**SUP-01 Application of General Conditions.** Distinct Board of Regents standard General Requirements (Exhibit A) are included in the Master Task Order Contract. The General Requirements document applies to a specific delivery method as selected in Exhibit B. Any particular Task Order Agreement undertaken will use these General Requirements, along with this Supplementary General Conditions document (Exhibit D). By executing the Master Task Order Contract, the contractor is accepting that Georgia Institute of Technology (hereafter "Georgia Tech", "GIT" or "Georgia Institute of Technology") will select the delivery method of the contract.

**SUP-02 Task Order Contract Documents.** The Contract Documents for the Master Task Order Contract include the contract and all exhibits. The Master Task Order Contract and all exhibits, combined with an individual Task Order Agreement and all exhibits, will constitute the Contract Documents governing the Work related to that particular Task Order Agreement.

**SUP-03 Master Contract.** The Task Order Contractor shall provide detailed pricing, budgeting, design review, and other services necessary to assist Georgia Tech prior to the issuance of a Task Order Agreement. No compensation or guarantee is provided by the Owner or the Owner’s Representative until a Task Order Agreement is issued.

# SUP-04 Task Order Contract References.

1. Where references are made throughout to Project, Work, Guaranteed Maximum Price (GMP), schedule, Program, or Drawings, this refers to those elements as defined by a Task Order Agreement issued under the Master Task Order Contract.

**SUP-05 Owner’s Representative, Using Agency’s Representative.** For this contract, the on- site Owner's Representative and Using Agency’s Representative is the Construction Manager, Facilities Design and Construction Services, Georgia Tech.

# SUP-06 Project Administration

1. All documentation required by the specifications to be submitted to the "Owner" shall be routed through the Owner’s Representative.
2. Changes in the contract (including contract sum, time, scope or conditions) shall be authorized, in writing via Change Order solely by the Owner and/or the Owner's Representative prior to execution of the work. The Contractor shall disregard all non-emergency instructions from persons other than the Design Professional.
3. The Contractor shall bear all costs incurred by his failure to comply with the contract documents.

**SUP-07 Time of the Essence.** Each individual Task Order Agreement will indicate the allowable duration for the Work described in that Task Order Agreement.

**SUP-08 Precedence of Documents and Changes.** For all Work under the Master Task Order Contract, precedence shall be the following: In the event of conflict, the effective Task Order Agreement takes precedence over the Supplementary General Conditions, the Supplementary General Conditions takes precedence over the General Requirements, and the General Requirements takes precedence over the Master Contract. No change in the Contract Documents is effective unless notice shall have been issued by the Owner bearing the imprimatur of the Owner as follows:

*“By order of the Board of Regents of the University System of Georgia, Owner.”*

Neither the Program Manager nor the Design Professional has authority to amend the Contract Documents, orally, in writing, either expressly or by implication.

**SUP-09 Proceed Order.** Issuance of a Task Order by the Owner’s Representative shall serve as a Proceed Order for the particular work defined by that Task Order Agreement. A Proceed Order is a condition precedent to the execution of any Work on the site by the Task Order Contractor.

**SUP-10 Reasonable Termination Expenses.** No expenses shall be owed to the Contractor for any work performed unless that work is performed under a particular Task Order Agreement.

**SUP-11 Definitions.** Add the following definitions:

1. Task Order Agreement: A document issued by Owner that serves, when combined with the Master Task Order Contract, as Contract Documents for the work defined therein.
2. Task Order Contractor: Synonymous with Contractor, Design-Builder, and CM/GC for the purposes of the Master Task Order Contract and any Task Order Agreements.
3. Task Order: A distinct scope of work and collection of associated documents that are defined by a Task Order Agreement.

**SUP-12 TOBACCO-FREE CAMPUS POLICY.** Georgia Tech is a tobacco-free campus, in accordance with the Tobacco and Smoke Free Campus Policy passed by the Board of Regents. This policy bans all forms of tobacco on all university and college campuses in the University System of Georgia (USG). The ban includes traditional cigarettes and chewing tobacco as well as e-cigarettes, clove cigarettes, pipes, and hookahs. The goal of the policy is to protect and improve the health, comfort, and environment of students, employees, and any persons occupying the USG campuses. Although tobacco use will be prohibited on campus, some individuals may choose to continue to use tobacco away from campus. Georgia Tech respects this choice and is requesting that all staff, faculty, student, and campus visitors adhere to the tobacco-free policy while on campus.

**SUP-13 Inspection of Facilities for Pre-Existing Conditions**

1. The Contractor shall give notice in writing to the Design Professional (or Owner’s Representative when appropriate) prior to commencing work for the purpose of arranging for joint inspection by the Contractor, the Owner's Representative and the Design Professional during the course of which inspection the parties to the joint inspection shall prepare a schedule identifying and showing the location of any damage to the existing work which is ascertainable by visual inspection. The schedule shall be prepared in four counterpart originals each of which shall be dated and signed on behalf of each party to the joint inspection. An executed and dated counterpart shall be filed with Contractor, Owner's Representative, and Design Professional.
2. It is agreed that the preparation of this schedule is for the benefit of the Contractor and is intended to record visually ascertainable damage to existing construction. Subsequent to the signing of this schedule, the Contractor shall be responsible for repairing all damage to existing work not included on schedule; except that the Contractor shall not be responsible for repairing any existing damage which was not ascertainable by visual inspection or which was not the result of negligence on his part. The Contractor shall have no responsibility to repair any damage which is included on the schedule.

**SUP-14 Pre-Construction Meeting with Owner’s Representative.** After award of the contract, a pre-construction meeting shall be held at Georgia Institute of Technology between the Owner's Representative, Contractor, and Design Professional to review the project and set up the approximate work sequence schedule, and to review these Supplementary General Conditions.

# SUP-15 Access to Premises

1. Ingress and egress shall be limited to the most direct access to the subject work areas, roofs, mechanical rooms and equipment. No vehicles or material shall be located, even temporarily, so as to hinder normal campus functions. Any debris dropped or tracked outside of areas in which work is being performed shall be immediately cleaned up.
2. The Contractor shall obtain and pay for all city permits for blocking or impeding lanes of traffic while making deliveries and/or in conjunction with work.

**SUP-16 Security of Building.** The Contractor shall be responsible for keeping any area of the building where the Contractor is doing work locked and secured whenever the area is not occupied by the Contractor's personnel, and for keeping the building locked and secured when not occupied by the Owner. If construction keying is included in work scope, Contractor shall furnish key to Georgia Institute of Technology Police Department and Lockshop for emergency use.

**SUP-17 Bond Requirements.** Performance bonds, payment bonds, and bid bonds are not required for construction bids less than $100,000.00 (Excluding all deductive alternates).

# SUP-18 Protection of Public from Injury – Safety Plan. Due to the campus remaining open

# during construction and due to the large number of University personnel in the vicinity

# of the construction area, the Contractor is cautioned to exercise special care in

# protecting the public from injury during all phases of the work. The Contractor shall

# provide adequate protective barriers to restrain public access to hazardous areas.

**SUP-19 Sanitation.** The Contractor, at the discretion of the Owner’s Representative, will be allowed the use of existing toilets in the building provided such facilities are left in a clean and sanitary condition.

# SUP-20 Storage Areas

1. Contractor may store materials in the unoccupied work areas of the building, but only at times when it does not interfere with construction in the space, and may store materials within the boundary of the other construction materials storage areas defined on the Drawings. At completion of the work, all material and debris shall be removed from all areas.
2. Storage: All materials not used at the end of each day shall be returned to the designated storage areas.
3. Adjacent Areas: The Contractor is cautioned pertaining to the proper storage of material. The job sites are located in an urban environment, with student and faculty traffic around all sides. Material shall not be stacked to hinder pedestrian or vehicular traffic. No material shall be allowed in areas where work is not being performed except as otherwise designated on the Drawings.

**SUP-21 Trash Disposal.** The Contractor shall allow no trash or debris to accumulate and shall remove same from within the building each day when the Contractor’s employees have left the premises and shall remove same from the overall work area and storage areas at the end of each work week. All building material and trash shall be disposed of legally off the campus (see **SUP-35** for Preferred Haulers). Burning of material on the site shall not be permitted.

**SUP-22 Parking.** Parking passes for all contractor parking must be purchased through the Georgia Institute of Technology Parking Office. Visit [www.parking.gatech.edu](http://www.parking.gatech.edu) for complete information on vendor and visitor parking.

**SUP-23 Securing of Work Area.** Provide means for securing the work areas within the project site when the Contractor’s employees have left the premises.

**SUP-24 Use of Owner’s Utilities.** The Owner agrees to provide at no cost to the Contractor service from the existing utilities in the building for the execution of the work. The Contractor shall exercise conservation in the use of the Owner’s utilities to prevent waste. Contractor is required to protect Owner’s equipment such as panel boxes, circuit breakers, and to replace same at no cost to the Owner should they become damaged or broken. The Contractor shall not use University telephones or data networks.

# SUP-25 Interruption of Building Systems

1. **HVAC:** The Owner’s Representative may restrict interruptions otherwise PROVIDED: that in such event there shall be an adjustment in the work schedule; and PROVIDED FURTHER: that there shall be no restrictions otherwise except in an emergency affecting the safety of property, health, or life.
2. **Domestic Water:** The Contractor shall give notice to the Owner’s Representative at least fifteen (15) calendar days in advance of the date on which he wishes to interrupt Domestic Water service to the building or portions thereof. The duration of each separate interruption shall not exceed four (4) hours. No interruptions may take place except on weekends between the hour of 6:00 a.m. on Saturdays and the hour of 9:00 p.m. on Sundays. The Contractor may otherwise interrupt service at any time and duration provided that written permission from the Owner’s Representative to do so has been obtained by the Contractor.

The Owner’s Representative may restrict interruptions otherwise PROVIDED: that in such event there shall be an adjustment in the work schedule; and PROVIDED FURTHER: that there shall be no restrictions otherwise except in an emergency affecting the safety of property, health, or life.

1. **Sprinkler Fire Protection System:** The Contractor shall give notice to the Owner’s Representative and to the Georgia Institute of Technology at least fifteen (15) days in advance of the date on which he wishes to interrupt fire protection service to the building. The duration of each separate interruption shall not exceed eight (8) hours.

The Owner’s Representative may restrict interruptions otherwise PROVIDED: That in such event there shall be an adjustment in the work schedule; and

PROVIDED FURTHER: that there shall be no restrictions otherwise except in an emergency affecting the safety of property, health, or life.

1. **Storm Service and Waste Service:** The Contractor shall give notice to the Owner’s Representative at least seven (7) calendar days in advance of the date on which he wishes to interrupt waste and storm sewer service. For waste, no interruptions may take place except over weekends between the hour of 6:00

a.m. on Saturdays and the hour of 6:00 p.m. on Sundays. For storm sewer, the interruptions may occur during working hours providing that the weather forecast does not anticipate rain. Only work which can be accomplished on one day may be undertaken unless provisions for temporary connections for the storm sewer are accomplished if overnight interruptions are necessary. The Contractor may otherwise interrupt service at any time provided that written permission from the Owner’s Representative to do so has been obtained by the Contractor.

The Owner’s Representative may restrict interruptions otherwise PROVIDED: that in such event there shall be an adjustment in the work schedule; and PROVIDED FURTHER: that there shall be no restrictions otherwise except in an emergency affecting the safety of property, health, or life.

1. **Electricity:** The Contractor shall give notice to the Owner’s Representative at least fifteen (15) calendar days in advance of the date on which he wishes to interrupt electrical service to the building or portions thereof. The

duration of each separate interruption shall not exceed eight (8) hours. No interruptions may take place except over weekends between the hour of 11:00 p.m. on Fridays and the hour of 6:00 p.m. on Sundays. The Contractor may otherwise interrupt service at any time and duration provided that written permission from the Owner’s Representative to do so has been obtained by the Contractor.

The Owner’s Representative may restrict interruptions otherwise PROVIDED: that in such event there shall be an adjustment in the work schedule; and PROVIDED FURTHER: that there shall be no restrictions otherwise except in an emergency affecting the safety of property, health, or life.

1. **Fire Alarm System:** The Contractor shall give notice to the Owner’s Representative at least fifteen (15) days in advance of the date on which he wishes to interrupt fire alarm system service to the building. The duration of each separate interruption shall not exceed eight (8) hours.

The Owner’s Representative may restrict interruptions otherwise PROVIDED: that in such event there shall be an adjustment in the work schedule; and PROVIDED FURTHER: that there shall be no restrictions otherwise except in an emergency affecting the safety of property, health, or life.

**SUP-26 Existing Facilities to Remain Operational and Accessible.** Coordination with the Owner’s Representative to determine acceptable work areas is critical to the completion of this project in the time scheduled. Corridors, stairs and

other exit ways shall remain in use and kept passable and free of debris and stored material at all times. Adjacent parking areas shall remain usable by tenants at all times except as otherwise arranged with the Owner’s Representative. When work is not physically being performed, these areas shall be free of material, equipment and debris of the Contractor. Interruptions to school functions shall be kept to a minimum. Adequate air conditioning, heating and lighting shall be maintained in all occupied spaces except as agreed upon with the Owner’s Representative.

**SUP-27 Possible Exposure to Hazardous Materials.** In the scope of performing the work, the Contractor’s employees could be exposed to hazardous materials. The Contractor shall determine what safety measures and precautions are necessary for their employees to safely work in areas of concerns. The Contractor is fully responsible for the safety of their employees, including notifying employees of possible hazards. This includes, but is not limited to, determining and providing the appropriate safety equipment for their employees to safely work in area of concern.

# SUP-28 Elevators.

1. University elevators may be used for material movement only with permission of the Owner’s Representative following an inspection of the facilities for pre- existing conditions in accordance with Supplementary General Conditions Paragraph SUP-04. The Owner reserves the right to restrict Contractor’s material movement use to non-business hours when any part of the building is occupied. Elevators shall be kept clear of debris and hazards at all times and shall be given a thorough cleaning at the end of each day’s use. The Contractor shall be responsible for cost of repair and/or replacement of all damage to elevator finishes and equipment occurring during the period of Contractor’s use. Confirm the maximum load capacity of the freight elevator with the Owner’s representative. Contractor shall protect the elevator interiors if elevators are utilized.
2. University elevators may be used for material movement only with permission of the Owner’s Representative following an inspection of the facilities for pre- existing conditions in accordance with Supplementary General Conditions Paragraph SUP-04. The Owner reserves the right to restrict Contractor’s material movement use to non-business hours when any part of the building is occupied. Elevators shall be kept clear of debris and hazards at all times and shall be given a thorough cleaning at the end of each day’s use. The Contractor shall be responsible for cost of repair and/or replacement of all damage to elevator finishes and equipment occurring during the period of Contractor’s use. Confirm the maximum load capacity of the freight elevator with the Owner’s representative. Contractor shall protect the elevator interiors if elevators are utilized.
3. The Contractor shall take digital picture(s) showing the condition of elevator cab prior to start of Construction. The elevator cab walls shall be protected with a self-supporting 2” X 2” frame with masonite or plywood cover. Do not penetrate any elevator components with fasteners. Protect floor with wall to wall nonskid hard rubber floor mat or carpet over masonite. At the entrance to the elevator lobby provide a wet and a dry walk off mat to prevent any dust or debris to track to the rest of the building.
4. Prior to 0630 hours, Contractor shall complete cleaning of all surfaces. Area shall be re-checked and cleaned, as necessary, during work day. Contractor shall be responsible for cleaning all dust and debris from other areas of the building should it be determined by the Owner that it is a result of the construction project. If any damage is done by the Contractor then the Owner shall get the repair work done by the current elevator contractor, retained by the Owner, for maintaining all campus elevators. The Owner shall back charge the project construction Contractor for the cost.
5. The Owner’s definition of “clean” for elevator cabs includes but is not limited to the following:
   1. no loose debris on floor or in elevator door tracks
   2. no soiled walls
   3. polished stainless steel
   4. floor and door surfaces clean of footprints, handprints and streaks.

The Owner’s definition of “clean” for elevator lobbies includes but is not limited to the following:

1. no loose debris or dust
2. floors swept and mopped, or carpet vacuumed clean
3. the floor and door clean of footprints, streaks and handprints.
4. At or about 0630 hours, the Owner’s representative will check these areas. If conditions are not acceptable, the Contractor will be called to respond and provide adequate cleaning of the areas. If conditions are not corrected by 0700 hours, the Owner’s representative will provide for the cleaning; but, the Contractor shall be back charged. The decision by Owner to take responsibility to clean the affected areas is final. The Contractor shall be charged $100

per elevator lobby and $50 per elevator cab.

**SUP-29 Phasing of the Work.** Phasing of the Work shall be defined under each Task Order Agreement.

**SUP-30 Existing Furniture.** The contractor shall coordinate the removal, temporary storage, and return and set-up of all existing furniture and equipment within the Scope of Work for this project that requires removal. The contractor shall also be responsible for providing full protection of any furniture and equipment that is to remain on site. Any and all costs associated with this activity shall be borne by the Contractor.

**SUP-31 Contractor Coordination with Regulating Bodies.** The contractor shall coordinate with the City of Atlanta any project specific permits and restrictions thereof including closure of city streets for crane operation. In addition, if other means of lifting equipment and materials to the roof are utilized, the contractor shall coordinate the efforts with all associated governing bodies. Any and all costs associated with permits, temporary closing of streets and securing local law enforcement shall be borne by the Contractor.

**SUP-32 Cutting or Coring.** During regular building occupied hours, the contractor shall keep dust and noise to a minimum; therefore, cutting, coring, chipping or any similar method of modifications to the building structure shall be prohibited from 9AM to 6PM on Monday through Thursday and from 9AM to 5PM on Fridays.

**SUP-33 Small Business and Minority Vendor Designee.** The designee of the Board of Regents of the University System of Georgia by and on Behalf of Georgia Institute of Technology to act as liaison with small business and minority vendors is Ms. Sharon Rollow, Small Business Liaison. For more information, please contact Georgia Tech's Purchasing Department by phone at 404-894-6952.

**SUP-34 Term Clarification.** Every reference in the General Requirements of the BOR Construction Contract document to the term General Requirements/Conditions or to the term Supplementary General Conditions shall mean General Requirements/Conditions or Supplementary General Conditions of the Task Order Agreement, respectively.

**SUP-35 Construction & Demolition Waste Recycling.** Contractors shall use a Georgia Tech preferred hauler (see below) for the hauling and recycling of all construction and demolition waste. These haulers have committed to helping Georgia Tech achieve an 85% diversion rate of all waste generated on the jobsites and document and report back to Georgia Tech. Alternate haulers must be submitted for review and approval prior to use. Preferred haulers are:

1. Patterson Services, Inc.
2. Contact Person: Cynthia Poselenzny
3. Phone Number: 404-505-1449
4. Email: [packerind@aol.com](mailto:packerind@aol.com)
5. AWS
6. Contact Person: Heather Dinsmore
7. Phone Number: 678-270-8654
8. Email: [heather@alternativewastesolutions.net](mailto:heather@alternativewastesolutions.net)
9. Waste Management, Inc.
10. Contact Person: Brandon Moody
11. Phone Number: 404-561-1973
12. Email: [mbmoody@wm.com](mailto:mbmoody@wm.com)
13. Waste Eliminators
14. Contact Person: Raymond Dicky
15. Phone Number: 770-979-2688
16. Email: raymond@wasteeliminator.com

**SUP-36** **University Standards.** In addition to the documents referenced elsewhere in this contract and those noted below, Contractor shall comply with the requirements set forth in the most current version of the Georgia Tech Architectural and Engineering Design Standards for Building Technology (also known as the Georgia Tech “Yellow Book”). This document includes campus technical design standards for both renovation and new construction: <http://www.facilities.gatech.edu/dc/standards/>

1. Construction fencing shall be installed around work site as required and coordinated with GT Construction Manager. Fencing shall be covered with ‘black’ colored fabric with air holes to limit visibility into construction site. Ground support for fencing (feet, sandbags etc,) shall be on the construction side of the fencing leaving the pedestrian side clear of all walking hazards. Any gates requiring emergency vehicle access will be secured with Knox Lock requested from Georgia Tech Fire Safety Office – see <https://www.ehs.gatech.edu/fire> .
2. All contractor signage shall be approved by GT Construction Manager prior to installation.
3. Contractor shall provide construction staging plan to GT Construction Manager at pre-construction meeting.
   1. Contractor shall coordinate the following with the GT Fire Marshal’s office: Hot Work Permit, Crane Permit, Trailer Permit, Pre-Construction Meeting, 50, 80 and 100% inspections and fire alarm and sprinkler system work. Access requests on <https://www.ehs.gatech.edu/fire> .
   2. Contractor to have full time competent supervision onsite during construction or per the agreed upon general conditions established at the time of award.
   3. Dumpsters will be placed at a minimum of 25 feet away from the building. The contractor will be responsible to coordinate the dumpster location with GA Tech Fire Marshal at the FM pre-construction meeting.
   4. Temporary partitions which impact life safety shall be approved by GA Tech Fire Marshal prior to installation.
   5. For interior projects:
      1. Dust partitions and / or zip walls shall be installed if the construction area is exposed to the building occupants.
      2. Existing building finishes along the access points to the construction area shall be protected. Any damages shall be repaired at the expense of the contractor. It will be the contractor’s responsibility to document existing damages.
      3. Construction walk-off mats are required at all entrance and exit points

of the construction area.

* + 1. Common areas utilized by the contractor shall be cleaned daily.
    2. The building freight and/or passenger elevator used by the contractor shall be protected for the duration of construction.

**SUP-37 Permits.** Contractor shall obtain and pay for all required local and state permits, licenses, and registrations. Work may be subject to ordinances, laws, codes, and regulations including but not necessarily limited to:

* + - 1. City of Atlanta, Georgia Building Code.
      2. Occupational Safety and Health Administration (OSHA) requirements, as applicable.
      3. United States Environmental Protection Agency (EPA) requirements

**SUP-38** **Contractor/Subcontractor Identification.** **ALL workers shall have a company picture ID**

**visible and on their person at all times**. Contractors working in buildings on campus after

hours are required to purchase BuzzCard identification cards to work. This information,

and the cost, can be found at <http://www.buzzcard.gatech.edu/> .

**SUP-39 Contract Documents (DBB and CM at Risk).** Please strike paragraph 1.1.7.2 in Section 1 – General Conditions, Part 1 – General Provisions.

**SUP-40** **Bidding Between Task Order Contractors.** If GIT deems it is beneficial to the

project that the work be bid among multiple Task Order Contractors, then this

option will be exercised and fully disclosed to the respective Task Order Contractors

requested to take part in the Bid.

**SUP-41 Georgia Tech Facilities, Inc. Projects.** Georgia Tech manages projects on behalf of Georgia Tech Facilities, Inc. (GTFI) for Public Private Venture projects. For such projects, either a Development Management Services Agreement (DMSA) or a Project Management Services Agreement (PMSA) is executed between Georgia Tech and GTFI to provide project management services. At the Owner’s sole discretion, the advertisement and procurement of this Master Task Order Agreement may be utilized in support of GTFI projects with an executed DMSA or PMSA. In such cases, if the Task Order Contractor is agreeable to completing the work for GTFI, a Task Order Agreement – Exhibit B will be negotiated and executed between GTFI and the Task Order Contractor. All back-up documentation and submissions typically required for Task Order work will be required in the contract with GTFI. The contract value of any contract agreement executed by GTFI will be logged against the Task Order Master Contract dollar limit for the year.

**SUP-42**    **Confidentiality of Information.**  GIT may provide information to Task Order Contractor that

must be protected as confidential until such information is no longer treated as confidential

by GIT.  Task Order Contractor shall share GIT Confidential Information only with its

employees, subcontractors, and agents who have a need to know such information to

perform required tasks.  Task Order Contractor shall not re-disclose and shall ensure that

its employees, subcontractors, and agents shall not re-disclose GIT information until Task

Order Contractor has verified in writing that such information is not considered confidential

to GIT or that the information is no longer deemed to be protected as GIT Confidential

Information.   From time to time, GIT may provide third party confidential information to

Task Order Contractor.  GIT may have received this third party information under additional

terms and conditions.  Task Order Contractor shall treat such third party confidential

information as GIT Confidential Information and ensure that such information is not re-

disclosed without GIT’s written authorization. If GIT is subject to additional terms and

conditions, Task Order Contractor shall be provided a copy of such terms and Task Order

Contractor shall comply with such additional terms and conditions.

**SUP-42**    **Health and Safety Plan Outline (Minimum Requirements).**

* Name and telephone number(s) of the person responsible for safety on this project. (This must be a 24-

hour number through the duration of the project.)

* A list of all hazardous materials to be used for the project, plus the projected amounts of the material to be onsite at any one time.
* Material Safety Data Sheets (MSDS) for all hazardous materials to be used. This includes, but is not limited to, all cleaning supplies, lubricants, oils, solvents, glues, adhesives, plastics, paints, varnishes, and any other material to be used on the project.
* Control measures that will be used by the contractor to protect both the contractor's employees and GIT's employees and students for each hazardous material to be brought onsite, Fire suppression methods to be employed, Include types of fire suppression equipment to be available on site for use by the contractor’s employees.
* A copy of Contractor's Hazardous Communication Program.
* A list of Personal Protective Equipment (PPE) to be used by contractor's employees. A copy of Contractor's PPE Program.
* Measures that will be used by the contractor to control the migration of potentially harmful dusts and fumes that could be generated in building and renovation projects to other parts of Georgia State University properties.
* Emergency procedures to be used by the contractor in the event of an accident.
* Decontamination procedures to be used by contractor.
* Disposal methods of all contaminated materials such as, but not limited to, chemically contaminated PPE, rags, empty containers, and/or unused materials. Specifically, how will the contractor handle their hazardous waste?
* The Hazardous Waste EPA Identification Number of the contractor.
* Traffic Control: Contractor shall conduct operations so as to minimize obstructing traffic flow on campus. MUTCD certified traffic control personnel shall be engaged and paid by the contractor at any time the work [including material delivery or debris removal] is anticipated or scheduled to impede traffic for more than five [5] minutes or as required by the Owner. MUTCD personnel are required to display their credentials with a photo ID. on a lanyard around their neck and a copy of the MUTCD credentials and ID shall be submitted to the Owner for review and verification the day before MUTCD certified traffic control personnel are required. In addition, GT Police shall be engaged and paid by the contractor at the rate of $40.00 per hour when any work is occurring within 100’ of an intersections and at any time MUTDC certified traffic control personnel are required.

**SUP-43**    **Acts of Executive Orders.** The Contractor, by signing the contract, acknowledges that

he is aware of and familiar with the contents and requirements of the following acts

and executive orders:

1. High Voltage Act -- Georgia Law 1960, PP. 181-183.
2. Underground Gas Pipe Law -- Georgia Law 1969, PP. 50-57.
3. William Steiger Occupational Safety and Health Act of 1970.
4. The non-discrimination clause contained in Section 202 Executive Order 11246 as amended by Executive Order 11375 relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin and the implementing rules and regulations described by the Secretary of Labor are incorporated.
5. Title 40, Code of Federal Regulations, Part 61, National Emission Standards for Hazardous Air Pollutants, Subparts A and M. U.S. Environmental Protection Agency Regulations for Asbestos.
6. Asbestos, Title 29, Code of Federal Regulations, Section 1926.1101. Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.
7. Lead, Title 29, Code of Federal Regulations, Section 1926.62. Occupational Safety and Health Administration (OSHA), U.S. Department of Labor.
8. O.C.G.A. 44-14-3612.5: The Contractor is required to obtain and post, at the Project site, a Notice of Commencement. The Notice of Commencement shall be filed, by the Contractor, with the clerk of the superior court of Fulton County, Georgia. The Board of Regents of the University System of Georgia or the Georgia Institute of Technology shall provide the Contractor with the street address of the Project in lieu of a legal description of the property.
9. Americans with Disabilities Act - Accessibility Guidelines for Buildings and Facilities, Federal Register, June 1994. Note: All reference to ANSI 117.1 within the technical specifications Division 1-16 for compliance with Handicap/Disability Access is superseded by the Official Code of Georgia which adopted the Standard Building Code of 1994 with Georgia amendments which references ADA-AG 1994.
10. Georgia Official Code Chapter 9 of Title 25 as amended by The Utility Facility Protection Act@ (HB1290). The contractor shall contact the Utilities Protection Center and request marking of all public utilities as per the law. The cost of all repairs will be at the contractor’s expense if utilities are damaged without being provided clearance from The Utilities Protection Center.

# END OF SUPPLEMENTARY GENERAL CONDITIONS