

1.1.12 The term "Deliverables" means revisions of the Plans and Specifications identified in Exhibit "IV" to Amendment No. 1. The purpose of the Deliverables, including the Construction Documents, is to further refine and detail the design intent expressed in the Plans and Specifications identified in Exhibit "IV" to Amendment No. 1.

1.1.13 The term "Deliverables Schedule" means the dates set forth in Exhibit "I" to Amendment No. 1 for delivery to Construction Manager of the Deliverables identified in Exhibit "I" to Amendment No. 1.

1.1.14 The term "Disputes Clause" refers to Article 17 of this Agreement.

1.1.15 Not used.

1.1.16 The term "Final Completion Date" means the latest date on which all work on the Project must be Accepted to avoid the imposition of Final Completion Liquidated Damages, subject to extension by Change Order for Permissible Extensions, which date is set forth in Article Two of Amendment No. 1 and made a part hereof by reference.

1.1.17 The term "Final Punch List" means the list of items established pursuant to Article 11 that remain to be completed after Substantial Completion of the Project.

1.1.18 The term "Hazardous Materials" means: (i) any substances defined as or included within the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "toxic substances", "hazardous pollutants" or "toxic pollutants", as those terms are used in the Resource and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act and the Clean Water Act, or any amendments thereto, or any regulation promulgated thereunder; (ii) any "PCBs" or "PCB items" (as defined in 40 C.F.R. § 761.3); or (iii) any "asbestos" (as defined in 40 C.F.R. § 763.63). The term "Hazardous Materials" as used herein shall not be deemed to include any materials that are included in the preceding definition but which are used, stored or generated in quantities or forms that are not regulated or prohibited.

1.1.19 The term "Hold Harmless" means to hold harmless from, indemnify and defend against, and pay promptly on demand therefor any and all claims, demands, actions, causes of actions, losses, expenses (including attorney's fees and court costs), costs, damages and all liabilities arising out of or incurred in connection with an identified circumstance, incident, condition, relationship, time period or other matter.

1.1.20 The term "Notice" means a notice, request, demand or other communication issued pursuant to Paragraph 19.9 of this Agreement.

1.1.21 The term "Owner" means Board of Commissioners of Lowndes County or its successor or assign.

1.1.22 The term "Payment Application" means an application for payment made by Construction Manager and furnished to Owner.

1.1.23 The term "Permissible Extension" means an extension of the Substantial Completion Date or the Final Completion Date that Owner agrees to in writing, that is due to a delay directly caused by events or circumstances beyond Construction Manager's control and without the fault or negligence of Construction Manager, which events or circumstances may include to the extent that the foregoing requirements are satisfied: (1) acts of God or of the public enemy, (2) acts of another contractor in the performance of a contract with Owner, (3) delays in the preparation and delivery of Deliverables, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather in excess of that for which a prudent contractor would provide, (11) delays of Subcontractors or Suppliers arising from unforeseeable causes that are beyond the control of, and without fault or negligence of, Construction Manager or such Subcontractors and Suppliers, or (12) the discovery of unanticipated concealed Site conditions or Hazardous Materials during the construction of the Project.