

1.1.24 Not used.

1.1.25 The term "Substantial Completion Date" means the date by which the Project is to be Substantially Completed (subject to extension by Change Order for Permissible Extensions). The Substantial Completion Date for the Project is set forth in Article Two of Amendment No. 1.

1.1.26 The term "Substantial Completion Liquidated Damages" means the liquidated damages due and payable to Owner in the event that the Project is not Substantially Complete, by the Substantial Completion Date. The Substantial Completion Liquidated Damages applicable to the Project are set forth on Exhibit "D" attached hereto.

1.1.27 The term "Plans" means the architectural and engineering drawings for the Project which are described in Exhibit "IV" to Amendment No. 1.

1.1.28 The term "Project" means A New Addition for the Lowndes County Jail for the Lowndes County Board of Commissioners, located in Valdosta, Lowndes County, Georgia.

1.1.29 The term "Projected Completion Notice(s)" is defined in Paragraph 4.4.6.

1.1.30 The term "punch list" means the items of Work that remain to be completed with respect to the Project after Substantial Completion thereof.

1.1.31 The term "Request for Quotation" is defined in Article 12 of this Agreement.

1.1.32 The term "Site" means all that tract or parcel of land located on the project site.

1.1.33 The term "Specifications" means the specifications for the Project which are described on Exhibit "IV" to Amendment No. 1, and which consist of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work and the performance of related services.

1.1.34 The term "Subcontractor" means a person or entity that has a direct contract with Construction Manager to perform a portion of the Work at the Site.

1.1.35 The terms "Substantial Completion" or "Substantially Complete" mean that (i) the Work and all other things necessary for Owner's access to the Project and Owner's occupancy, possession, use and enjoyment thereof have been completed, obtained, and installed in conformance with the Construction Documents and all applicable codes and federal requirements, excepting only such minor matters as do not, in the reasonable opinion of Owner, interfere with, or materially diminish, such access, occupancy, possession, use or enjoyment; (ii) Architect has delivered Architect's Certificate for the Project; and (iii) all appropriate Certificates of Occupancy have been issued with respect to the Project.

1.1.36 The term "Supplier" means a person or entity that has a direct contract with Construction Manager to furnish goods, materials or equipment for use in connection with performance of the Work at the Site.

1.1.37 The term "Work" means all labor, services, equipment or materials required of Construction Manager under this Agreement or under the Construction Documents, and includes all labor, services, equipment or materials necessary to construct the entire Project in strict compliance with this Agreement. As used herein, the term "Work" may constitute the whole or a part of the Project.

1.2 **Interpretations.** The following rules of interpretation apply to the Agreement and are by this reference incorporated into the Agreement:

- .1 the word "or" is not exclusive;