PROCESS GUIDE

Process Guide

OBJECT. -- This Guide has been prepared for the convenience of public agencies of the State of Georgia and for the convenience of Design Professionals and engineers employed by them in the design of public buildings. It is suggested that Design Professionals and engineers check the final documents against each item contained in this Guide. All references hereinafter to Design Professional are intended to be and are references to engineer where applicable.

TABLE OF CONTENTS

Design Process	--	Pages 5 - 15
Construction Process	--	Pages 16 - 20
Appendices	--	Pages 21 - 55

Design Process

1. DESIGN PROFESSIONAL CONTRACT. -- The agreement between the DESIGN PROFESSIONAL and the USING AGENCY or the OWNER that defines the scope of services of the DESIGN PROFESSIONAL during the duration of the project. The DESIGN PROFESSIONAL may be employed by the USING AGENCY under the terms of a Design Professional contract prepared by the OWNER and supplied to the USING AGENCY. If so, prior to award of the construction contract the USING AGENCY tenders to the OWNER an assignment of the Design Professional contract. If (a) the construction contract is awarded, and (b) if the assignment is accepted by the Georgia State Financing and Investment Commission (GSFIC), the OWNER becomes the GSFIC under the Design Professional contract.

2. FEES OF DESIGN PROFESSIONALS. --

(a). Responsibility for Payment. If the USING AGENCY has contracted directly with the DESIGN PROFESSIONAL, the USING AGENCY shall pay all Design Professional fees and reimbursables unless the OWNER shall have agreed in writing to make such payments. In the absence of written agreement to the contrary, copy of which shall have been filed with the DESIGN PROFESSIONAL by the OWNER, the OWNER has no duty to pay or see to payment of any fees or reimbursable for Design Professional services.

(b). Design Professional's Budget Certificate. All statements for payment of Design Professional's fees for preparation of plans and specifications must be accompanied by Design Professional's budget certificate (Form No. 3012_004AU), blank copies of which will be furnished to the DESIGN PROFESSIONAL upon request.

(c). Stated Cost Limitation. If the DESIGN PROFESSIONAL'S fees are based on a percentage of the stated cost limitation, no Design Professional fees based upon an estimated cost which exceeds the stated cost limitation established in the Design Professional contract shall be payable. If the DESIGN PROFESSIONAL'S fees are based on a lump sum, the fees will not be changed by an increase in the stated cost limitation unless there is a corresponding increase in the scope of the work and the services provided.

(d). Plat of Boundary Line Survey. The DESIGN PROFESSIONAL may not submit a statement for any design fees until he has received from the USING AGENCY the plat of boundary-line survey to which he is entitled under the Design Professional contract and unless he has himself, already obtained, (a) the plat of survey of building site conditions, and (b) the report of subsurface investigations. All statements for Design Professional fees shall contain the following notation:

(Notation to appear on statements for fees of Design Professionals)

> The DESIGN PROFESSIONAL has been furnished with a plat of a boundary line survey dated (insert date) under cover of a letter of transmittal from the USING AGENCY dated (insert date) on which survey the certificate of the surveyor has been applied, and the DESIGN PROFESSIONAL has obtained a thorough report of subsurface conditions dated (insert date) and a complete plat of "survey of building site conditions" dated (insert date) on which latter survey the surveyor has certified

Obviously no report on subsurface investigations or plat of survey of building site conditions will be required if the commission is limited to the remodeling of the interior of an existing building.

(e). Extra Services. Even though the OWNER shall have agreed to pay or reimburse for fees of the Design Professional, this agreement shall not apply to work covered by the article in the Design Professional contract designated "extra services and special cases" unless the OWNER shall have agreed to the extra charges in writing in advance of the performance of the extra work. This requirement is not intended to restrain the USING AGENCY from authorizing "extra services"; it is only for the purpose of restricting the liability of the OWNER for any costs for "extra services and special cases" to which the OWNER has not agreed in writing.

3. PLOT PLAN. -- The working drawings must include a PLOT PLAN designated as such on the drawing and consisting of one sheet only [REPEAT: ONE SHEET ONLY]. All work shall be sited on the plot plan to scale. In the absence of written consent of the OWNER in advance, the plot plan ...

(a) must be prepared in strict conformity to the plat of boundary-line survey,

(b) must show the outlines of and be limited to the identical property as that shown on the plat of boundary-line survey, and

(c) must be co-extensive with, conterminous with, and have boundary lines that are identical to the boundary lines shown on the plat of boundary line survey.

The plot plan must show complete boundaries on all sides that are in strict correlation with, and form a complete perimeter conforming to, the perimeter shown on the plat of boundary-line survey that is required to be furnished to the DESIGN PROFESSIONAL by the USING AGENCY. In the absence of written consent of the OWNER in advance, DESIGN PROFESSIONAL must show no contours or any other information whatsoever beyond the above-mentioned boundaries as established by the plot plan, with the single exception of electric power lines as referred to in Paragraph 25(b) of this guide. The USING AGENCY agrees to prohibit the DESIGN PROFESSIONAL (a) from designing any work or (b) from providing for or permitting any construction operations [including storing of materials or staging of any work] beyond the perimeter of the property shown on the plat of boundary-line survey except as to such easements, licenses, permits, or rights-of-way as shall have been furnished to the OWNER by the USING AGENCY and approved by the OWNER in writing (1) in advance of the design of the aforesaid work or (2) in advance of the calling for or permitting of the aforesaid operations [including storage of materials and staging of work] beyond the perimeter of the aforesaid property. In the absence of the foregoing consent of the OWNER in advance, the design of any work or the calling for or the permitting of any construction operations [including storage of materials and staging of work] to be performed beyond the perimeter of the plot plan will be a…

– BREACH OF CONTRACT –

on the part of the DESIGN PROFESSIONAL and the USING AGENCY. There must be written on at least two copies [NOT on the tracing] of the plot plan a certificate of the DESIGN PROFESSIONAL in the following language:

CERTIFICATE OF DESIGN PROFESSIONAL

[to be applied to a copy (NOT the tracing) of Plot Plan]

"I certify (a) that this plot plan is correct and that it delineates the true, complete, and existing physical conditions on the site as of the date of the present certificate, (b) that it shows boundaries and distances which appear on the plat of boundary-line survey prepared by [insert name of surveyor], registered surveyor number [insert registration number] under date of [insert date of survey including all dates of revisions], a copy of said survey being attached to this plot plan for reference, (c) that no portion of the work shown on this plot plan extends beyond the boundaries of the site as described on the aforesaid plat of boundary-line survey except the following [insert the word "NONE" or insert a description of each exception and in the case of each exception (1) acknowledge receipt of copy of easement, rights-of-way, permit or license, as the case may be and (2) acknowledge receipt of written consent of the OWNER as, for example: "Laying of sewer line across property of John Doe pursuant to grant of rights-of-way dated 1-15-70 (copy of which grant of rights-of-way has been furnished to the DESIGN PROFESSIONAL by the USING AGENCY) and accordance with written consent of the OWNER dated 4-15-70," or, as for another example: "Grading on the property of Richard Roe pursuant to grant of easement dated 3-1-70 (copy of which grant of easement has been furnished to the DESIGN PROFESSIONAL by the USING AGENCY) and in accordance with written consent of the OWNER dated 4-15-70"], (d) I certify that there is no work of any description required for completion of Project No. [insert project number as taken from the commitment letter covering the new work] which does not lie within the scope and boundaries of any easements, licenses, permits, or rights-of-way listed hereinabove, and (e) I also certify that in the design of the work I have taken into consideration all restrictions, covenants, controls, easements, and rights-of-way shown on the above-mentioned plat of boundary-line survey."

4. INCLUSION OF WORK TO BE DONE BY USING AGENCY, OWNER, OR OTHERS PROHIBITED. -- Each building must be ready for occupancy at the time it is released to the USING AGENCY. Therefore, the contract documents must not leave anything to be done or provided "by others," "by the owner," "by the OWNER," or "by the USING AGENCY." The GSFIC becomes the OWNER after the contract has been awarded, and consequently any references to "owner" in the contract documents can only mean GSFIC. The documents must call for ALL work necessary to put the building in absolute final readiness for occupancy and use. GSFIC must not be subjected to claims from contractors for light bulbs, fuses, power, fuel, or expenses incurred in testing heating systems or wells, removing existing buildings or obstructions, etc. These must be called for in the contract documents. If the USING AGENCY or some other agency has agreed to do certain work (such as grading, extending utilities, drilling wells, etc.) such work must have been completed prior to submission of final plans and specifications to the OWNER. As a practical matter any grading, razing, or removal of obstructions must have been accomplished before the DESIGN PROFESSIONAL can obtain a plat of survey of building site conditions and a report of subsurface investigations.

5 TRADE NAMES. -- Whenever it is practical the DESIGN PROFESSIONAL should designate the physical properties of equipment, products, articles, or materials and, where possible, use an ASTM number, a Commercial Standard, a Federal Specification number, or any recognized designation such as certain associations establish and which are industry wide in their use. If the foregoing cannot be accomplished, the material, equipment, product, or article being specified must be designated by the name of the manufacturer **with notation of the catalogue number, model number, or serial number**. Except in the most unusual circumstances, there can be no justification for listing fewer than three trade names. In the matter of trade names, the DESIGN PROFESSIONAL has a duty to the OWNER to recognize public policy demands competition.

6. PERFORMANCE SPECIFICATIONS. -- The DESIGN PROFESSIONAL is required by his contract to designate completely, definitely, and clearly the work that the CONTRACTOR is to perform. In most cases, this will mean by the utilization of product or manufacturers names and model numbers. In certain cases, the DESIGN PROFESSIONAL will utilize references to existing standards and codes currently in use in the industry. Occasionally, as in the case of controls systems, the DESIGN PROFESSIONAL will define the performance of the system as opposed to the designation of the individual members of the system. In the event that DESIGN PROFESSIONAL uses this method, great care must be taken to insure that the DESIGN PROFESSIONAL meets his obligation for the responsibility for design. [See "Adequacy of Specifications."]

7. ADEQUACY OF SPECIFICATIONS. --

(a) Precision. -- The Design Professional contract provides that the contract documents shall be "suitable and adequate for the preparation of bids." According to the canons of ethics of the American Institute of Architects, this requires that the DESIGN PROFESSIONAL shall designate completely, definitely, and clearly the methods and materials for construction. The Design Professional contract provides that the DESIGN PROFESSIONAL shall call for no result unless he shall have furnished complete, definite, and clear drawings and specifications as to the methods and materials to be used in producing the result. This requirement, if adhered to, will eliminate entirely the use of certain meaningless "GENERALizations" which have no place in a set of "SPECIFICations" such as for example:

SCHEDULE I

"as required," "when required," "if required," "as needed," "as necessary" ...

The DESIGN PROFESSIONAL has the ethical duty to designate completely, definitely, and clearly in the contract documents when and where the work in question is required, needed, or necessary.

SCHEDULE II

"such as," "similar," "equal to and similar," "as needed," "usual," "customary," "suitable for the intended service," "large areas," "for purposes of early removal," "in accordance with the best practice," "correct dimensions," "properly located to insure proper operation," "correct fit," "where possible," "for the best appearance," "suitable allowance," "sufficient strength to support safely," "in such manner as to insure safety," "adequate for the total load," "finished in such a manner as to produce an attractive texture," "reasonably air tight," "snug," "thoroughly compacted," "when

required," "as directed," "braced where necessary," "with minimum rubbing," "in general," "a little fancy brick work here and there," "a safe and secure installation," "adequately supported," "screws of adequate length," "adequately braced," "which positively prevent dust," "changes in temperatures and changes in humidity cannot be tolerated in the existing building," and "contractor shall take precautions to maintain the integrity of the existing building."

These are not words of SPECIFICations; they are indefinite words of GENERALization and do not belong in a contract document. The DESIGN PROFESSIONAL must use "precise criteria" instead of GENERALizations.

SCHEDULE III

"adequate," "sufficient," "in compliance with the underwriter's criteria," "with least inconvenience to occupants", "in a manner satisfactory to the Design Professional."

These are GENERALizations. The DESIGN PROFESSIONAL must indicate by drawings or SPECIFICations completely, definitely, and clearly what will be adequate, what will be sufficient, what will result in the least inconvenience to occupants, what will be satisfactory to the Design Professional, etc.

SCHEDULE IV

"all applicable codes"

The DESIGN PROFESSIONAL shall state definitely which code is applicable, and this constitutes a representation on the part of the DESIGN PROFESSIONAL that the work has been designed accordingly. It is his duty to know, and if none is applicable by law or ordinance, he shall specify which code or codes apply.

The terms listed above in Schedules I through IV being obscure, ambiguous, equivocal, unintelligible, and impenetrable, they invariably require interpretation. Such generalizations are measurable or definable only pursuant to testimony of an expert witness. It is not enough that the language can be understood; it must be so clear that it cannot be misunderstood. Bear in mind that the intention of the SPECIFICation is derived from the language used in the SPECIFICation. The actual intent of the writer of the specification may be the exact opposite from the intention he stated in the bidding document. If so, his intention is not relevant when a dispute arises. The written SPECIFICation governs.

The purpose of a SPECIFICation is to particularize, define, and remove all doubt as to the intention of the document in order that costly disputes and attendant delays can be avoided. To eliminate disputes, it is the duty of the DESIGN PROFESSIONAL to avoid argumentative language in his SPECIFICation and his decisions by using PRECISE CRITERIA. The terms used in the SPECIFICations must, therefore, call for methods and materials of construction that are susceptible to an objective test or appraisal. If the DESIGN PROFESSIONAL does a proper job of designating completely, definitely, and clearly the methods and materials of construction there will be no argumentative language in his SPECIFICations or decisions.

We have given some examples above of meaningless GENERALities. We now supply a list of classes of criteria which contain only PRECISE CRITERIA, that is, any member of the class will serve as its own yardstick in that it is a SPECIFICation with such marks as are peculiar to the member and thus distinguish it from any other individual in the class:

color, graduation, height, extent, thickness, length, pitch, equivalence, breadth, proportion, substance, compass, rate, measure, number, amplitude, per cent, evenness, quantity, dimension, range, balance, degree, degree of tolerance, scale, regularity, size, amount, scope, weight, gauge, standard, caliber, pounds, distance, direction, temperature, time, inches, date, humidity, days, location, amount of advance, duration in hours, notice in calendar days, etc., days, volume, depth, strength, Limitation as to date, chart, date of published recommendations of manufacturer, maximum, minimum, level, ounces, test, specified, commercial standard, number, space, ratio, catalogue number, ASTM designation, Federal Specification number

We are including as an appendix to this guide a copy of Form No. 4816_411a, "List of Imperfections, Omissions, and Inadequacies Commonly Noted in Notice of Non Compliance." Form No. 4816_411a is a species of cross-examination and is used only when a DESIGN PROFESSIONAL issues an Notice of Non Compliance that is defective. Its use would rarely be necessary if the DESIGN PROFESSIONAL had used precise criteria in

specifications or in his decision because the task of supervision is simplified if the DESIGN PROFESSIONAL has designated completely, definitely, and clearly the methods and materials to be used by the CONTRACTOR.

(b) Completeness of Specifications. -- Adherence to the principles cited above will eliminate the practice of leaving to a later date the working out of schedules of hardware, selection of colors, the establishment of keying schedules, and the resolution of problems related to interruption of utilities, partial occupancy, construction in stages, cost of utilities, etc. No invitation to bid will be issued until such work has been provided for in the specifications.

(c) Manufacturer's Recommendations. -- Adherence to the principles of precision and completeness will eliminate the vague results produced by a bare statement that certain work "shall be installed in strict accordance with the manufacturer's recommendations" without setting forth the **"DATE OF THE DOCTRINE"** -- that is, the exact title, number, or edition, date, and page number of the bulletin, circular, or catalogue in which the manufacturer's printed recommendations appear. How can there be "strict" conformity if the DESIGN PROFESSIONAL is vague as to which recommendations are applicable? A DESIGN PROFESSIONAL should not state that the work is to be done in accordance with the manufacturer's recommendations unless he has a copy of the printed recommendations in his possession at the time, has studied them, and can set forth full information in identification of the publication including at least the date of the publication. The DESIGN PROFESSIONAL cannot make such a decision if he has neglected to establish the **"DATE OF THE DOCTRINE".**

If there has been no publication of the recommendations, then the DESIGN PROFESSIONAL is obliged to designate completely, definitely, and clearly the methods and materials for installation that he himself recommends. Unless the recommendations of the manufacturer have been published and can be cited by date, etc., as indicated above, the DESIGN PROFESSIONAL must not specify that the work shall be installed in accordance with the manufacturer's recommendations because the manufacturer's recommendations would not in such circumstances have been established completely, definitely, and clearly.

Whether it is the product named in the specifications or a product listed later in an addendum that is actually used at the site, the DESIGN PROFESSIONAL must see to it that the contract compliance specialist is furnished with a copy of the manufacturer's published recommendations for installation. The DESIGN PROFESSIONAL must recognize that a manufacturer may maintain that the warranty of the manufacturer is invalidated if the manufacturer's product is not installed in accordance with his recommendations. Consequently, the DESIGN PROFESSIONAL is responsible for taking these recommendations into consideration when he designs the work and when he approves submittals.

If a representative of a manufacturer offers oral recommendations for the use of his product or writes the DESIGN PROFESSIONAL a letter regarding its use, the DESIGN PROFESSIONAL must demand that the representative furnish the printed, published doctrine. If the representative fails to produce the printed doctrine, require him to furnish a statement containing recommendations for use of the product signed by the president of the company he represents. Demand that the statement signed by the president and any published doctrine shall be complete, definite and clear, using the same principles that are stated in this guide for the preparation of specifications. Look carefully for the fine print on technical bulletins and brochures handed to you by salesmen. You may find in very fine print in the document such typical language as follows:

> The facts stated and the suggestions made herein are based on our own research and the research of others, and are believed to be accurate. However, no guarantee of their accuracy is made because we cannot cover every possible application for our products nor anticipate every variation encountered in manufacturing equipment and methods. For the same reason, the products discussed are sold without warranty, express or implied, and on the condition that purchasers shall make their own tests to determine the suitability of such products for their particular purposes. Statements concerning the possible use of our products are not intended as recommendations to use our products in infringement of any patent.

If such disclaimers appear in the literature of a manufacturer, notify the OWNER at once.

8. OWNER IN SPECIFICATIONS. -- The DESIGN PROFESSIONAL must advise his specification writer that although the USING AGENCY is the OWNER during the planning stage, the CONTRACTOR will submit his proposal to GSFIC and that the OWNER contemplated throughout the specifications is, therefore, GSFIC. Do not leave any work to be done by the OWNER, by the USING AGENCY, or by others. Include all work in the contract.

9. OPTIONS. -- The DESIGN PROFESSIONAL shall not permit options in the contract documents unless he shall have received written consent of the OWNER in advance. Do not confuse "options" with "alternates." "Options" appear in the trade sections and leave the choice entirely to the CONTRACTOR. "Alternates" appear in the proposal form, and the OWNER makes the decision.

10. CONTENT AND FORMAT OF SPECIFICATIONS. --

(a) Uniform Style. -- The DESIGN PROFESSIONAL shall not alter the style, format, sequence, or system from one trade section to another. Specifications must be approximately 8-1/2" X 11" and must be permanently bound on the left side. Non-permanently bound specifications will be rejected. Each page must be identified by designation of section and page number. Each paragraph and subparagraph must be numbered or given an alphabetical designation. Addenda must be printed on ONE SIDE OF THE PAPER ONLY. The DESIGN PROFESSIONAL shall require his engineers to conform strictly to the style and format of other trade sections.

(b) DESIGN PROFESSIONAL to Say "What" not "Who." -- The specifications should not require the CONTRACTOR to report to or deal directly with any of the DESIGN PROFESSIONAL'S consultants. Generally speaking, the OWNER, the USING AGENCY, the DESIGN PROFESSIONAL, the CONTRACTOR, and the TESTING LABORATORY are the parties that should be referenced in the documents.

The DESIGN PROFESSIONAL shall not undertake at any point in the trade sections to set up limitations. He shall not stipulate that any given work is to be done by any given subcontractor or any given party unless he is requiring mechanics of a special skill to perform a certain piece of work as, for example, when the DESIGN PROFESSIONAL stipulates that the manufacturer's mechanics must install case work. Any effort to define the limits of the separate trades can only be classified as attempting to require "means and methods." This can lead to disputes with sureties, subcontractors, manufacturers, and general contractors. Of more immediate concern to the DESIGN PROFESSIONAL is the fact that by violating this important principle the DESIGN PROFESSIONAL, in certain circumstances, may come into conflict with third parties, jeopardize rights of the OWNER, and seriously damage the CONTRACTOR, for all of which the DESIGN PROFESSIONAL or his engineers might be held liable for damages. Consequently, except for qualification issues, the DESIGN PROFESSIONAL must not state by whom a given act shall be performed; he must designate completely, definitely, and clearly the methods and materials of construction and leave the responsibility for performance and the use of his plant and forces to the CONTRACTOR solely.

(c) Provisions Expected to be Enforced. -- The DESIGN PROFESSIONAL shall not include provisions in the bidding documents which he does not expect to enforce. The practice of setting up harsh provisions to be applied only in the event the CONTRACTOR is deemed to be obstinate is impermissible. If a provision appears, it must be enforced. It is sometimes alleged in given circumstances that parties have amended a contract by their conduct. An DESIGN PROFESSIONAL who does not enforce all provisions of the contract may give occasion to an argument that there has been amendment. The OWNER forbids laxity in the enforcement of provisions of its contracts. If the DESIGN PROFESSIONAL deems it necessary to waive a provision, such waiver is permissible only pursuant to change order executed by the OWNER.

11. TEMPERATURE TABLES. -- The ARCHITECT shall design heating systems for outdoor design temperature at least as low as those designated in the table of ASHRAE as being in common use for the location of the project.

12. EXPANSION AND CONTRACTION IN HEATING LINES. -- The Design Professional shall require his engineers verify that there has been ample provision in the design of mechanical work for expansion and contraction.

13. DRILLING OF WELLS. -- If a well is to be drilled, write to the Environmental Protection Division of the Georgia Department of Natural Resources, Suite 400, 19 Martin Luther King, Jr. Drive, S. W., Atlanta, Georgia 30334, at once for advice concerning geological conditions in various areas of the state. The drilling of a well must be by separate contract because otherwise the OWNER will be subjected to claims for extensions of time from the CONTRACTOR on the building.

NOTIFY THE OWNER AT ONCE IF A WELL IS TO BE DRILLED.

14. ROOF LEAKS, WALL LEAKS, CRACKS IN ROOF DECKS, AND CRACKS IN WALLS. -- The usual cause of roof leaks, wall leaks, cracks in roof decks, cracks in walls is not that Design Professionals and engineers are incompetent to design satisfactorily. It is (1) that they resort to a specifications for a result, by using language such as "the contractor shall install the roof and flashing in such manner as to produce an absolutely moisture tight and absolutely water-tight building, without showing complete details for flashing, gravel stops, expansion joints, etc., and (2) that frequently they do not calculate the work. The only way an engineer can determine what provisions against expansion and contraction are required and the only way he can determine what solution he can offer is for him to calculate the work. Every DESIGN PROFESSIONAL must require his engineer to demonstrate to him by computations that there has been adequate provision for expansion and contraction in the entire structural system, including but not limited to building frames, the roof system, gravel stops, gutters, roof expansion joints, metal flashing and counterflashing, roof decks, and masonry walls.

15. ROOFS. --

(a) Curbs. -- There shall be curbs at skydomes, skylights, access hatches, ventilators, exhaust fans, and similar items that penetrate or are built on the roof except plumbing vent stacks and work mounted on feet. Pitch pockets can be used at projections through the roof only if it is impossible to install metal sleeves with cap flashing.

(b) Slope. -- Roofs must have a slope of not less than a quarter of an inch per foot. The design must provide for immediate drainage of water from the surface. The design must not permit any water to stand on the roof or to form "bird baths." In the absence of written notice to the OWNER from the DESIGN PROFESSIONAL and the USING AGENCY assuming full responsibility for roof leaks, there shall be no collection of water in a roof system with drainage through interior downspouts. Every USING AGENCY that approves plans and specifications containing the latter design is on notice that it may expect roof leaks to occur. Manufacturers of steel produce structural members that make it unnecessary to collect water on the roofs. Most roofing manufacturers will neither bond nor furnish a service contract on a roof that does not provide immediate run-off. The roofing consultants recommend that the run-off shall be to the perimeter of the building rather than to interior downspouts.

(c) Gravel Stops. -- Leaks at gravel stops are a source of serious damage to the roof, roof deck, insulation, and the interior of the building. Since joints in gravel stops are commonly left unsoldered to allow for expansion and contraction, they cannot for a reasonable length of time be depended upon as effective flashing. To prevent leaks through the joints in the metal, the roof edge must be effectively and independently flashed. The edge of the roof must be so designed that it will not leak even though the metal gravel stop is not installed. The joints in the metal must also be covered or designed in such manner that the expansion and contraction of the metal will not split any overlapping roofing felts. There must be complete and detailed plans and specifications on gravel stops.

(d) Galvanized Iron. -- Another reason for leaks is deterioration from corrosion or rust where galvanized iron is used. Inferior quality galvanizing will withstand corrosive action less than one year in many localities. The DESIGN PROFESSIONAL shall specify a minimum nominal .0023-inch (1.15 ounces per square foot) for the thickness of the zinc coating on galvanized iron [See "roof Leaks, Wall Leaks, Cracks in Roof Decks, and Cracks in Walls"].

16. PROCESS GUIDE TO BE FURNISHED TO ENGINEERS. -- The DESIGN PROFESSIONAL shall request from the OWNER a sufficient number of copies of the PROCESS GUIDE to enable the DESIGN PROFESSIONAL to furnish copies to his engineering consultants.

17. PILOT SAFETY VALVES. -- In preparing plans and specifications, the DESIGN PROFESSIONAL shall adhere to the request of the State Fire Marshal that all appliances using gas fuel shall be equipped with 100% pilot safety valves. The State Fire Marshal advises that top burners of gas fired cook ranges need not be equipped with 100% pilot safety valves. ***(Need to verify this)***

18. CRASH BARS. -- All full length glass windows, glass panels, glass walls, glass doors, glass partitions, etc., whether tempered glass, colored glass, or wire glass, located adjacent to entrances, corridors, passages, or other areas where traffic occurs shall be provided with safety protective crash bars or railings installed horizontally across the glass approximately forty inches above floor elevation.

19 COMMITMENT LETTER TO USING AGENCY. -- The USING AGENCY must have filed an application with the OWNER in writing for a commitment letter and must have accepted the offer contained in the commitment letter before bonds can be sold on behalf of a USING AGENCY. Although it is expected that the DESIGN PROFESSIONAL shall read all of the commitment letter, a copy of which the USING AGENCY is required to furnish him under cover of an endorsement, certain paragraphs in the commitment letter have special interest for the DESIGN PROFESSIONAL because knowledge of the contents of these paragraphs will undoubtedly save the DESIGN PROFESSIONAL time in obtaining payment of his fees and reimbursements. If the DESIGN PROFESSIONAL has not received the above-mentioned endorsement, it is his duty to notify the OWNER and the USING AGENCY.

20. WARRANTIES AND GUARANTIES. -- In most circumstances, the DESIGN PROFESSIONAL is strongly discouraged from including in the trade sections any references to warranties or guaranties. If the DESIGN PROFESSIONAL includes a requirement for a warranty or guarantee in the technical sections, he MUST obtain of copy of the warranty or guarantee and include a copy of the warranty or guarantee in the documents so it can be reviewed by the OWNER and the USING AGENCY during the document review phase.

21. BLUNDERS TO BE AVOIDED. --

(a) Negative Specifications. -- Never recite what is not required.

(b) Scope. -- Never give a statement of scope of the work. "Scope" can in no event rise above the level of a generality. The specific controls the general. The CONTRACTOR can read each trade section to determine the scope. Furthermore by making what purports to be a SPECIFIC statement of the scope, but which obviously cannot be other than general the DESIGN PROFESSIONAL collides directly with the well-known rule of interpretation, *inclusio unius est exclusio alterius* (exclusion by specific reference), which is in reality another version of the rule that the specific restrains the general. In other words, by including an all-inclusive statement of scope, the DESIGN PROFESSIONAL excludes all work he does not refer to in the statement or, if this be not true, he creates a repugnancy between his general statement of scope and the specific provisions under the trade section that leads to the necessity for an interpretation.

(c) Non-existent Cross-references. -- Never state in a trade section of the specifications that certain work is called for on the drawings. If the work is called for elsewhere, the fact will be apparent from reading the bidding documents. Non-existent cross-references are costly. For example, a specification that the CONTRACTOR provide "expansion loops as shown on the drawings" is a nullity if no loops are shown. A statement that clean-outs shall be provided as shown on the drawings and as required by the code" usually creates a dispute because in the use of the conjunctive "and" the DESIGN PROFESSIONAL creates the implication that the cleanout must be furnished only if it is called for by both the drawing and the code. Furthermore, codes sometime contain options, and this adds fuel to the dispute.

(d) Specification by Mere Guides. -- It is a mark of extreme carelessness to specify that work shall be installed "in accordance with requirements" of some agency, manual, guide, or association if no requirements are established. If purported requirements are in fact nothing more than a discussion of the theories of design or if they require the exercise of discretion in the choice of methods and materials, Is it not preposterous for the DESIGN PROFESSIONAL to specify what in effect requires the CONTRACTOR to make a choice or obtain approval of some agency? Is it reasonable to require the CONTRACTOR to "obtain approval of the underwriter"? How does the CONTRACTOR bid work in such circumstances? Is it not the obligation of the DESIGN PROFESSIONAL to design work in such manner that if it shall have been installed in accordance with the

methods and materials designated in the bidding documents it will meet the requirements of any statute, rule, regulation, ordinance, manual, code, or policy which is applicable? Who if not the DESIGN PROFESSIONAL should be familiar with such requirements? Some Design Professionals specify that the work shall be installed in conformity with the latest edition of the ASHRAE Guide, completely ignoring the fact that the Guide contains options and that it is primarily for the use of designers. By the time the work is ready for installation if the principles of the Guide have been violated in the methods and materials designated corrections con only be made by change order. It is not the office of the CONTRACTOR to design; hence, he may not be encroached upon by the indirect method of specifying a mere guide.

(e) Use of the Conjunctive. -- The use of the conjunctive is almost a species of the "nonexistent cross-reference" as referred to hereinabove. It creates an annoying conflict with the provision in the General Conditions in which it is stated that the contract documents are complementary and that what is called for by one is as binding as if called for by all. The problem arises, for example, when a DESIGN PROFESSIONAL states in a trade section that work "shall be furnished as drawn and specified" but then he fails to show the work on the drawings. The problem can be avoided by use of the disjunctive "or" in place of the conjunctive "and."

22. WORK NOT IN CONTRACT. -- A distinction is to be made between work not in the contract, "Case (a)" [designated on the drawings by the symbol NIC], and "Case (b)," work to be done by the USING AGENCY, OWNER, or others. In Case (a) it is usually presumed by the CONTRACTOR and the OWNER that we are concerned only with work that is omitted, perhaps because of budgetary limitations make it necessary to postpone the work until some later date. The USING AGENCY should refer to Form No. 3008_436, "Statement Regarding Fixtures Not in the Contract [NIC]," attached to this guide as an appendix, and be guided accordingly. Sometimes the USING AGENCY expects either to perform the work itself or to engage another contractor to do the work. In this event, we have Case (b). Work falling within Case (b) must have been completed prior to issuance of invitations to bid.

23. FUME HOODS. -- A fume hood is a safety or protective device intended to provide a safe and remote atmosphere for the operator in a laboratory to formulate chemical compounds that could have a harmful effect on the operator if handled in open areas without the benefit of enclosures or hoods. Extraordinary care must be exercised to determine the intended use of hoods because certain chemicals require extraordinary design criteria. It is the duty and responsibility of the DESIGN PROFESSIONAL to become thoroughly familiar with the hood requirements and to ascertain that he has designed the work in such manner as to avoid any hazardous conditions. The DESIGN PROFESSIONAL, for his own protection, should obtain from the USING AGENCY in writing a full and detailed statement regarding the use to which fume hoods are to be put. The DESIGN PROFESSIONAL should file a copy of the statement with his permanent records. The DESIGN PROFESSIONAL must at least comply with (a) federal regulations respecting the exhaust of radioactive materials and (b) "Industrial Ventilation," latest edition, as published by the Committee on Industrial Ventilation. Failure to design accordingly will obviously constitute lack of due care in relation to a matter where safety of life and property are both involved. If the project is for the Board of Regents, the DESIGN PROFESSIONAL shall obtain the Regents requirements for fume hoods and comply with them in the design of the fume hoods.

24. GAS. --

(a). HIGH PRESSURE GAS PIPES. -- The U. S. Congress has authorized the establishment of proximity standards for high-pressure gas lines by the federal government. Until such time as the standards have been promulgated, the DESIGN PROFESSIONAL and the USING AGENCY, in the exercise of due care, must in regard to any high pressure gas line which is located on the site or within one thousand feet outside the boundary of the site of a project, give written notice of the existence of the gas line to the OWNER, and if requested by the OWNER, the USING AGENCY shall furnish the OWNER a copy of a written opinion of a consultant qualified as an expert in the field that the gas line does not constitute a hazard to the project. The above notice is also required with respect to any easement, license, permit, or right-of-way, including any storage yards or any areas onto which the contract documents require or permit the CONTRACTOR either to work, to store materials, or to stage operations. A high-pressure gas line is one in which the pressure is higher than the standard pressure delivered to consumer's appliances.

(b) UNDERGROUND GAS PIPES. -- The DESIGN PROFESSIONAL shall issue written instructions to the persons or firms engaged by the DESIGN PROFESSIONAL to obtain full information regarding utilities and a report on subsurface investigations requiring an examination of maps filed pursuant to Georgia Laws 1970, Pages

50 and following. Inability of the DESIGN PROFESSIONAL to produce the letter containing written instructions as above will be evidence of lack of due care on the part of the Design Professional. The above requirement shall apply to the site described by the plat of boundary-line survey and to any work which is to be executed beyond the site under an easement, license, permit, or right-of-way, including any storage yards or any areas onto which the contract documents require or permit the CONTRACTOR either to work, to store materials, or to stage operations. The instructions shall expressly demand that the examination shall also include maps relating to adjoining property within one thousand feet outside (1) the boundaries of the site, (2) the boundaries of easements, (3) the boundaries of licenses, (4) the boundaries of permits, and (5) the boundaries of rights-of-way.

25. HIGH VOLTAGE LINES. --

(a). NOTICE TO OWNER. -- In regard to any electric power line carrying electricity between conductors or from any conductor to ground in excess of 750 volts which line is located on the site or within 300 feet outside the boundary of the site of a project, the USING AGENCY and the DESIGN PROFESSIONAL must give written notice of the existence of the line to the OWNER at least sixty days in advance of the date of delivery of plans and specifications to the OWNER. The above notice is also required with respect to any easement, license, permit, or right-of-way, including any storage yards or any areas onto which the contract documents require or permit the CONTRACTOR either to work, to store materials, or to stage operations.

(b). TO APPEAR ON SURVEY OF BUILDING SITE CONDITIONS. -- The DESIGN PROFESSIONAL shall issue written instructions to the person or firm engaged by the DESIGN PROFESSIONAL to obtain full information regarding utilities requiring that the plat of survey of building site conditions shall show all electric power lines located on the site or within 300 feet outside the boundary shown on the plat of boundary-line survey furnished to the DESIGN PROFESSIONAL by the USING AGENCY and indicating which lines carry electricity in excess of 750 volts. The requirements above also apply to any easements, licenses, permit, or right-of-way, including any storage yards or any areas onto which the contract documents require or permit the CONTRACTOR either to work, to store materials, or to stage operations. Inability of the DESIGN PROFESSIONAL to produce the letter containing written instructions as above will be evidence of lack of due care on the part of the Design Professional.

26. BOILERS AND PRESSURE VESSELS. -- Boilers and pressure vessels shall satisfy the design specifications of the American Society of Mechanical Engineers Boiler and Pressure Vessel Code unless the DESIGN PROFESSIONAL shall have furnished the OWNER with written notice of approval of the Commissioner of Labor. The Design Professional contract requires the DESIGN PROFESSIONAL to design the work in strict compliance with all applicable laws and all applicable codes.

27. AUTHORITIES HAVING JURISDICTION. -- The DESIGN PROFESSIONAL is reminded that, except in certain limited instances, there is no Building Code enforcing authority for state work and that, by means of the requirements of the Design Professional contract, the DESIGN PROFESSIONAL assumes that role. Generally speaking, local code enforcing authorities have no purview on state projects. In order to avoid problems during the construction phase, the DESIGN PROFESSIONAL should avoid using the term “Authority(ies) having jurisdiction” and indicate instead the proper authority such as the State Fire Marshal, the Department of Labor, the Department of Human Resources, or in the event no authority has jurisdiction, the DESIGN PROFESSIONAL.

28. HAZARDOUS MATERIALS. -- If the DESIGN PROFESSIONAL designs any work which involves the use of hazardous materials such as flammable and combustible liquids, welding gases, fuel gas, dry cleaning fluids, and liquefied petroleum, he is reminded that he should obtain copies of the regulations of the Hazardous Materials Division of the Office of the State Fire Marshal in order that he can design, specify, and supervise accordingly.

29. SUBSURFACE DATA NOT TO BE SHOWN IN BIDDING DOCUMENTS. -- The ARCHITECT shall show no data or information in or on bidding documents regarding subsurface conditions revealed by laboratory investigations since there are provisions for changes in the work necessitated by conditions that were not readily ascertainable. The information contained in the report of subsurface investigations is solely for the purposes of design and is not a part of the bidding documents. It should, however, be made available to any bidder on request. In order to accomplish this, a provision should be made for such release in the specifications advising all potential bidders the soils report is available. Specimen language is as follows:

SPECIMEN LANGUAGE TO BE INSERTED IN SPECIFICATIONS FOR SITE

SITE INVESTIGATION DATA

a. Investigation Report:

1. Soil and subsurface investigations were conducted at the site, the results of which are to be found in a report dated *{insert date of report}* prepared by *{insert name and address of investigating firm}*.

2. Reference: A copy of the report will be available to bidders at the office of the ARCHITECT *{show name and address of architect}* between 8:00 a.m. and 5:00 p.m., Monday through Friday.

3. Copies: Bidders will be furnished copies of the report at the cost of reproduction, postage, and handling, upon written request to the architect. Such requests, accompanied by check for $*{insert amount}*, shall be in the following form:

"Please forward a copy of the soils and subsurface investigation report for the subject property. In consideration of the furnishing of the report the contracting firm herein named releases the *{insert name of using agency}*, the Georgia State Financing and Investment Commission, and *{insert name of architect}* from any responsibility or obligation as to the accuracy or completeness for work performed under the contract resulting from assumptions based on use of such report."

4. Status: The soil and subsurface investigation report is not a part of the contract documents.

b. Interpretation: Data concerning subsurface materials or conditions which are based upon sounding, test pits, or test borings, have been obtained by the ARCHITECT for his use in designing the project. The accuracy or completeness of the data is not guaranteed by the *{insert name of using agency}*, the Georgia State Financing and Investment Commission, and *{insert name of architect}*. The CONTRACTOR shall not rely on subsurface information obtained from the ARCHITECT, or indirectly from the *{insert name of using agency}* and the Georgia State Financing and Investment Commission. Bidders shall make their own investigation of existing subsurface conditions. Neither the *{insert name of using agency}*, the Georgia State Financing and Investment Commission, nor ARCHITECT will be responsible in any way for additional compensation for excavation work performed under the contract because of the CONTRACTOR'S assumptions based on soil investigations data prepared solely for the ARCHITECT'S use.

Construction Process

1. REGISTERED DESIGN PROFESSIONALS AND REGISTERED ENGINEERS. -- Construction will be undertaken by the OWNER only for plans and specifications that have been prepared by registered Design Professionals and registered engineers legally qualified to practice in the State of Georgia.

2. PLAN BUREAUX. -- The ARCHITECT is requested to furnish official plan bureaux with copies of plans and specifications including but not limited to the parties listed in Exhibit A of Form No. 4120_019. This form is sent to the ARCHITECT by the OWNER when the OWNER receives approved plans and specifications from the USING AGENCY prior to the issuance of an invitation to bid.

3. COMPLIANCE WITH REGULATIONS OF STATE AGENCIES. -- In the case of some state agencies, the OWNER must receive written verification of compliance. Consequently, plans and specifications submitted to the OWNER for the taking of bids must be accompanied by

(a) Written notice of approval of DIVISION OF PUBLIC HEALTH, DEPARTMENT OF HUMAN RESOURCES or written notice that no jurisdiction is claimed.

(b) Written notice of approval of the Director of the RISK MANAGEMENT DIVISION, DEPARTMENT OF ADMINISTRATIVE SERVICES.

(c) Written notice of the USING AGENCY that there are no high voltage lines within the construction limit of the project or written notice of the USING AGENCY accompanied by written notice of the owner(Georgia Power, etc.) of high voltage lines that the safeguards required by

(1) the "High Voltage Safety Act", O.C.G.A. § 46-3-30

(2) rules and regulations of the Commissioner of labor

have been physically completed and complied with in full, and in cases where the safeguard adopted is one which requires approval of the Inspection Division of the Department of Labor of the State of Georgia, the OWNER shall be furnished with written verification of such approval. The above notice of the owner of the high voltage lines shall state which of the prescribed safeguards has been followed.

(f) Written notice of approval of OFFICE OF SCHOOL PLANT SERVICES of STATE DEPARTMENT OF EDUCATION [for public schools only].

4. CHANNELS. -- After the construction contract has been awarded; the USING AGENCY shall transact no business of any description with the DESIGN PROFESSIONAL or CONTRACTOR except pursuant to authorization of the OWNER. The OWNER respectfully requests the USING AGENCY to accept the assurances of the OWNER that this essential policy is for the protection of the USING AGENCY. Prior to award of the construction contract, the OWNER will meet a representative or representatives of the USING AGENCY to explain in detail the practical, economic, and security reasons for this policy. Prudence dictates that the USING AGENCY shall inform all of its officers and employees of the need for cooperation with the OWNER in the important matter of channels.

5. CHANGE ORDERS. -- Sound public policy prohibits the application of funds that have not been budgeted. Contingency funds cannot, therefore, be spent for non-contingency purposes. There are three classes of changes that will encompass all contingencies that can arise. These classes are as follows:

CLASS I: Changes by governmental agencies in requirements or recommendations such as revision in building codes, safety or health regulations, controls on materials specified, etc.

CLASS II: Errors in the plans and specifications [which class does not encompass errors in the program].

CLASS III: Unforeseeable job site conditions such as rock, un-compactable soil, springs, ground water, unrecorded utilities lines, etc.

The OWNER cannot be expected to write change orders except for changes that fall within one of the above-mentioned classes. After the contract is awarded, the USING AGENCY must not undertake negotiations with the DESIGN PROFESSIONAL or discussions with the CONTRACTOR regarding changes unless the USING AGENCY has been requested by the OWNER to do so. The OWNER knows that it can give better service if the USING AGENCY will allow the OWNER to look after the USING AGENCY'S best interests through the correct channels. The CONTRACTOR and the DESIGN PROFESSIONAL cannot serve two masters.

6. SUPERVISION BY DESIGN PROFESSIONALS AND ENGINEERS. -- Only registered Design Professionals and engineers (a) licensed in the State of Georgia and (b) permitted by law to do so may perform supervisory functions requiring the making of decisions, the accepting of work, the authorizing of the covering of work, the rejecting of work, or the certifying of work for payment. Other persons may perform ministerial functions only and shall not make any decisions, either orally or in writing, nor shall they accept work, reject work, authorize the covering of work, or certify work for payment. Other persons may not sign any instruction, order, notice, opinion, decision, interpretation, report, advice, or any other document of any description relating to design, supervision, or execution of the work regardless of the person or party for whom the document is intended

7. VISUAL INSPECTIONS BY ENGINEERS. -- As the engineering in building design becomes more complicated the relative percentage of the design that belongs to the consulting electrical, structural, and mechanical engineers increases. While the involvement of the engineers has been increasing in the design of the work, their involvement in supervision has not kept pace. The Design Professional contract provides that the DESIGN PROFESSIONAL shall engage registered structural engineers, registered electrical engineers, and registered mechanical engineers "to make periodic inspections and a final inspection of the work and to assist him in supervising." The Design Professional contract provides that no work is to be covered prior to consent of the DESIGN PROFESSIONAL and that as to work in a field or trade in which the DESIGN PROFESSIONAL is not skilled and competent the DESIGN PROFESSIONAL shall not accept, authorize the covering of, or certify for payment such work except upon the personal advice and approval of his engineer.

It is obvious that an engineering specialist dare not practice beyond the limits of his field of practice and specialty, and it is also obvious that if he is not qualified to design beyond his field of practice he is not qualified to supervise the installation of work that does not lie within his field of practice. Consequently, the DESIGN PROFESSIONAL who accepts, authorizes the covering of, or certifies for payment, electrical, structural, or mechanical work without the personal advice and approval of his electrical, structural, or mechanical engineer, as the case may be, is failing to use due care. It is not implied by the foregoing that the engineer must in every instance visit the site of the work, but the OWNER does have the right to expect that the DESIGN PROFESSIONAL shall keep his engineering consultants informed of the work which is to be accepted, authorized for covering, or certified for payment in order that the engineer may determine for himself whether it is necessary for the engineer to make a personal inspection. The DESIGN PROFESSIONAL must call on his consulting engineers to check each monthly payment estimate in order that the engineers may determine whether they need to make a visual inspection of the work. Structural, electrical, and mechanical engineers should make inspections at least as follows:

STRUCTURAL ENGINEERING -- At the very beginning of the job, inspect grading, compaction of fill, footing excavations, foundations, reinforcing steel and placement of concrete in footings, columns, beams, and slabs and placement of steel in concrete floors in at least one typical end bay and at least one typical interior bay at the start.

MECHANICAL ENGINEERING -- While a test is under way, inspect all underground piping to determine the existence of leaks in water, storm drainage, sanitary waste lines, gas lines, and steam lines. When the roughing-in is well under way and prior to covering of or building around systems in walls or chases, inspect the piping systems. Inspect equipment to determine whether it has been properly installed, including related piping, ductwork, insulation, and fuel supply.

ELECTRICAL ENGINEERING -- During the roughing-in stage, inspect the empty conduit systems for power and light prior to their being covered by walls, ceilings, etc. The electrical engineer might be called on frequently to make this type of inspection in reinforced concrete structures

where the conduit systems are buried within the concrete floors or walls. At the time of the semi-final inspection, check the installation of equipment, lights, intercommunication systems, alarm systems, switchgear, transformers, panel boards, and type of wire used.

STRUCTURAL, ELECTRICAL, AND MECHANICAL CONSULTANTS -- Whenever decisions are required in order to establish whether the contract documents are being adhered to, such occasions being unpredictable and depending upon the ability of the CONTRACTOR and the subcontractors and the clarity of the contract documents.

If the DESIGN PROFESSIONAL undertakes to accept, authorize the covering of, or certify for payment any portion of the structural, electrical, or mechanical work without the visual inspection of his engineers and wishes to avoid any possibility of the imputation of a lack of due care, he may protect himself by obtaining and delivering to the OWNER a notice from the consulting engineer whose work is involved stating as follows:

> I, John Doe, registered professional engineer of the State of Georgia, whose field of practice is [insert the field of practice and specialty], have instructed [insert the name of the person] with respect to the inspection of [insert a description of the portion of the work which, in the judgment of the engineer, the DESIGN PROFESSIONAL is qualified to accept, authorizing the covering of, or certify for payment], and it is my professional opinion that the aforesaid DESIGN PROFESSIONAL will not be violating reasonable standards of prudence and due care in the performance of inspections with respect to the installation of the work described hereinabove for the purpose of accepting, consenting to the covering of, or certifying for payment. This notice does not apply to decisions relating to changes in the contract documents.

The above-mentioned notice should bear the signature and seal of the engineer. For a discussion of the responsibility of the DESIGN PROFESSIONAL and the CONTRACTOR for completion of construction contracts in accordance with the contract documents with particular reference to supervision. In light of the foregoing, it is reasonable to expect that "periodic inspections" would require the engineer at the very least to inspect the work visually in the very early stage, at the 25% stage, at the 50% stage, at the 75% stage, at the semi-final inspection, and at the final inspection.

8. CARPET. -- Over the years, we have experienced failures of carpet to meet the construction specifications. It is our policy that all carpet delivered to the site shall be tested prior to being installed. We have found that if the carpet manufacturer is told the carpet is to be tested, the carpet will be in compliance. In order that there will be no confusion regarding carpet testing, the following is specimen language the DESIGN PROFESSIONAL is to include in the trade section for carpeting to define carpet testing:

> TESTING OF CARPET
>
> 1. In order to prove compliance with the carpet construction specifications prescribed in the contract documents, the carpet shall be tested by an independent carpet-testing laboratory selected by the Design Professional. The CONTRACTOR shall notify the DESIGN PROFESSIONAL when the carpet has been suitably stored at the job site. The CONTRACTOR shall remove a test sample from the carpet as selected by the Design Professional. The test sample for compliance with the carpet construction shall be one piece of carpet measuring either (a) six and one-half feet by twelve feet or (b) seven feet by seven feet. The test sample shall be accompanied by . . .
>
> (1) An affidavit of an officer of the manufacturer of the carpet in accordance with the specimen prescribed herein below.
>
> (2) A satisfactory report of investigation of surface burning characteristics as prescribed herein below.
>
> The DESIGN PROFESSIONAL shall deliver the test sample to the testing laboratory selected for testing for compliance with the carpet construction specifications. Neither the installation of the carpet nor any preparatory operations for the aforesaid installation shall proceed until (a) the results of the test on the carpet construction have been received from the testing laboratory and approved in writing by the DESIGN PROFESSIONAL and (b) a satisfactory report from the

Southwest Research Institute, 8500 Culebra Road, San Antonio, Texas, 78284[1], has been delivered to the DESIGN PROFESSIONAL by the CONTRACTOR as prescribed hereinbelow. The CONTRACTOR shall allow forty days from the date of delivery of (a) the test sample, (b) the affidavit, and (c) the report of investigation by him to the DESIGN PROFESSIONAL for the receipt of the results of the tests for compliance with carpet construction specifications. The CONTRACTOR shall provide a sufficient amount of carpeting (a) to allow for the specified testing of carpet and (b) for carpet installation.

2. Simultaneously with delivery of the above-mentioned test sample to the DESIGN PROFESSIONAL and prior to (a) installation of any carpet or (b) performance of preparatory operations for the installation of the carpet, the CONTRACTOR shall furnish a satisfactory report of investigation of surface burning characteristics of the carpet on flame spread and smoke density performed in accordance with ASTM-E-84-1970. The report of investigation of surface burning characteristics (a) must show compliance with ASTM-E-84-1970 and (b) there must be contained in the report a description of the materials subjected to the ASTM-E-84-1970 test procedure which description shall be identical to the carpet construction specifications contained in the contract documents for the carpet of the manufacturer whose product was approved by the DESIGN PROFESSIONAL.

3. The affidavit of the officer *[an affidavit of the manufacturer's representative will not suffice]* of the manufacturer of the carpet shall conform to the following specimen:

SPECIMEN AFFIDAVIT OF CARPET MANUFACTURER

I hereby certify under penalty of false swearing that the carpet delivered to *[Insert the project number and the name of the project]* on or about *[Insert the date]* by the manufacturer, *[Insert the name of the manufacturer]*, complies with the following carpet construction specifications: *[Insert the complete carpet construction specifications (NOTE TO MANUFACTURER: The specifications must be absolutely in conformity with the carpet construction specifications in the contract documents for the project)]* and that the materials of the aforesaid carpet are of the following description: *[Insert a complete description of the materials (NOTE TO THE MANUFACTURER: The description must be absolutely in conformity with the materials specified for the carpet in the contract documents for the project)]*.

This _____ day of _____, 20_____.

JOHN DOE MANUFACTURING COMPANY

By: _____
(Signed)

Title: _____

Sworn to and subscribed to before me, the undersigned authority, having authority to administer oaths.

This _____ day of _____, 20_____.

_____
(Seal of Notary Public) Notary Public

4. Smoke density and flame spread criteria as prescribed in the bidding documents are not *[repeat NOT]* "carpet construction specifications." Therefore, the DESIGN PROFESSIONAL shall not *[repeat NOT]* include flame spread and smoke density testing of the sample he submits to the laboratory. The flame spread criterion as approved by the State Fire Marshal for the present project is . . .

[1] ***or from Commercial Testing Co., Inc., 407 Central Avenue, P. O. Box 94, Dalton, Ga. 30720***

[Insert the CLASS]

The smoke density criterion as approved by the State Fire Marshal for the present project is . . .

[Insert the NUMBER]

To be "satisfactory" a report of investigation of surface burning characteristics must indicate that the carpet meets or exceeds each of the above criteria.

9. INSURANCE COMPANIES AND SURETIES. -- Sureties and insurance companies routinely issue questionnaires to owners and architects concerning conditions at the job site and concerning the business of the OWNER. Any inquiries from insurance companies or sureties should be politely and with finality referred to the OWNER.

SCHEDULE OF APPENDICES

APPENDIX NO. 1 -- Form No. 3005_393, Burden of Proof and Burden of Going Forward with Evidence: Decisions of Design Professionals

Attachment #1 - Form No. 4812_316, Memorandum to DESIGN PROFESSIONAL regarding decision-making

Attachment #2 - Form No. 4811_156, Request for Advice of Grounds for Decision

Attachment #3 - Form No. 4813_193, Advice of Grounds for Decision

Attachment #4 - Form No. 4805_394, Specimen Order for Re-examination pursuant to Article E-13 of General Conditions

APPENDIX NO. 2 -- Form No. 4816_411a, List of Imperfections, Omissions, and Inadequacies Commonly Noted in Orders of Condemnation on Form No. 4813_193

APPENDIX NO. 3 -- Form No. 3008_436, Statement Regarding Fixtures Not in Contract [NIC] ***Use new form 3008_436 but edit.***

APPENDIX NO. 4 Form 4120_019, Bidding Procedure, Memo to Architect.

A P P E N D I X N O. 1

BURDEN OF PROOF AND BURDEN OF GOING FORWARD WITH THE EVIDENCE:
DECISIONS OF ARCHITECTS

1. When we file notice with the Architect that a complaint exists and asks the Architect to make a decision in accordance with Form No. 4812_316, an information copy of which is attached hereto, the burden of going forward with the evidence rests on the Owner. This explains why the Architect in rendering his decision must designate wherein and in what respect the Contractor has breached the contract, such designation necessarily consisting of a recitation of the deviations from the methods and materials designated in the bidding documents on the basis of which any work is condemned. If no such designation can be made, the Architect may not condemn work. Upon receipt of the decision of the Architect, the Contractor has the right to protest as is stated under Paragraph 2 of Form No. 4811_156 (copy attached). The duty to go forward with the evidence shifts to the Contractor at the time the Architect renders a proper decision indicating wherein the Contractor has breached his contract. Upon receipt of notice of protest from the Contractor and the evidence on the basis of which the Contractor makes protest, the Architect has the duty to give prompt consideration to the evidence supplied by the Contractor.

2. The Owner has no basis under the contract for making a claim against the Contractor provided the Contractor shall have installed the work one time in accordance with the methods and materials designated in the bidding documents. The Contractor is not an insurer for the suitability or for the satisfactory performance of any work called for, provided he executes the work in accordance with the methods and materials designated. If the Contractor installs equipment or materials of that trade name, standard, or character which was specified, he is not accountable for unsatisfactory conditions.

3. The Architect, initially, is the interpreter of the conditions and the judge of the performance of the contract. The purpose of obtaining a decision from the Architect on a complaint is to establish whether the Contractor has any obligation to correct the problem which is the subject of the complaint. Obviously the Contractor has no liability unless he has breached his contract. Consequently, the issue presented is:

<u>Has</u> <u>the</u> <u>Contractor</u> <u>breached</u> <u>his</u> <u>contract</u>?

Our attorneys advise us that the obligation rests on the Owner to prove the affirmative of this issue and that, consequently, the burden of proof is on the Owner. This means that if the evidence tending to prove that there has been a breach of contract and the evidence tending to prove performance of the contract are in equilibrium the decision must be made in favor of the Contractor; and, obviously, it follows that if the weight of the evidence tending to prove performance of the contract is greater than the evidence tending to prove breach of contract, the Architect must rule in favor of the Contractor. The Architect must rule in favor of the Owner if the weight of the evidence tending to prove breach of contract [that is, failure to install the work in accordance with the methods and materials designated] is greater than the evidence tending to prove performance. The advice form [Form No. 4813_193 copy attached], applies only to the physical condition of the work in place as the work is related to the methods and materials designated in the bidding documents. It is neither necessary nor advisable for the Architect in the execution of the advice form to give consideration to the existence of warranties or guaranties because warranties or guaranties are irrelevant to the basic issue presented to the Architect in the advice form which is, Did the Contractor install the work one

time in accordance with the methods and materials designated in the bidding documents? Having received the decision of the Architect on the aforesaid basic issue, it will remain for the Owner to assert whatever rights the Owner may have under warranties and guaranties. At the same time the Owner can determine what action to take, if any, against the manufacturer. In rendering his decision on the advice form, the Architect should concern himself only with the physical conditions of the work as installed in place, and he need only determine whether the physical conditions are or are not in conformity with the methods and materials designated in the bidding documents.

4. Applying the above principles, unless the weight of the evidence indicates that there has been a breach of contract, there is no basis for making a demand against the Contractor in connection with any complaint. Another way of stating this is that if the Architect weighs all of the evidence he has and finds that the evidence in favor of the Contractor is equal in weight to the evidence in favor of the Owner or if the evidence in favor of the Contractor is greater in weight than the evidence in favor of the Owner, the Architect must rule in favor of the Contractor. If the evidence in favor of the Owner is greater in weight than the evidence in favor of the Contractor, the Architect must rule in favor of the Owner. It is not contemplated that the Architect, as the interpreter, initially, of the conditions and the judge of the performance of the contract, shall in all cases eliminate all doubt; on the contrary, the Architect is supposed to weigh the evidence under the rule set forth hereinabove and then make a decision. By pointing out the rules applicable to the contract, we hope to make the rendering of decisions by the Architect easier for him. All the Architect need do is: (1) make every reasonable effort to obtain the evidence, (2) weigh the evidence in accordance with the principles outlined above, and (3) make his decision as dictated by the rule stated above. By following these simple rules which apply to the contract, the Architect's decision can be made promptly with avoidance of the expense and inconvenience resulting from delay.

5. In the event it becomes necessary for any work to be re-examined prior to the rendering of a decision by the Architect, the Architect should issue an order for re-examination in accordance with the specimen attached hereto on our Form No. 4805_394.

L. H. R.

Attachments - 4

#1 - Form No. 4812_316
#2 - Form No. 4811_156
#3 - Form No. 4813_193
#4 - Form No. 4805_394.

GEORGIA STATE FINANCING AND INVESTMENT COMMISSION
CONSTRUCTION DIVISION
Second Floor
270 Washington Street
Atlanta, Georgia 30334

MEMORANDUM TO ARCHITECT

By all means read Paragraph 8 of Form No. 156 before executing Form No. 193.

*** * * * * * * * * * ***

1. Regarding a decision under Paragraph 2 of Form No. 193, your decision will be **ABSOLUTELY WORTHLESS** unless you designate the article or paragraph of the specifications, and/or the article of the general conditions, and/or the drawing or detail which has been violated. Please read Paragraph 8 of Form No. 156 and note examples (a), (b), (c), (d), (e), and (f), before executing Form No. 193. What we need and what the architect is contractually obligated to furnish [cf. Article 9(a)(4) of architectural contract] is his decision as to what has caused the condition which is the subject of the complaint and then if the complaint is the result of a deficiency in the performance of his work by the contractor we must have the decision of the architect as to which article or paragraph of the specifications, and/or article of the general conditions and/or detail or drawing has been violated. Remember, if there has been no violation of some provision in the contract, it is illogical and unreasonable for the architect to render a decision under Paragraph 2 of Form No. 193. Any attempt to make a demand upon a contractor in a case where the architect cannot cite the paragraph or article of the specification and/or article of the general conditions, and/or the drawing or detail which has been violated will properly be regarded as a sham by any competent contractor and will only result in postponement of the obtaining of a remedy on the complaint. This is wholly aside from the fact that on principle it is unjust to make a demand upon a contractor if we cannot point to the provision of the contract he has violated.

2. Your contract indicates that you will make a decision within ten days.

3. Obviously, it will be impossible in logic for an entry to be made under Paragraph 1 of Form No. 193 at the same time that an entry is made under Paragraph 2 of Form No. 193 because the two paragraphs are mutually exclusive. If there is an error in the description of the complaint which causes the architect to believe entries can be made under both paragraphs, the owner should be notified.

4. It is absurd to make an entry under Paragraph 1 of Form No. 193 to the effect that "the contractor has corrected the work" because if he found it necessary to make a "correction" it is obvious that this fact is inconsistent with the printed statement under Paragraph 1. If "correction" was required, then an entry could only be made under Paragraphs 2 and 3 of Form No. 193. If the "correction" has already been accomplished, that fact should be noted under Paragraph 4 of Form No. 193 by an entry as follows: "Work has already been corrected".

5. Please help your client get prompt relief by heeding the above.

GEORGIA STATE FINANCING AND INVESTMENT COMMISSION
CONSTRUCTION DIVISION
Second Floor
270 Washington Street
Atlanta, Georgia 30334

Date:

FORM 156, REQUEST FOR ADVICE OF GROUNDS FOR DECISION

RE: Project No. _____, Correction of work pursuant to general conditions of contract as reported in complaint received on _____ covering ITEM(S) NO(S). _____ as shown on attached Advice(s) of Grounds for Decision(s) Form(s) requested

1. **Notice to contractor**.--The general conditions of the contract provides that the notice of observed defects shall be given by the owner. We are, by copy of the present letter, furnishing the contractor with the necessary notice. We call attention to the fact that the furnishing of this notice is not necessarily to be construed as the first notice pertaining to the captioned item(s) since occasionally the owner receives renewals of earlier complaints about work.

2. **Request for decision by architect**.--The general conditions of the contract provide that the ARCHITECT is initially the interpreter of the conditions and the judge of the performance of the contract. Pursuant to the aforesaid article of the general conditions and in accordance with Article 9(a)(4) of the architectural contract, the owner is hereby formally requesting a decision from the architect. Distribution of the decision is to be made as set forth hereinbelow under Paragraph 3. Both the contractor and the owner have the right under the contract to take exception to a decision of the architect. We Enclose herewith Advice of Grounds for Decision Form(s) [Form No. 193] for the convenience of the ARCHITECT in rendering his decision(s) and for designating (in case there is liability on the part of the contractor) the article of the specifications or detail or drawing which has been violated, including a complete, definite, and clear designation of the methods and materials to be used in executing the correction of condemned work or supplying omissions.

3. **Handling and distribution of decision by architect**.--The ARCHITECT is required to make decisions promptly. Under Article 9(a)(4) of the architectural contract, he has covenanted that he will in any event render decisions within ten days of the receipt of a request for a decision. Making a reasonable allowance for week-ends and for delivery of the mail, we are suspending our request for a decision in our pending file for sixteen days from the date of the present notice which would be _____. Architecture being a personal service, it may be that because of illness or some other delay beyond the control of the ARCHITECT the ARCHITECT cannot furnish the decision by the above-mentioned date in which event the ARCHITECT must give notice in writing to the owner, CONTRACTOR, and the USING AGENCY of the owner that there will be a delay, stating in the written notice the date by which it is anticipated that the decision of the ARCHITECT will have been furnished. Upon receipt of a notice from the ARCHITECT indicating a proper basis for requesting a delay in the rendering of the decision, the suspense date set forth hereinabove will be properly amended by the owner without further advice to the contractor or USING AGENCY. However, the owner hereby requests, pursuant to the rights set forth in the architectural contract, that in the absence of such notice, the ARCHITECT shall have supplied a copy of his decision and advice of grounds for decision on Form No. 193 to the following by not later than the date set forth hereinabove:

(a) General Contractor.
(b) USING AGENCY.
(c) Owner

[**Action No. 1 by Architect**: Give written notice at once to CONTRACTOR, USING AGENCY, and owner if it is going to be impossible to furnish the decision by the date set forth hereinabove and show in said notice the date by which advice of decision will have been furnished on Form No. 193; otherwise, forward copies of the advice to each of the foregoing parties early enough for delivery to have been made by not later than the dated shown hereinabove.]

4. **Disposition of decision by contractor**.--In the event of the advice of grounds for decision [Form No. 193] when received from the ARCHITECT contains an entry under Paragraph 2 thereof, this will be an indication that it is the decision of the ARCHITECT that there is an obligation on the part of the general contractor to execute corrections. The decision will also contain an entry under Paragraph 4 of the aforesaid form designating the reasonable space of time allowed the general contractor by the ARCHITECT for making good the deficiency or supplying the omission. If for any reason the space of time allowed is less than that within which the contractor can make good on the deficiency or supply the omission, the contractor should address a written request to the ARCHITECT for an extension of time pursuant to the general conditions of the contract, furnishing a copy of the request to the owner. [See also Paragraph 9 of the present letter]. The ARCHITECT must make a decision immediately on any request from the contractor for an extension of time, furnishing notice of the decision to the CONTRACTOR, USING AGENCY, and the owner. Upon receipt of notice from the ARCHITECT that an extension has been granted, the owner will amend the suspense date without further advice to any of the parties. In the absence of application for an extension of time, the contractor will be expected to have completed the work by not later than the date of the expiration of the space of time fixed by the ARCHITECT under Paragraph 4 of Form No. 193, time being of the essence.

> [**Action No. 1 by Contractor**: If correction cannot be accomplished within the space of time allowed by the ARCHITECT in Paragraph 4 of Form No. 193, file a request with ARCHITECT for extension of time (furnishing copy of request to owner); otherwise complete corrections within space of time allowed and notify the ARCHITECT and owner as referred to in Paragraph 9 hereinbelow that deficiency has been made good.]
>
> [**Action No. 2 by Architect**: Make a decision on any request from the contractor for an extension of time and give notice of decision to the CONTRACTOR, USING AGENCY, and owner.]

5. **Notice to owner by USING AGENCY**.--By copy of the present letter, we are asking our USING AGENCY to give notice to the owner in writing in the event a deficiency has not been made good or an omission has not been supplied within the space allowed under Paragraph 4 of the architect's advise of grounds for decision [Form No. 193] plus any extension of time which the ARCHITECT may have granted. We are also asking our USING AGENCY to give notice by letter, telegram, or telephone if at any stage of the working of the complaint and prior to satisfaction of the complaint the problem becomes acute or its existence is interfering with the use of the building for its intended purposes. When the owner receives a copy of an advice of grounds for decision from the ARCHITECT [Form No. 193] which indicates that a demand has been made by the ARCHITECT upon the general contractor for making good a deficiency or supplying an omission, the owner will suspend the complaint in its pending file for the space of time shown under Paragraph 4 of the aforesaid decision of the ARCHITECT in anticipation that the general contractor will give notice to the ARCHITECT and to the owner of completion of the correction as set forth herein below under Paragraph 9 unless the contractor shall have been granted an extension of time by the architect. We are advising our USING AGENCY that, with its permission and without prejudice to the right of the owner to require satisfaction from the contractor on any deficiency, we shall mark as "satisfied' any item of complaint as to which we do not hear from the USING AGENCY to the contrary by not later than one week after the expiration of the time allowed the contractor by the ARCHITECT, plus any extension granted. By following this procedure, it will be possible for us to keep our records current and thus provide much better service in connection with any complaint which has not been corrected.

> [**Action by USING AGENCY**: (1) Give notice in writing to the owner if the problem becomes acute, is an emergency or interferes with use of building, (2) give notice in writing to the owner in the event any deficiency has not been made good by expiration of space of time (including any extension granted) allowed contractor by ARCHITECT for making good any deficiency.]

6. **Identification of complaints in correspondence**.--In order to save time and make for better records, we ask that the USING AGENCY, the contractor and ARCHITECT reference both the project number and item number in all correspondence regarding a complaint. The use of this means of designating the transaction will permit immediate identification of an item of complaint.

7. **Pursuit of maintenance by USING AGENCY**.--In the event the ARCHITECT makes a decision under Paragraph 1 of Form No. 193, this will indicate that in the opinion of the ARCHITECT there is no basis for a

demand upon the general CONTRACTOR, and the USING AGENCY will have the obligation in this case to dispose of the complaint as maintenance unless, under the procedure established in the CONTRACTOR, the ARCHITECT is proved to be in error. Of course, as indicated in Paragraph 2 of the present letter, the owner has the right to take exception to an improper decision of the architect. Consequently, if the USING AGENCY has information on the basis of which it regards the decision of the ARCHITECT as improper, notice to that effect should be given to the owner at once.

8. **Covenant of ARCHITECT to designate distinctly the basis for a decision**.--It is necessary under the provision of the general conditions of the contract for the ARCHITECT to furnish the owner and the contractor with an advice in which he specifies precisely and distinctly the ground upon which he bases his decision. A mere statement in the form of a conclusion, for example, that leaks are the result of faulty materials or faulty workmanship would not be a decision such as the contractor and the owner have a right to demand under the general conditions of the contract. If the ARCHITECT is to enforce his decision promptly, it will be necessary for him to specify in what respect the materials furnished are defective or in what respect the workmanship is faulty. A statement in the form of a conclusion that there is a "noncompliance" would also be inadequate, since faulty materials and faulty workmanship are both noncompliances. Faulty workmanship frequently includes faulty materials. Omission of work called for is a noncompliance, and it may also be faulty workmanship. The decision of the ARCHITECT must, therefore, spell out, particularize, and specify the nature of the defect, default, omission, or noncompliance if he is to obtain prompt redress on any deficiency found. It is **IMPERATIVE** that he shall cite in his decision the exact article or articles of the specifications and/or the exact drawing(s) or detail(s) which have been violated. In the hope that they will be helpful to the ARCHITECT in putting his specification of any deficiency in the form required of him under the architectural contract as required by the general conditions of the contract, we show below some examples of decisions:

(a) Decision of Architect: The defect is the result of faulty workmanship and faulty materials in that the contractor substituted lead solder for use in joints of copper tubing whereas Article 18-2 of the specifications calls for silver brazing.

(b) Decision of Architect: The defect is the result of faulty materials in that the contractor used cast iron for waste lines and traps for laboratory tables whereas Article 20-6 of the specifications calls for Duriron Pipe and lead traps. [This would also be a noncompliance.]

(c) Decision of Architect: The defect is the result of an omission in that the contractor failed to provide splash blocks called for on drawings (Sheet 7A) and specifications (Section 13-3).

(d) Decision of Architect: The defect is the result of a noncompliance in that the contractor installed glazed concrete whereas the specifications (Article 8-6) called for structural glazed tile.

(e) Decision of Architect: The defect is the result of faulty materials in that it has been established that door frames required under Section 8 of the specifications were not new when installed. The general conditions states that all materials shall be new. [This would also be a noncompliance.]

(f) Decision of Architect: The defect is the result of faulty materials in that it has been established by laboratory test that the bitumen used on the roof system was not of the quality required under Article 7A-2 of the specifications.

9. **Notices required of Contractor**.--We are, by copy of the present letter, notifying the contractor that the general conditions provides that the contractor shall promptly correct, remedy, or remove from the premises all work condemned by the ARCHITECT as not being in conformity with the contract and that he shall give notice promptly in writing to the ARCHITECT, with copy to the owner, upon completion of the correction of any work condemned by the ARCHITECT, time being of the essence of the contract. Execution of Form No. 193 under Paragraph 2 constitutes notice of condemnation. We are notifying the contractor further that it is stated in

the contract that in the absence of the aforesaid notice, it shall be and is presumed conclusively that there has been no correction of the condemned work or materials [See also Paragraph 4 of the present letter.].

[Action No. 2 by Contractor: (1) Upon receipt of notice of condemnation from the ARCHITECT, make good the deficiency or supply the omission by not later than the expiration of the space of time allowed by the ARCHITECT, (2) give notice to the ARCHITECT promptly, with copy to the owner, that the work has been made good, and (3) be certain that in the aforesaid notice there is a reference to the project number and to the item number. If there is impossibility of performance within the space of time allowed, apply for an extension of time under Article 18 of the general conditions as referred to in Paragraph 4 of the present letter, furnishing copy of such application to the owner.]

Sincerely yours,

Gena L. Abraham, Director

GLA:xx

cc: Local Official (USING AGENCY):
Contractor:
Register of Complaint
Pending File: Suspend until

Enclosure: One (1) copy of Advice of Grounds for Decision (Form No. 193) for each item of complaint

Form 193

ADVICE OF GROUNDS FOR DECISION

PROJECT NO. _____ DATE OF REQUEST:

ITEM NO.

DESIGNATION OF ITEM:

1. In my professional judgment, the above item of complaint is **not** the result of faulty materials, faulty workmanship, non-compliance with contract documents, omission of contract work, or any combination of the foregoing in that: **(NOTE TO ARCHITECT: Please state grounds for decision)**

CAUTION: NO ENTRY CAN BE MADE UNDER PARAGRAPH 2 UNLESS THERE HAS BEEN A BREACH OF CONTRACT AS TO METHODS AND MATERIALS. FAILURE TO DESIGNATE THE DRAWING, DETAIL, OR ARTICLE OF THE SPECIFICATIONS THAT HAS BEEN VIOLATED WILL RENDER ANY DECISION UNDER PARAGRAPH 2 WORTHLESS.

This _____ day of _____, 20____.

_____ Signature

_____ Title

2. In my professional judgment, the above item of complaint is the result of causes described below as indicated by entry of my signature in the appropriate blank.

FAULTY MATERIALS: _____ DATE _____
Signature

FAULTY WORKMANSHIP: _____ DATE _____
Signature

FAULTY MATERIALS AND
FAULTY WORKMANSHIP: _____ DATE _____
Signature

NON-COMPLIANCE: _____ DATE _____
Signature

OMISSION OF
CONTRACT WORK: _____ DATE _____
Signature

IN THAT: (NOTE TO ARCHITECT: Please specify as definitely and plainly as possible the ground upon which you base your decision. Kindly refer to paragraph 8 of request for Advice of Grounds for Decision, Form No. 156, for further information.)

_____

_____

_____

_____

(Use reverse side if necessary)

3. For the convenience and guidance of the CONTRACTOR, I am furnishing below a specification of the corrective measures he is required under the contract to execute:

[NOTE TO ARCHITECT: Please specify in detail exactly what corrective measures are required to be accomplished. (Use reverse side, if necessary)]

MEMO TO CONTRACTOR: IN ORDER TO COMPLY WITH THE SECURITY REGULATIONS OF THE TENANT, THE CONTRACTOR IS INSTRUCTED TO CHECK IN WITH THE PHYSICAL PLANT DEPARTMENT BEFORE GOING TO THE SITE TO PERFORM CORRECTIONS.

4. I regard _____ days as a reasonable length of time in which corrections can be completed by the CONTRACTOR, and I am, by copy of this Advice of Grounds for Decision, requesting the contractor to make the corrections.

This _____ day of _____, 20___.

_____
(SIGNATURE)

_____
(TITLE)

GEORGIA STATE FINANCING AND INVESTMENT COMMISSION
CONSTRUCTION DIVISION
Second Floor
270 Washington Street
Atlanta, Georgia 30334

Office of the Director **(404) 656-3400**
FAX (404) 656-6009

SPECIMEN ORDER FOR RE-EXAMINATION OR RETESTING

ORDER FOR RE-EXAMINATION

PROJECT NO.

TO THE CONTRACTOR, PROJECT NO. :

1. We shall be present on , for the purpose of witnessing the uncovering of the following work in order that it may be re-examined under the terms and conditions of the General Conditions

2. The Owner has agreed to this re-examination under the terms and conditions of the General Conditions.

This _____ day of

(Name of architectural firm)

By: _____
(Signature)

A P P E N D I X N O. 2

LIST OF IMPERFECTIONS, OMMISSIONS, AND INADEQUACIES COMMONLY NOTED IN NOTICE OF NONCOMPLIANCE NO. 4813_193

As applicable to . . .

(Project) No.

Item(s) No.(s) of Register of Complaints:

* * * * * * *

MEMORANDUM TO ARCHITECT: We have checked each topic in the list which is applicable in this case, and we have indicated beside each topic in the list the item number or numbers to which the topic applies. Our records indicate that copies of Form Nos. 4812_316, 3004_365, 3005_393, 3006_397 and 4811_156 have already been furnished to you, but if you do not have them readily available, we shall be glad to rush copies to you. We flatter ourselves that the principles discussed in these forms will help you in rendering decisions more promptly and thereby save you, the Contractor, and our tenants from inconvenience and delay.

* * * * * * *

__/ Topic No. 1. -- Your conclusions(s) (is) (are) unsupported by allegations of fact tending to prove breach of contract. Under Georgia law a Contractor is not accountable for unsatisfactory results provided he shall have installed the work one time in accordance with the methods and materials designated. Our attorney cannot undertake to enforce a decision of an Architect unless there are allegations of fact which, if proved, would be a breach of contract. [See Paragraph 1 of Form No. 3004_365, see Form No. 4812_316, see Paragraphs 4 and 6 of Form No. 3006_397, and see Paragraph 3 of Form No. 3005_393.]

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 2. -- You have not applied the principles explained in Form No. 3006_397.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 3. -- You have not applied the principles explained in Form No. 3005_393. May we ask that you please review the contents of the aforesaid form.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 4. -- You disregarded the injunction contained in Form No. 4812_316 which was attached to the advice form, and you also disregarded the stamped warning set forth on the advice of grounds for decision which aforesaid warning reads as follows: No entry can be made under Paragraph 2 unless there has been a breach of contract as to methods and materials. Failure to designate the drawing, detail, or article of the specifications which has been violated will render any decision under Paragraph 2 worthless.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 5. -- You have disregarded the principle that decisions shall not be based on guarantees or warranties. A warranty or guaranty is an abstraction. Decisions of the Architect must be based upon physical conditions of the work, not on abstractions. A guarantee is not evidence; it is a right. The right under a guarantee may not be exercised until it has been established by evidence that there has been a breach of the contract of guaranty. See Paragraph 4 of Form No. 3006_397. Abstract legal rights do not constitute evidence of breach of contract. Even in the most rigidly worded guarantee there must be proof of deviation from the methods and materials designated before we can enforce the guarantees under our usual contract. Neither a guarantee nor a warranty is enforceable unless the terms of the guaranty or warranty have been breached. The Architect must render his decisions on physical facts, indicating in the decisions whether the Contractor did or did not adhere to the methods and materials designated. It remains for the Owner to assert his rights under a guarantee after the Architect makes a decision on the basis of physical evidence. [See Paragraphs 4 and 6 of Form No. 3006_397 and Paragraph 3 of Form No. 3005_393.]

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 6. -- The Contractor may consider that your decision is of dubious value. If the contract documents are unclear, obscure, ambiguous, or impenetrable, we may find that the Contractor will adopt a different interpretation from yours. Please refer to Form No. 3004_365 and be prepared to defend your decision in the event of exception taken. The General Conditions state that the Contractor shall do no work without proper drawings and instructions. Are the original contract documents reasonably susceptible to the interpretation adopted by the Contractor at the time he executed the work? Are the original contract documents complete, definite, and clear? [See Form No. 3004_365, Form No. 4812_316 and Form No. 3005_393.]

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 7. -- You failed to specify in Paragraph 3 of Form No. 4813_193 exactly what corrective measures are required to be accomplished. Your specification under the aforesaid Paragraph 3 is general. It is no part of the duty of the Contractor either in the design stage or at a later stage to designate what is to be installed. It is the duty of the Architect to designate completely, definitely, and clearly the methods and materials for installing the work, and this applies to decisions related to remedy of condemned work as well as to the original design. If the specifications under Paragraph 3 of Form No. 4813_193 are not clear, the Contractor has a duty to decline to proceed, since the General Conditions state that the Contractor shall do no work without proper drawings and instructions.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 8. -- You have erroneously alleged that the Contractor has the duty to produce a result. [See Paragraph 2 of Form No.3005_ 393.] You may no rely upon a result specification or upon a generality. The Architectural contract and the code of ethics of the A.I.A. prohibit the Architect from calling for a result unless he shall have designated the methods and materials which will produce the result. If you allege breach of contract, you must do so with respect to methods and materials -- not generalities. In your decision under Paragraph 3 of Form No. 3101_193 you must include specifications and/or drawings indicating precisely the methods and materials to be used in executing the correction or

remedy of condemned work, since the General Conditions state that the Contractor shall do no work without proper drawings and instructions. [See Paragraphs 4 and 6 of Form No. 3006_397 and Paragraph 3 of Form No. 3005_393.]

[Item(s) No.(s) . . . . . .
. . . . .]

* * * * * * *

__/ Topic No. 9. -- You have recommended a solution under Paragraph 3 of Form No. 3101_193. This is contrary to the contract procedure. The Architect is required to issue instructions in the form of a specification showing completely, definitely, and clearly, and clearly what remedy is to be executed by the Contractor. The remedy must be consistent with and a true development of the bidding documents. The General Conditions state that the Contractor shall do no work without proper drawings and instructions. Recommendations are not instructions. Recommendations amount to an effort to get the Contractor involved in design. Design is your function, not the Contractor's. Tell the Contractor what he must do.

[Item(s) No.(s) . . . . . .
. . . . .]

* * * * * * *

__/ Topic No. 10. -- Your decision is inadequate because you did not spell out, particularize, and specify the physical nature of the defect, default, omission, or noncompliance. You did not allege facts in support of the conclusion(s) drawn. Such a decision serves no useful purpose; on the contrary it delays the obtaining of relief for our tenants. Your decision in its present form is unenforceable. [Please refer to Paragraph 8 of Form No. 4811_156 sent to you under date of _____ for guidance. [See also Paragraph 4 and 6 of Form No. 3006_397 and Paragraph 3 of Form No. 3005_393.]

[Item(s) No.(s) . . . . . .
. . . . .]

* * * * * * *

__/ Topic No. 11. -- There is no allegation made in your decision that the Contractor failed to install the work in accordance with the methods and materials designated. Consequently, your decision in its present form is unenforceable. The Contractor agreed in the proposal form to install the work one time in accordance with the contract documents. You have not alleged in what manner he failed to do so. [Please refer to Paragraph 4 and 6 of Form No. 3006_397 and to Paragraph 3 of Form No. 3005_393.]

[Item(s) No.(s) . . . . . .
. . . . .]

* * * * * * *

__/ Topic No. 12. -- You have rendered a decision that the materials are faulty. You have cited in proof of breach of contract that the materials are not of good quality as required by Article 9, but you have not made allegations of fact on the basis of which you concluded that the standard of good quality has been breached. You are the victim of the error in logic known as begging the question. If a decision of the Architect based on breach of the standard of good quality is to be enforced it must be supported by allegations with respect to the physical conditions which constitute deviations from the standard of good quality. Remember that Article 9_is applicable only if quality is not specified "otherwise". If there is a specification "otherwise", then you must apply the criterion established "otherwise". In your decision, you must recite the physical deviation from the standard "otherwise" specified; otherwise your decision will be invalid and unenforceable.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 13. -- You have rendered a decision that the workmanship is faulty, but you have fallen into the error of begging the question by maintaining that the Contractor has breached his contract without your alleging facts which, if true, would prove a breach. The mere fact that the result is unsatisfactory does not prove that the Contractor has executed the work negligently. In the absence of allegation of physical facts which tend to prove that the Contractor did, in fact, execute the work in a faulty manner, any decision that there has been faulty workmanship is exceptionable. Unless the Contractor has breached his contract, he is not answerable unsatisfactory results. Hence, an Notice of Non Compliance based on faulty workmanship must contain a declaration as to the way in which the workmanship was faulty.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 14. -- Your decision is a demand for maintenance. Our contract does not provide for maintenance. The Contractor is not an insurer against deterioration or against wear and tear. He does not establish the quality of materials to be installed nor does he warrant that the work will be suitable or durable; he only agrees to install in accordance with the methods and materials designated and that only one time. [See Paragraph 2 of Form No. 3005_393. See also Paragraphs 4 and 5 of Form No. 3006_397.]

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 15. -- You have drawn conclusion(s) without alleging facts in support of the conclusion(s). The mere fact that a given condition exists does not prove that the condition is the result of a breach of contract. Your decision is a non sequitur. [See Paragraphs 4 and 6 of Form No. 3006_397. See also Paragraph 3 of Form No. 3005_393.]

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 16. -- You said nothing in your decision of which we were not already aware. You made no findings. You merely recited to us what we had reported to you. This is not a decision. You must recite the physical condition which is creating the complaint and allege facts in support of breach of contract; otherwise we have no legal or moral right to trouble the Contractor. What possible value can there be in an alleged decision of the Architect which merely advises the Owner of facts which the Owner, himself, has already advised the Architect?

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 17. -- The contract documents do not appear to us to call for the work to be installed in accordance with the instructions set forth under Paragraph 3 of your decision executed under date of _____. In exception of the taking of exception to your decision by the Contractor, please let us know on what provision of the bidding documents you relied when preparing the aforesaid instructions. [See Paragraph 1 of Form No. 3004_365. See also Paragraph 2 of Form No.

3005_393.] You have no right to authorize changes in the work without a change order signed by the Owner. Please verify to yourself that execution of work in accordance with your above-mentioned instructions will not produce a deviation from the methods and materials designated in the bidding documents. If a change order is necessary, please notify us at once.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 18. -- You have not decided whether the manufactured product (1) falls below the standard specified, (2) meets the specified standard, or (3) meets the specified standard but is unsuitable for the application designated. [See Paragraphs 1, 2, and 3 of Form No. 3006_397.]

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 19. -- You should issue an order for re-examination. See Paragraph 5 of Form No. 3005_393 and issue an order on Form No. 4805_394 under authority of Allotment Register No. (File No. AR). [Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 20. -- You have speculated instead of making a decision. Such words as "it appears", "apparently", "it is possible", "it would seem", "it may be", are related to the evidence which you should have weighed, as referred to in Paragraph 4 of Form No. 3005_393, for the purpose of rendering a clear-cut, unequivocal decision. After a judge has weighed the evidence, taking into consideration the appearance of things, what is apparent, what is real, what seems to be, what may be, etc., he makes a ruling or decision. His decision is yes or no. Your decision as interpreter of the conditions and judge of the performance of the contract must be yes or no. See Paragraphs 3 and 4 of Form No. 3005_393. No judge's decision would stand up under appeal if he did not make a definite finding as distinguished from an equivocation. Indecision on the part of a judge would be detrimental to the public interest. The sole purpose of referring a matter to a judge is to get a decision. If a baseball umpire prefaced his decisions by such words as "it may be", "possibly", etc., he would be disqualified from office by the commissioner and driven off the field by the fans.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 21. -- You have mistaken subjective intent for the intention which is to be derived from the contract documents. See Paragraph 2 of Form No. 3004_365.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 22. -- You are requiring the Contractor to test, experiment, investigate, or make a determination although no order for re-examination has been issued. You are attempting to delegate your decision-making duty to the Contractor. If re-examination is required, please issue an order for re-examination and then make your decision, but do not leave to the Contractor any decision making. It is improper to call upon the Contractor to make determinations. This is the function of the Architect. See

Paragraph 5 of Form No. 3005_393 for information regarding orders for re-examination. The General Conditions state that the Contractor shall do no work without proper drawings and instructions from the Architect, but you have attempted to delegate to the Contractor your duty to prepare drawings and issue instructions. The Architect must make decisions and issue instructions. The Architect may not delegate this function by imposing duties on the Contractor which are not assumed by the Contractor in a latter's agreement with the Owner.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 23. -- You have erroneously cited a deviation from a code as evidence of breach of contract. Specification of a code does not necessarily give rise to an entitlement to work, services, labor or materials. The General Conditions logically and properly provide that if the methods and materials designated do not conform to the code there must be an adjustment in the contract sum as provided in the contract for changes in the work. If you specified work or designed work which does not comply with the code, Is that a matter for which the Contractor is accountable? The answer is obviously in the negative.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 24. -- Your decision on Form No. 4813_193 is inconsistent with your certificate dated _____ in which you declared that the (air conditioning)(heating) system(s) had been started up, tested, adjusted, and balanced under seasonable weather conditions and found to comply with the contract documents. Please send us a written explanation for this inconsistency and confirm that prior to executing the above-mentioned certificate dated _____ you complied with the procedure set forth in Paragraph 1 of Forms Nos. 4933_322air and 4934_322heat as forwarded to you under the date of _____. Please let us have as soon as possible a new certificate in the language set forth in Paragraph 1 of the above-mentioned Forms Nos. 4933_322air and 4934_322heat. We are, therefore, awaiting (1) explanation, (2) confirmation, and (3) certificate.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 25. -- You have concluded there was breach of quality under Article 9 of the General Conditions, but you have not alleged in what manner there was neglect on the part of the Contractor. [Refer to Paragraph 8 of Form No. 4811_156 sent to you under date of for guidance. See also Paragraphs 4 and 6 of Form No. 3006_397 and Paragraph 3 of Form No. 3005_393.]

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 26. -- You have not construed Article 9 correctly. Before making a decision that there has been a breach of Article 9, the Architect must determine whether a given quality was called for in the trade sections. Article 9 is applicable only when the quality is not "otherwise specified". If in the trade sections [which is "otherwise"] the Architect called for a manufactured product of a given manufacturer or of a given type then we are entitled only to that quality which is called for "otherwise". We are entitled to the quality of product of the usual quality and character usually furnished by the manufacturer for the catalogue number or brand name stipulated. See Form No. 397 and determine whether the product falls within the description of Paragraph 1, Paragraph 2, or Paragraph 3. The

decision you have rendered is a non sequitur. It is not based on allegations of fact which support the conclusion drawn.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 27. -- The question presented under the complaint is, Has the Contractor breached his contract? The decision you have rendered begs the question in that you have formed a conclusion by making an assumption which is as much in need of proof as the conclusion itself. You have assumed as a fact the very thing you profess to prove. You must cite the provision or provisions of the contract documents which has or have been breached if you are to avoid the mistake which the logicians call begging the question. You are the victim of the error logicians call begging the question in that you have alleged as evidence of breach of contract the fact that the results are unsatisfactory. Unsatisfactory result is no proof of breach of contract. Breach of contract is evidenced by physical deviation from the methods and materials designated in the contract documents. [Please refer to Paragraph 1 of Form No. 3004_365, Paragraphs 4 and 6 of Form No. 3006_397, and Paragraph 2 of Form No. 3005_393.]

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 28. -- You have not stated facts which tend to prove deviation from the methods and materials designated in the contract documents. You have rendered a decision respecting a manufactured product without applying the principles of Form No. 3006_397. Please get these forms before you and then . . .

(a) Refer closely to Paragraph 2 [lemon] of Form No. 3006_397 and ask yourself these questions. Is the product a lemon? Did the Owner give notice prior to expiration of the express warranty? [If you determine that the product installed is a lemon, please be guided by the "Memo to Architect" commencing at the foot of Page 2 of Form No. 3006_397.]

(b) Refer closely to Paragraph 1 [product meets specified quality] of Form No. 3006_397 and ask yourself this question. Has the Contractor installed a product "of the usual and customary character and quality usually furnished by the designated manufacturer" when a product of "the catalogue number, model number, or quality level designated in the bidding documents" is to be installed? [If your answer is yes, you must decide in favor of the Contractor, and the entry under Paragraph 1 of Form No. 4813_193 would be as follows: "Without negligence in the installation the Contractor has installed a product of the usual and customary character and quality usually furnished by the designated manufacturer for the quality level specified."

(c) Refer closely to Paragraph 3 [product unsuitable for designated application] of Form No. 3006_397 and ask yourself the same question proposed under (b), above, and then ask yourself also, Is the product "suitable for the purpose for which the product is specified"? If your answer is yes to the first question or if you are of the opinion that the product is not suitable for the application for which it was specified, you must decide in favor of the Contractor, and the entry under Paragraph 1 of Form No. 193 would be as follows: "Without

negligence in the installation the Contractor has installed a product of the usual and customary character and quality usually furnished by the designated manufacturer for the quality level specified."

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 29. -- The article(s) cited by you in your decision contain murder clauses similar to the following: "all necessary devices", "all attachments to [produce a given result]", "necessary to produce a satisfactory system", "all accessories required for a complete job", "if required", "suitable for intended purpose", "when required", "as directed", "in accordance with the best practice", "where possible", "suitable allowance", "ample allowance", "with least inconvenience to occupants", "in a manner satisfactory to Architect", "all applicable codes", "as needed", "customary", "for best appearance", "in general", "thoroughly compacted", "sufficient", "good practice", "when deemed necessary", "ample capacity", "appropriate", "adequate provision for expansion and contraction", "attractive". The Georgia Court of Appeals has said such language is chaotic with ambiguity. Please refer to Paragraphs 26 and 27 of the Memorandum of Policy.

[Item(s) No.(s) . . . . .]

* * * * * * *

__/ Topic No. 30. -- The bare citation of general provision of the bidding documents without indicating in what manner, physically, the provision has been violated is begging the question. In support of your decision that the cited provision has been violated, you must allege the physical facts which tend to prove violation. [Please see the comments under Topic No. 27 of the present form. Please see also Paragraph 1 of Form No. 3004_365, Paragraphs 4 and 6 of Form No. 3006_397, and Paragraph 2 of Form No. 3005_393.]

[Item(s) No.(s) . . . . .]

APPENDIX NO. 3

STATEMENT REGARDING FIXTURES NOT IN THE CONTRACT [NIC]

1. It is clear that the installation of fixtures separately from the contract with the general contractor is a costly mistake, and it is equally clear that installing equipment in this manner creates split responsibility. Nevertheless, some Using Agencies find it impossible for various reasons to do otherwise. The Owner can produce convincing proof that over the years there have been instances in which separation of fixtures or other necessary work from the general contract have caused serious problems for the Using Agency.

2. The architectural contract does not call for the ARCHITECT to specify loose furniture or equipment but his contract does require him to include all fixed equipment unless omission has been expressly ordered by the Using Agency.

3. If the Using Agency has instructed the ARCHITECT not to include fixtures the procedure outlined hereinafter must be followed.

4. The Owner cannot undertake a hybrid operation. Accordingly, the general contractor will not install the fixtures or equipment under his contract with the Owner. The equipment must be installed under the jurisdiction of the Using Agency. There will be no objection on the part of the Owner if the Using Agency wishes to enter into a wholly independent contract with the general contractor who constructs the buildings under which independent contract the general contractor would make installation of the equipment to be purchase and furnished to the job by the Using Agency. In the absence of such an arrangement between the Using Agency and general CONTRACTOR, no fixtures may be installed until after the final certificate of the ARCHITECT has been issued.

5. In order that the Owner may prevent any inconvenience and extra expense to the Using Agency in the matter of roughing and utilities, it will be necessary for the Using Agency to review the contract drawings to insure that proper roughing has been provided for the equipment which is to be installed by the Using Agency. In the absence of notice to the contrary, from the Using Agency, the Owner will have no choice but to install the work covered by the construction contract strictly in accordance with the plans and specifications.

6. By copy of the present memorandum, we are calling to the attention of the ARCHITECT that there must be no provision in the contract documents for the contractor to install any equipment which is not to be purchased under the construction contract. As indicated above, this does not prohibit the Using Agency from making, at a later date, independent arrangements with the contractor to install equipment on behalf of the Using Agency. The Owner will not be one of the parties to such independent contract as might be entered into between the Using Agency and the general contractor. Obviously, such arrangements may not include any changes in the original contract documents.

7. The Using Agency must be certain that it has furnished the ARCHITECT with complete, definite, and clear information, including drawings if necessary, for fixed equipment which is to be purchased by the Using Agency in order that the ARCHITECT may be certain that the roughing which has been provided for in the contract documents will be compatible with the equipment to be purchased or supplied by the Using Agency,.

8. If the Using Agency has any doubt as to the distinction between furniture and fixtures, please refer to "The Fox" under the topic "Loose Equipment vs. Fixtures." A copy of "The Fox" has been furnished to the Using Agency earlier, but if it has been misplaced, we shall be glad to send another copy on request.

9. The Owner warns again that the purchase of fixtures by separate contract is a serious mistake and should be avoided if at all possible. Under certain federal programs the grant requires the grantee to be the vendee. In such instances the Using Agency cannot avoid purchasing fixtures separately.

10.Work that is NIC should not be confused with "Work by Others." [See "Inclusion of Work to be Done by Using Agency, Owner, or Others Prohibited" in Memorandum of Policy].

A P P E N D I X N O. 4

(Date)

MEMORANDUM TO ARCHITECT

RE: BIDDING DOCUMENTS AND BIDDING PROCEDURE: PROJECT NO.

1. We have received plans and specifications for the **Project Name & No.** and have issued an invitation to bid. The set of bidding documents that we have in our office is the OFFICIAL SET. No changes may be made to these documents except by addenda. At the bid opening, the architect will be asked to review our set of documents and certify to us that it is an exact copy of the bidding documents provided to the bidders.

2. Plans and specifications **must be complete** and must not leave any work "to be done by Owner" or "to be done by others." If there is anything not included in the plans and specifications necessary for completion of the building or left to "others" or "Owner," we ask that you correct it immediately by addenda. If the local officials have assumed responsibility for any grading, utility extensions, or work of any nature necessary for the completion of the buildings, please report this to us by telephone at once regardless of any previous understanding you may have had with the local officials or the owner or both. If your plans and specifications do not include extension and connection to utility lines now existing (or provision for complete utilities), please telephone us immediately. Under your contract, you were directed to provide for extension and connection of utilities (or to provide for complete utilities). If this requirement has not been carried out, **you will be held liable** under your contract. Too much emphasis cannot be placed on the importance of your complying with the requirement that the architectural plans and specifications shall show existing topography and utilities in complete agreement with the physical conditions of the site at the time final plans and specifications are advertised for bids. If any grading has been done by local officials since completion of the topographical survey on the basis of which plans were prepared, we require that the grading as accomplished be checked to insure absolute conformity to the plans.

3. **Invitations to bid** on the captioned work have been published and distributed by our office with a copy to you. Outlined herein you will find our policy regarding bidding procedures. Please read this memorandum carefully and follow the policies stated.

4. **The Plan bureaus listed on the attached "Exhibit A"** have been furnished a copy of the Invitation to Bid by our office. Please furnish a complete set of bidding documents to these bureaus for use in their plan rooms. They need not be charged a deposit but should be required to return the documents in good condition after bids are taken.

5. **Bidding documents** - We ask that the architect take all necessary precautions against running out of plans and specifications. The bidding is public and all requests for plans and specifications accompanied by deposits must be handled promptly. In issuing bidding documents, please follow carefully the policy stated in the Invitation to Bid. Do **NOT** issue partial sets. Bidding material should be forwarded, shipping charges collect, as soon as possible upon public request.

6. **Plan Deposits** - The plan deposit is established in the Invitation to Bid based on the advice of the architect as to the cost of reproduction of bidding documents from the architect's cost records for printing drawings and specifications. The architect should refund the full amount of deposit for one set upon return of such set in good condition within thirty days after opening of bids. One-half of deposits for additional bid sets should be refunded upon return to the architect of complete documents in good condition within thirty days after opening of bids. "Good condition" is defined to require that documents not have been taken apart or marked in a manner that limits their re-use for construction.

7. **Accounting of plan deposits** - After bids have been taken, please furnish us an accounting of deposits and refunds together with your check for the full amount of the retained portion of deposits. Please do not set off against the retainage the amount we may owe you as reimbursement for plans and specifications. We shall handle these two transactions separately. We ask you to send us, after work commences, your statement for reimbursement of the cost of reproduction of plans in excess of the six copies to which we are entitled and of the cost reproduction of specifications in excess of the six copies to which we are entitled. Enclosed you will find copies of **Form No. 24** to be used in submitting an accounting of plan deposits. ***[Note: Please do not send this office six sets of documents.]***

8. **Addenda** - Please keep a careful record of all persons and agencies that take out bidding documents and be very certain that every one of them is furnished a copy of any addendum that is issued. Standard Addenda [addenda written by our office and sent to the architect for distribution (Standard Addendum A-1, Standard Addendum A-2, etc.), and Addenda issued by the architect (Addendum No. 1, Addendum No. 2, etc.) are to be sent regular mail. The architect may not make any changes in the work (as drawn and specified and as submitted to us with the approval of the department) without prior approval of the department. Consequently, any addenda that are for any purpose other than to clarify the bidding documents or that are requested by our office, must be submitted for approval prior to issuance, the approval to be obtained in the same manner as approval of plans and specifications. Please e-mail a copy of any addendum to our office **immediately** upon issuance of same so that we may post the addendum to our web site. Please attempt to format the addendum into a single electronic file. Also, please mail a hard copy to our office for our files.

9. **Opening of bids** - Please have one of the principals of your firm present to represent your office at the bid opening.

10. **Bid tabulation** - Please prepare a bid tabulation in advance in sufficient quantity for distribution to each person attending the bid opening. The format will vary from one project to another, but it is requested that the maximum size be limited to 8 ½" X 14". More than one page may be used if necessary. Please recall that the bidders must be listed alphabetically. The bid tabulation must bear a certification as follows:

    "I certify that this is a correct tabulation of bids as read aloud, and I certify that I have personally and visually checked the tabulation against the proposal forms submitted. John Doe is the apparent low bidder."

11. **List of contract documents** - Please prepare and deliver to this office at the bid opening a typewritten list of contract documents for our use in completing Article 6 of the Form of Agreement (Form 4115_418). Please make certain that the list includes all addenda issued *[See attached specimen list - **Form No. 19-2A**]*.

12. **Travel expenses** incurred at the request of this office will be paid in accordance with the **architectural contract**. This will include travel in connection with supervision of the work in the event you are requested to provide supervision services as well as travel in connection with the opening of bids.

    a. The rules and regulations promulgated by the State Auditor pertaining to payment of travel expenses require that the following be furnished in connection with statements for

reimbursement:

Mileage reading **start**
Mileage reading **finish**
Total mileage for the day.

Cost of meals by indication as to whether breakfast, lunch, or dinner is charged. Reimbursement for meals is not allowable unless overnight lodging is incurred or unless the employee departs prior to 6:30 A.M. and returns later than 7:30 P.M. The noon meal is not reimbursable unless the employee departs prior to 6:30 A.M., returns after 7:30 P.M., and charges for both breakfast and dinner.

Hotel Room - obtain receipt from hotel.

b. The date of the mileage and the charges should be shown on the statement. Travel shall be reimbursed for mileage at the same mileage rate established by the State of Georgia Statewide Travel Regulations as of October 1, 2006, or subsequently amended, as traveling expense when traveling in the service of the state or any agency thereof by personal motor vehicle and, in addition to mileage, shall be reimbursed for actual expenses incurred by reason of tolls and parking fees.

Sincerely yours,

Gena L. Abraham
Director

GLA:ms

cc: Make-Up Folder
Correspondence Folder
Pending File -- Suspend 60 days following date of bid opening *[awaiting receipt of Accounting on bidding documents per Policy Register No. 260]* -- **(show suspense date)**

Enclosures: (3)
#1 - Exhibit "A"
#2 - Form No. 4010_24 *[Two copies for each project]*
#3 - Form No. 4119_19-2A

EXHIBIT "A"

Associated General Contractors 101 West 21st Street Chattanooga, Tennessee 37408 423-265-1111 / 423-266-0905	F.W. Dodge Corporation 2129 Northwest Parkway – Suite 105 Marietta, GA 30067 770-953-2442 / 770-953-2430
AGC Builders' Exchange 1940 The Exchange, Suite 300 Atlanta, GA 30339 678-298-4130 / 678-298-4131	F.W. Dodge Corporation 1281 Broad Street Augusta, Georgia 30901 706-560-1001 / 706-560-0015
AGC Carolinas 211 Century Drive, Suite 120C Greenville, SC 29607 864-235-6064 / 864-235-6064	F.W. Dodge Corporation 2515 Old Whittlesey Road, Suite N Columbus, GA 31909 706-317-2252 / 706-317-2320
Augusta Builder's Exchange 1262 Merry Street Augusta, GA 30904 706-736-3553	F.W. Dodge Corporation 555 Walnut Street Macon, GA 31210 478/722-8099 / 478/743-1759
Construction Bulletin 7033-1 Commonwealth Avenue Jacksonville, FL 32220 904-388-0336 / 904-388-0109	F.W. Dodge Corporation 1000 Eisenhower Drive – Suite G Savannah, Georgia 31406 912-354-6696 / 912-352-7860
Reed Construction Data 30 Technology Parkway - Suite 500 Norcross, GA 30092-2912 Fax: 800/303-8629	F.W. Dodge Corporation 823 Thomasville Road Tallahassee, FL 32303 850-877-6987 / 850-942-2232
GA-ACP (Georgia Architects & Contractors Plan Room) Suite 50 1503 Johnson Ferry Road Marietta, Georgia 30062-6435 770-578-0022	Athens Blueprint and Copy Shop Attn: Michael Hodges 269 W. Dougherty Street Athens, Georgia 30601 706/548-0656

Form No. 4010_24

GEORGIA STATE FINANCING AND INVESTMENT COMMISSION
CONSTRUCTION DIVISION
Second Floor
270 Washington Street
Atlanta, Georgia 30334

Office of the Director **(404) 463-5600**
FAX (404) 463-5627

ACCOUNTING OF PLAN DEPOSITS

Project No. and Name: _____

Architectural Firm: _____

1.	Number of sets of drawings	_____
2.	Cost of reproduction of EACH set of drawings	$ _____
3.	Number of sets of specifications printed	_____
4.	Cost of reproduction of EACH set of specifications	$ _____
5.	Total of cost of reproduction of all bidding documents	$ _____

6. Bidding documents were distributed as follows: (Please show distribution of every set printed including those copies held in the architect's office.)

Name of Person or Firm Receiving Copies	No. Copies Specifications	No. Copies Drawings

7. Deposit(s) was/were required of the following:

Name of Person or Firm Making Deposit(s)	Amount of Deposit(s)

8. Refunds of entire amount of deposit for one set of bidding documents were made to the following:

Name of Person or Firm Receiving 100% Refund	Amount of Refund

9. Refunds of less than full amount of deposit or no refunds were made to the following:

Name of Person or Firm Receiving One-Half the Amount of Deposit	Amount Retained	Amount Refunded
	$	$

Signed:_____
Architectural Firm

By:_____

Name and Title
(*) <u>Note</u>: ***A check for the total amount retained should be sent to the Owner together with one copy of this accounting.***

Form No. 4119_19-2A

LIST OF CONTRACT DOCUMENTS
for use under Article 6 of Form of Agreement

Project No. _____
Project Name _____

1. Specifications dated:

2. Drawings as follows:

3. Addenda issued to specifications as follows:

4. The foregoing is a list of contract documents to be used under Article 6 of the Form of Agreement for Project No. _____ and is submitted to Georgia State Financing and Investment Commission by .

5. A copy of each addendum was sent to the Commission at the time of issuance (excepting only "Standard Addenda"), and each addendum (excepting only those involving interpretation for purposes of obtaining clarity) was approved in writing prior to issuance as requested in Paragraph 7 of Form No. 4120_019.

6. The undersigned certifies that the bidding documents issued to bidders were identical in form and content to the final set of documents submitted to _____.

Architectural Firm

By

Date