements 1.7.5

12. 24 HOUR EMERGENCY CONTACT: Prior to commencing work on site the Design-Builder shall forward to the Owner’s Representative the 24 hour contact information for the project site. If the information changes at any time during the contract, the Design-Builder shall immediately provide updated information. This contact information will be shared with the University of Georgia Police Department.

13. CONSTRUCTION RESTRICTIONS:

A. EXISTING FACILITIES: The work to be performed under this contract is located within the University of Georgia’s (UGA) main campus area. Existing UGA facilities to include, but not limited to _______________________________________________ will be occupied during the life of this contract. The Design-Builder shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and operation of these facilities.

B. BUS OPERATIONS: University of Georgia (UGA) bus system operates routes along ____________________________________________ Streets. The Athens-Clarke County (ACC) bus system operates routes along ____________________________ Streets. The Design-Builder shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and operation of these bus routes.

C. PEDESTRIAN WALKWAY: The Design-Builder is advised and cautioned that the _______________ Street sidewalk is a major pedestrian corridor. The Design-Builder shall schedule his work and coordinate his labor and equipment in such a manner as to NOT interfere with access to and movement along this pedestrian corridor. The Design-Builder shall clearly designate walkways and provide protective measures to ensure the safe movement of pedestrians around the construction site.

D. NORFOLK-SOUTHERN RAILROAD: The construction limits of this work are directly adjacent to and bordered on the eastern side by the Norfolk-Southern Railroad Right-of-Way. This is an active line with weekly rail movements. The Design-Builder shall NOT encroach upon nor interfere with the railroad right-of-way and operations at any time.

E. ROADWAY & PARKING LOT CLOSINGS: Roadway and parking lot use, blocking and closing shall be subject to approval by the Owner. A minimum of 72-hours notice is required for the Owner to make all necessary arrangements for this work, and such work shall be scheduled at the convenience of the Owner. Roadways and parking lots shall not be blocked for extended periods of time. Design-Builder shall provide adequate traffic warning methods and devices in accordance with Georgia Department of Transportation standards to warn motorist and pedestrians of any obstructions within the Right-of-Way of the roadway. Design-Builder shall obtain land and road closure permits as required by the Owner through Athens-Clarke County.

F. RESIDENT HALL NOISE CONTROL: Beginning (Date), (Residence Hall name) shall be occupied. Effective (date), Design-Builder shall not begin work prior to 9:00 am and shall cease work prior to 7:00 pm (weekday & weekend). In the event this contract work extends into final exam week,
all work shall be suspended beginning with Reading Day through last day of Final Exams. (See UGA Master Schedule for exact dates).

G. The Design-Builder shall make the construction site available and accessible to the University of Georgia Facilities Management Division and any other Owner retained contractors to complete work within the site to include repairs and renovation of existing buildings, utilities, hardscape and landscape. Design-Builder shall coordinate his schedule with other contractors as approved by Owner to ensure a complete and usable facility.

H. Other projects under construction in this area include, but are not limited to ___________________________________. Design-Builder shall coordinate and schedule his work NOT to interfere with these projects.

14. GEORGIA ENVIRONMENTAL POLICY ACT: (if not applicable delete this entire section) In accordance with Georgia state law, a Georgia Environmental Policy Act (GEPA) evaluation was completed and a determination made that the proposed project will not have any significant adverse environmental impacts. The Design-Builder, in undertaking this work, becomes a steward of air, land, water, plants, animals and environmental, historical and cultural resources. As such the Design-Builder shall perform all work in accordance with local, state and federal rules and regulations governing the protection of these resources.

15. CLEANING: For General Requirements 3.1.13.1, add following “Periodically during the course of the Work, and at least daily, all debris, trash or unsuitable materials resulting from construction removed from Owner’s property shall be disposed of legally in accordance with all applicable Federal, State and Local laws and codes.” Design-Builder shall include associated cleaning costs in the Design-Builder Overhead Cost. Debris shall not be placed in University of Georgia trash containers but instead shall be placed in dumpsters or other facilities provided by the Design-Builder for this purpose.

16. HAZARDOUS MATERIALS:
   A. GENERAL: Any statement contained herein regarding the presence of hazardous materials (such as asbestos, lead based paint, Polychlorinated Biphenyls (PCBs) etc.) or absence of hazardous containing materials is based on the best current information in the Owner’s possession. Since asbestos and lead based paint were commonly used in construction materials, asbestos-containing, lead based paint containing materials or other hazardous materials may be encountered during the execution of work under this contract. The Design-Builder shall exercise extreme care when demolishing, repairing or otherwise disturbing existing work. The Design-Builder shall cease work immediately if suspected hazardous containing materials are encountered in the work, and notify the Owner in writing of each incident. The Owner shall cooperate with the Design-Builder, and shall perform all requisite testing to confirm the presence or absence of hazardous containing materials for each reported incident. However, the Owner cannot guarantee that the site of the work included under this contract is completely free from hazardous materials. (See General Requirements 1.6.1).
   B. SURVEY: A pre-construction hazardous materials survey was / was not conducted. A copy of the report may be obtained from the Owner’s Representative. The following is a brief summary of the report: ________________________________.

17. WORK ON PUBLIC STREETS & ROADS: Any work or activity on ______________________Streets that interferes with traffic movement to include, but not limited to, borings, pavement cuts, open trenches, pavement patches, re-surfacing, street
closings, detours and one-way traffic shall be coordinated with the local Public Works Department and
the Owner at least five working days hours in advance. The Design-Builder shall be solely responsible for
obtaining necessary permits from the local Public Works Department to include completing forms and
paying all fees.

18. MARKED-UP CONSTRUCTION DOCUMENTS: For General Requirements 2.3.2.3 and 6.4.1.2.3, the
Design-Builder shall also provide the Owner’s Representative with one complete sets of Marked-up
Construction Documents as well as one read-only electronic version of the Marked-up Construction
Documents.

19. OPERATIONS AND MAINTENANCE DATA AND INSTRUCTIONS AND TRAINING: In addition to the
General Requirements 6.4.1.2.4, the Design-Builder shall provide the Owner’s Representative with a
read-only electronic version and 1 hardcopies of all written materials related to operations and
maintenance. Training shall be completed prior Material Completion of the project.

20. READ-ONLY ELECTRONIC VERSION: Any references to ‘read-only electronic version’ in the General
Requirements and / or in the University of Georgia Special Conditions shall mean the in the latest
version of the software format by Adobe and shall be a ‘.pdf’ file format.

21. SUBMITTALS:
   A. Any costs associated with submittals shall be included in the Design-Builder Overhead Cost.
   B. ELECTRONIC SUBMITTALS: For General Requirements 2.3.4.2 electronic read-only submittals are
      acceptable. The Design-Builder and the Design Professional shall stamp and sign the submittals,
      then scan and distribute the documents including electronic copies to the Owner’s
      Representative if requested. At the end of the project the Design-Builder shall furnish one
      complete electronic set of all of the electronic read-only approved submittals to the Design
      Professional and the Owner’s Representative. In addition the Design-Builder shall provide one
      hard copy set of the complete set of approved submittals to the Owner’s Representative.
   C. HARD COPY SUBMITTALS: For General Requirements 2.3.4.2, if electronic submittals are not
      used for this project, then the Design-Builder shall submit four (4) hard copies of all required
      submittals to the Design Professional. The approved hard copies shall be distributed with 1 hard
      copy to the Design Professional; 1 copy to the Owner’s Representative; and 2 copies to Design-
      Builder. At the end of the project the Design-Builder shall furnish one complete electronic read-
      only set of all of the approved submittals to Owner’s Representative.