



**PURCHASING DEPARTMENT
REQUEST FOR INVITATION TO BID NO. #10ITB74895K-JD**

Mechanical Systems Upgrade for Government Center and Justice Tower

For

General Services Department

BID DUE TIME AND DATE: Monday, October 4, 2010, 11:00 A.M.

BID ISSURANCE DATE: August 25, 2010

PURCHASING CONTACT: Joyce Daniel, 404-612-5824

E-MAIL: joyce.daniel@fultoncountyga.gov

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303**

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INVITATION TO BID

Mechanical Systems Upgrade for Government Center and Justice Tower

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the construction of Mechanical Systems Upgrade for Government Center and Justice Tower will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, until **11:00 A.M.**, local time, on **Monday, October 4, 2010**, and then at said office publicly opened and read aloud.

Description of Project:

Install mechanical systems upgrades for Government Center located at 141 Pryor Street Atlanta, Georgia 30303 and Justice Tower located at 136 Pryor Street Atlanta, Georgia 30303. The scope of work includes Chiller replacement, Cooling Tower replacement, Liebert replacement and upgrades, Variable Frequency Drives (VFD's) and Design and Performance Standards.

Permits:

All permits and licenses required for this work will be obtained and produced by the successful bidder before commencement of the work.

Rights of Way/Easements:

All anticipated right-of-way and easements required for the project will be obtained by the successful bidder before commencement of the work.

Bid Documents:

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

Subcontracting Opportunities:

Potential prime contractors submitting a bid on this project for Fulton County and are seeking subcontractors and/or suppliers can advertise those subcontracting opportunities on the County's website, <http://www.fultoncountyga.gov> under "Subcontracting Bid Opportunities".

Term of Contract:

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **365** Consecutive Calendar Days from issuance of Notice to Proceed.

The County will make payments, within **45** days, in response to the Contractor's monthly Applications for Payment, which are accompanied by the Engineer's Certificate for Payment, for work performed to date plus cost of stored materials, less retainage. Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

Bid Contact

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Department of Purchasing and Contract Compliance
Attn: Joyce Daniel, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Phone: (404) 612-5824
Fax: (404) 335-5806
Reference Bid # 10ITB74895K-JD

Or joyce.daniel@fultoncountyga.gov

Basis of Award

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

Pre-Bid Conference

Date: **Wednesday, September 8, 2010**

Time: **9:00 A. M.**

Mandatory Site Visit: The **mandatory site visit** will be held immediately following the Pre-Bid conference.

Location: Fulton County Department of Purchasing and Contract Compliance,
Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303

A pre-bid conference will be held in the Fulton County Department of Purchasing and Contract Compliance Conference Room, located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303. ***Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.*** Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

The Pre-bid conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the bidders perspective. However, no verbal response provided at the pre-bid conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

INSTRUCTIONS TO BIDDERS

A. Contract Documents

The Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

B. Bid Preparation and Execution

All Bids must be made on the Bid forms contained herein. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303, and labeled "Bid for ITB-**#10ITB74895K-JD Mechanical Systems Upgrade for Government Center and Justice Tower.**"

Additionally, ***THE BIDDER IS ALSO REQUIRED TO WRITE THEIR GEORGIA UTILITY CONTRACTOR LICENSE NUMBER ON THE OUTSIDE OF THE SEALED BID ENVELOPE.***

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form
7. Project references- provide five (5) references with 10 years or more of experience with projects of similar nature.

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

C. Addenda and Interpretations

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **2:00 P.M., Wednesday, September 22, 2010**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Fulton County Department of Purchasing and Contract Compliance
Attn: Joyce Daniel, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 335-5806
joyce.daniel@fultoncountyga.gov
Reference Bid # 10ITB74895K-JD

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

D. Site Examination

There will be a **mandatory site visit** for this project. It will be held immediately following the pre-bid conference on **Wednesday, September 8, 2010** to view the Government Center and Justice Tower. **Bidders are required to attend. Attendance at the mandatory walk-through is required for responding to this ITB. Failure to attend this walk-through will render the Bidder ineligible for consideration, even if the Bidder submits a bid.**

E. Bidder's Modification and Withdrawal of Bids

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

F. Bid and Contract Security

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

G. Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations

or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

H. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

I. Examination of Contract Documents

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

J. Indemnification and Hold Harmless Agreement

See Section 00490, Insurance and Risk Management Provisions page 3, Indemnification and Hold Harmless Agreement

K. Bid Opening

Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

L. Determination of Successful Bidder

Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

1. **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b. Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c. Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d. Has adequate personnel and equipment to do the work expeditiously.
 - e. Has suitable financial means to meet obligations incidental to the work.
2. **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

M. GEORGIA UTILITY CONTRACTOR'S LICENSE (APPLICABLE)

A Utility Contractor's License is required to perform this work in accordance with O.C.G.A. §43-14-8.2(h). ***Bids for utility contracting projects must be from a licensed***

utility contractor and that licensed contractor must be the prime on this project. It is not permissible for an unlicensed individual/firm to subcontract with a licensed utility contractor for this project. Form C1: Georgia Utility License Certification in Section 00420, Purchasing Forms must be completed and submitted by the contractor performing the work.

N. General Contractors License (APPLICABLE)

Effective July 1, 2008, all general contractors are required to be licensed by the State of Georgia to perform the following work; construction; construction management services; or design-build services as a prime contractor, joint venture partner, or as a subcontractor to a design professional acting as prime contractor as part of a design-build entity or combination, unless exempted from holding such license pursuant to Georgia law (O.C.G.A. 43-41-17). If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid submittal.

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 00420, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

O. Professional Licenses (APPLICABLE)

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 00420, Purchasing Forms Failure to provide the required license may deem your bid non-responsive.

P. Wage Clause

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

Q. Notice of Award of Contract

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension

mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

R. Execution of Contract Documents

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

S. Joint Venture

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

T. Contractors Compliance With All Assurances And/Or Promises Made In Response To Procurement

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service

promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

U. Georgia Security and Immigration Compliance Act

- (1) Effective as of July 1, 2007, and pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program as follows:
 - (a) No public employer shall enter into a contract for the physical performance of services within this state unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information all new employees.
 - (b) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.
- (2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (a) and (b) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:
 - (a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;
 - (b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and
 - (c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

See Section 00420, Purchasing Forms & Instructions for declarations and affidavits.

V. Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

- 1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
- 2. All signatures must be executed by person(s) having contracting authority for the Bidder.

3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.

11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.
16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the

manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.

21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.
24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.

28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.
31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected

official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.

- b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation. Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".
37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

Required Bid Submittal Check List for Invitation To Bid (ITB)

The following submittals shall be completed and submitted with each bid (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original bid, signed and dated and three (3) **complete** copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (√)
1	*Form F: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
2	*Form G: Georgia Security and Immigration Subcontractor Affidavit (s)	
3	Bid Form (Section 00300) – All dollar amounts must be both in writing AND figures and represent prices for the published scope of work without exceptions.	
4	Acknowledgement of each Addendum (acknowledged both on the Bid Form, Section 00300, and on the form included with each addendum).	
5	Bid Bond (Section 00410) (separate envelope if Public Works Construction project)	
6	Purchasing Forms (Section 00420) Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire	
7	Office of Contract Compliance Requirements (Section 00430) (separate envelope)	
8	Evidence of Insurability, bidder must submit one of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
9	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
10	Verify Form C1: Georgia Utility License Number and attach a copy of print out for each Bidder (If applicable)	
11	Verify Form C2: General Contractors License Number and attach a copy of print out for each Bidder (If applicable)	
12	Verify Form C3: Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	
13	Project References-provide five (5) references with 10 years or more of experience with projects of a similar nature	

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **#10ITB74895K-JD Mechanical Systems upgrade for Government Center and Justice Tower**

Submitted on _____, 20__.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID TOTAL IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER. Please make sure that all line items below are accurately calculated and total up to this inclusive amount.

The bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

BASE BID TOTAL, ITEMS 1 THROUGH 5 (BELOW), INCLUSIVE, THE AMOUNT OF:

\$ _____
(Dollar Amount In Numbers)

(Dollar Amount In Words)

Make sure that all line items below are accurately calculated and total up to the inclusive BASE BID TOTAL amount entered on Page 20.

Method of Bidding

The unit or lump sum price for each of the several items in the Bid of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products, obtained by multiplying the quantity shown for each item by the unit price, represents the total Bid. Any Bid not conforming to this requirement may be rejected. Additionally, Unbalanced Bids or conditional Bids will be subject to rejection. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed.

ITEM 1 – Furnishing all products, materials and equipment and performing all labor necessary to complete and put into operation the **#10ITB74895K-JD Mechanical Systems Upgrade for Government Center and Justice Tower**, including all work, the amount of

Dollars \$ (_____).

	System Components	Price
1	Replacing 3 chillers in Government Center	\$
2	Replacing Cooling Tower in Justice Tower	\$
3	Replacing Liebert Systems in 911 Center	\$
4	Re-location of dry cooler for 9 th floor Liebert Units and other modifications on 9 th floor and for 911 Center	\$
5	Installation of VFD for Air Handling Units	\$
	Total Cost for ALL System Components	\$

BID DATA

The Bidder shall designate below the one manufacturer for each product to be furnished and installed if awarded the Work.

1. Product:
Manufacturer: _____
2. Product:
Manufacturer: _____
3. Product:
Manufacturer: _____
4. Product:
Manufacturer: _____
5. Product:
Manufacturer: _____
6. Product:
Manufacturer: _____

7. Product:
Manufacturer: _____

8. Product:
Manufacturer: _____

9. Product:
Manufacturer: _____

10. Product:
Manufacturer: _____

11. Product:
Manufacturer: _____

12. Product:
Manufacturer: _____

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **365** Consecutive Calendar Days from issuance of Notice to Proceed.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

In case of discrepancies between the figures shown in the unit prices and the totals, the unit prices shall apply and the totals shall be corrected to agree with the unit prices. In case of discrepancies between written amounts and figures, written amounts shall take precedence over figures and the sum of all Bid extensions (of unit prices) plus lump sum items shall take precedence over BID TOTAL.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten (10) days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of: _____

_____ Dollars

(\$ _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

BID BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

BID BOND

#10ITB74895K-JD MECHANICAL SYSTEMS UPGRADE FOR GOVERNMENT CENTER AND JUSTICE TOWER

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **#10ITB74895K-JD Mechanical Systems Upgrade for Government Center and Justice Tower**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law:

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the COUNTY of the award of the Contract execute the Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the COUNTY, and execute sufficient and satisfactory Performance and Payments Bonds payable to the COUNTY, each in the amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said COUNTY, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the COUNTY, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

In the event suit is brought upon this Bond by the COUNTY and judgment is recovered, the SURETY shall pay all costs incurred by the COUNTY in such suit, including attorney's fees to be fixed by the Court.

Enclosed is a Bid Bond in the approved form, in the amount of _____
_____ Dollars

(\$_____) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

ATTEST:

PRINCIPAL

_____ BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as principal in the within bond; that _____, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

SECRETARY

(CORPORATE SEAL)

SURETY

_____ BY _____

(SEAL)

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications
 - Form C1 – Georgia Utility License Contractor License (**applicable**)
 - Form C2 – Georgia General Contractors License (**applicable**)
 - Form C3 – Georgia Professional License (**applicable**)
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

Affiant further states that pursuant to O.C.G.A. Section 36-91-21 (d) and (e), _____ has not, by itself or with others, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatsoever. Affiant further states that (s)he has not prevented or endeavored to prevent anyone from making a bid or offer on the project by any means whatever, nor has Affiant caused or induced another to withdraw a bid or offer for the work.

Affiant further states that the said offer of _____ is bona fide, and that no one has gone to any supplier and attempted to get such person or company to furnish the materials to the bidder only, or if furnished to any other bidder, that the material shall be at a higher price.

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

Sworn to and subscribed before me this _____ day of _____, 20__.

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

IF THE OFFEROR IS A PARTNERSHIP, ALL OF THE PARTNERS AND ANY OFFICER, AGENT, OR OTHER PERSON WHO MAY HAVE REPRESENTED OR ACTED FOR THEM IN BIDDING FOR OR PROCURING THE CONTRACT SHALL ALSO MAKE THIS OATH.

IF THE OFFEROR IS A CORPORATION, ALL OFFICERS, AGENTS, OR OTHER PERSONS WHO MAY HAVE ACTED FOR OR REPRESENTED THE CORPORATION IN BIDDING FOR OR PROCURING THE CONTRACT SHALL MAKE THE OATH.

**FORM B: FULTON COUNTY CERTIFICATE OF ACCEPTANCE OF BID/PROPOSAL
REQUIREMENTS**

This Is To Certify That On This Day Bidder/Proposer Acknowledges That He/She Has Read This Bid Document, Pages _____ To _____ Inclusive, Including Addendum(s) ____ To ____, And/Or Appendices ____ To ____, In Its Entirety, And Agrees That No Pages Or Parts Of The Document Have Been Omitted, That He/She Understands, Accepts And Agrees To Fully Comply With The Requirements Therein, And That The Undersigned Is Authorized By The Bidding/Proposing Company To Submit The Bid/Proposal Herein And To Legally Obligate The Bidder/Proposer Thereto.

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

(APPLICABLE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

(APPLICABLE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

(APPLICABLE)

FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

Failure to fully and truthfully provide the information required, may result in the disqualification of your bid/proposal from consideration or termination of the Contract, once awarded. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this certification and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid.

Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.
3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
2. Have you or any member of your firm or team to be assigned to this engagement been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

this _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided. The affidavit should be executed by Contractors who have indicated on Form F, Declaration of Employee-Number Categories, that they have 100 or more employees.

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with [insert name of prime contractor] on behalf of Fulton County Government has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A/ 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent (Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this ____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT**Instructions:**

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this _____ day of _____, 20__.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN CONTRACTING AND PROCUREMENT

Policy Statement: It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners (“Board”) that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors seeking to obtain contracts with Fulton County.

Equal Business Opportunity Plan (EBO Plan): In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in this solicitation.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor must certify in writing and must document on the Exhibit G Form (Prime Contractor/Subcontractor Utilization Report) that all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN:

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers must submit the following completed documents. Failure to provide this information shall result in the bid/proposal being deemed non-responsive:

- **Exhibit A** - Promise of Non-Discrimination (for Prime and each Sub-contractor)
- **Exhibit B** - Employment Report (for Prime and each Sub-contractor)
- **Exhibit C** - Schedule of Intended Subcontractor Utilization
- **Exhibit D** - Letter of Intent to Perform As a Subcontractor or Provide Materials or Services
- **Exhibit E** - Declaration Regarding Subcontractor Practices
- **Exhibit F** - Joint Venture Disclosure Affidavit
- **Equal Business Opportunity Plan (EBO Plan)** – This document is not a form. It is a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

All Contract Compliance documents (Exhibits A – F and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

The following document must be completed as instructed if awarded the bid:

- **Exhibit G** - Prime Contractor’s Subcontractor Utilization Report

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/WE (_____),
Name

_____ Title Firm Name

Hereinafter “Company”), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- (3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- (4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- (5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- (6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder **must** be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

EMPLOYEES

CATEGORY	NATIVE INDIAN		AFRICAN AMERICAN		ASIAN AMERICAN		HISPANIC AMERICAN		CACUSIAN AMERICAN		OTHER	
	M	F	M	F	M	F	M	F	M	F	M	F
Male/Female												
Mgmt/Official												
Professional (Arch., P.E., etc.)												
Supervisors												
Office/ Clerical												
Craftsmen												
Laborers												
Others (Specify)												
TOTALS												

FIRM'S NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

This completed form is for (Check one) _____ Bidder/Proposer _____ Subcontractor

Submitted by: _____ Date Completed: _____

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP NUMBER: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business. (Please indicate below the portion of work, including, percentage of bid amount that your firm will carry out directly):

If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

2. Sub-Contractors (Including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

*Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE);
**If yes, attach copy of recent certification letter.

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

***Ethnic Groups: African American (AABE); Asian American (ABE); Hispanic American (HBE); Native American (NABE); White Female American (WFBE); **If yes, attach copy of recent certification letter.**

EXHIBIT C – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature/Title: _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form must be completed by ALL known subcontractors/suppliers and submitted with the bid. The Prime Contractor must submit Letters of Intent for ALL known subcontractors/suppliers at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E – DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid.

_____ Hereby declares that it is my/our intent to
(Bidder)

Perform 100% of the work required for _____
(IFB/RFP Number)

(Description of Work)

In making this declaration, the bidder/proposer states the following:

1. That the bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a bidder's decision to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT

IFB No. _____

Project Name _____

This form must be completed and submitted with the bid if a Joint Venture approach is to be undertaken.

The firms listed below do hereby declare that they have entered into a joint venture agreement pursuant to the above mentioned project. The information requested below is to clearly identify and explain the extent of participation of each firm in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

1) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

2) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

3) Name of Business: _____
Street Address: _____
City/State/Zip: _____
County: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

OFFICE ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT CONTINUED

Note: Attach additional sheets as required

2. Describe the capital contributions by each joint venturer and accounting thereof. Indicate the percentage make-up for each joint venture partner.
3. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
4. Describe any Ownership, options for Ownership, or loans between the joint ventures. Identify terms thereof.
5. Describe the estimate contract cash flow for each joint venturer.
6. To what extent and by whom will the on-site work be supervised?
7. To what extent and by whom will the administrative office be supervised?
8. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
9. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
10. Describe the experience and business qualifications of each joint venturer.
11. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
12. Percent of ownership by each joint venture in terms of profit and loss sharing: _____

13. The authority of each joint venturer to commit or obligate the other: _____

14. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the small business enterprise, the majority firm or the joint venture: _____

EXHIBIT F – JOINT VENTURE DISCLOSURE AFFIDAVIT CONTINUED

15. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Purchasing and Contract Compliance and Departments of Finance, under the direction of the County Manger’s Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR: _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20____, before me, appeared

_____, the undersigned known to me to be the person described in the foregoing Affidavit and acknowledge that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

EXHIBIT G – PRIME CONTRACTOR/SUBCONTRACTOR UTILIZATION REPORT

This report is required to be submitted by the tenth day of each month, with a copy of your payment invoice (schedule of values/payment application) to Contract Compliance. Failure to comply may result in the County commencing proceedings to impose sanctions on the successful bidder, in addition to purchasing any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by Fulton County.

REPORTING PERIOD		PROJECT NAME:	
FROM:		PROJECT NUMBER:	
TO:		PROJECT LOCATION:	

PRIME CONTRACTOR		Contract Award Date	Contract Award Amount	Change Order Amount	Contract Period	% Complete to Date
Name:						
Address:						
Telephone #:						

AMOUNT OF REQUISITION THIS PERIOD: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____
 TOTAL AMOUNT REQUISITION TO DATE: \$ _____

SUBCONTRACTOR UTILIZATION (add additional rows as necessary)

Name of Sub-contractor	Description of Work	Contract Amount	Amount Paid To Date	Amount Requisition This Period	Contract Period	
					Starting Date	Ending Date
TOTALS						

Executed By: _____
(Signature)

(Printed Name)

Should you have questions regarding any of the documents contained in Section 00430, please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

**Insurance and Risk Management Provisions
Mechanical System Upgrades - Government Center and Justice Tower**

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Upon award, the Contractor/Vendor must maintain at their expense, insurance with policy limits equal to or greater than the limits described below. Proof of insurance must be provided to Fulton County Government prior to the start of any activities/construction as described in the bid document(s). Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government.

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$1,000,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$1,000,000

To include U.S. Longshoremen and Harbor Workers Act

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability (Other than Products/Completed Operations)	Each Occurrence	\$1,000,000
Products\Completed Operation	General Aggregate	\$2,000,000
	Aggregate Limit	\$2,000,000

Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$ 100,000

To Include Per Project/Location Aggregate and Completed Operations for 3 Years after final payment

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
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(Including operation of non-owned, owned, and hired automobiles).
Broadened Pollution Endorsement CA9948 and MCS 90

4. UMBRELLA LIABILITY Each Occurrence \$2,000,000

5. CONTRACTORS POLLUTION LIABILITY Each Occurrence \$1,000,000

Or by endorsement to General Liability Policy for sudden and accidental
If Pollution provided by General Liability Endorsement and sudden and accidental, Completed Operations would not be a requirement.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers' Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The insurance for the additional insureds shall be as broad as the coverage provided for the named insured contractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Important:

It is understood that Insurance in no way Limits the Liability of the Contractor/Vendor.

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the

Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTOR/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTOR/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

SAMPLE AGREEMENT

OWNER - CONTRACTOR AGREEMENT

Mechanical Systems Upgrade for Government Center and Justice Tower

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 20 , by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

- General Conditions
- Special Conditions
- Bid Form
- Scope of Work and Technical Specifications
- Drawings and Specifications
- Exhibits
- Purchasing Forms
- Office of Contract Compliance Forms
- Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for and in consideration of a Contract Price of _____ (\$_____) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: [INSERT PROJECT #]

[INSERT PROJECT NAME]

The Contractor shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed from the County, and shall complete the work within **[INSERT CONTRACT DURATION]** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days.

[Insert if applicable For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provisions]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

[Insert Contractor COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(Insert name of Contractor)
(hereinafter called the "Principal") and _____
(Insert name of Surety)
("Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns, in the penal sum of _____
[100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **[NAME OF PROJECT]**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or

incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

PAYMENT BOND

No Contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Payment Bond with good and sufficient surety payable to Fulton County for the use and protection of all sub-contractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the work provided for in the Contract. The Payment Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Georgia.

Attestation for the corporation must be by the corporate officer; for a partnership by another partner; for an individual by a notary with the corporate seal.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____
(Insert name of Contractor)
(hereinafter called the "Principal") and _____
(Insert name of Surety)
(hereinafter called the "Surety"), are held and firmly bound unto **FULTON COUNTY**, a political subdivision of the State of Georgia (hereinafter called the "Owner"), its successors and assigns as obligee, in the penal sum of _____
[100% of Contract amount], lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves, their administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **[NAME OF PROJECT]**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all persons working on or supplying labor or materials under the Contract, and any amendments thereto, with regard to labor or materials furnished and used in the Project, and with regard to labor or materials furnished but not so used, then this obligation shall be void; but otherwise it shall remain in full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the

- construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
 7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

GENERAL CONDITIONS

GENERAL CONDITIONS:

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Addendum – Revision to the ITB documents issued by the County prior to the receipt of proposals

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Contract Administrator shall mean the County authorized representative for this project.

Contact Person – Purchasing staff designated by the Fulton County Department of Purchasing and Contract Compliance to submit any questions and suggestions to.

Contractor shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

Day - A calendar day of twenty-four hours lasting from midnight of one day to midnight the next day.

Director - Director of the General Services Department of Fulton County, Georgia or the designee thereof.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

LEED – Leadership in Energy and Environment Design.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

Provide shall mean to furnish and install.

Scope of Work – All the services specified, indicated, shown, or contemplated by the Contract, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Contract.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its bid response to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Contract Administrator any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section “timely” is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-

discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and material men. The County assumes no obligation nor in any way

undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 INDEMNIFICATION [there are two indemnification clauses, the other is in the Contract Cover Sheet]

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager and the Program Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager or Program Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County, the Construction Manager and the Program Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager or the Program Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager and the Program Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-13 ADMINISTRATION OF CONTRACT

The Contract Administrator shall provide administration services as hereinafter described.

For the administration of this Contract, the General Services Contract Administrator shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Contract Administrator shall advise and consult with the County and the Contractor. The primary point of contact for the Contractor shall be the General Services Contract Administrator. All correspondence from the Contractor to the County shall be forwarded through the General Services Contract Administrator. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the General Services Contract Administrator.

The General Services Contract Administrator will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The General Services Contract Administrator will not be responsible for or have controls or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Contract Administrator's observations regarding the Contractor's Applications for Payment, the Contract Administrator shall determine the amounts owing to the Contractor, in

accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The General Services Contract Administrator shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Contract Administrator for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Contract Administrator for interpretation.

All interpretations of the Contract Administrator shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Contract Administrator shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Contract Administrator shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contract Administrator shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of General Services Department and mails or otherwise furnishes the Contract Administrator a copy of such appeal. The decision of the Director of General Services Department or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Contract Administrator.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-14 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-15 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-16 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-17 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted form the Contractor monthly payment request.

00700-18 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-19 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-20 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes,

rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.

2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-21 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-22 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-23 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-24 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor

the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-25 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-26 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-27 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-28 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-29 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-30 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or material men, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to

receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-31 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

00700-32 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-33 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-34 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-35 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-36 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
 - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-37 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-38 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-39 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-40 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-41 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-42 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-43 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

be free from all liens, claims, or encumbrances at the time of incorporation in the work.

00700-44 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the

requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-45 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-46 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-47 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-48 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-49 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-50 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-51 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-52 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

00700-53 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-54 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-55 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-56 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-57 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

EXHIBIT A
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 20____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

Personally appeared before me this _____ day of _____, 20____.
_____, who under Oath deposes and says that he is _____ of the firm of _____, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public

My Commission expires

SPECIAL CONDITIONS

(Non-Applicable)

**DIVISION 01010
SUMMARY OF WORK**

01010.1 Chiller Replacements: The existing centrifugal chillers located in the Government Center Central Plant are original to the Government Center building and have exceeded their useful life expectancy. The existing chillers will be replaced with new, high-efficiency variable speed drive chillers of equal size

Chiller: Detailed Summary of Work1. Mechanical

- a. Isolate existing chillers for removal. Reclaim all refrigerants as per EPA regulations and leave for Owner's future use.
- b. Replace with three (3) new Carrier chillers units (or equivalent from York or Trane) consisting of one (1) 400-ton and two (2) 600-ton Chillers with Variable Frequency Drive (VFD). A complete refrigerant charge will be on site for emergency use.
- c. Install all associated piping, valves, and strainers.
- d. Assure equipment sizes are coordinated to fit within existing equipment rooms with minimum modifications to equipment rooms, if any.
- e. Weld all chilled water and condenser water lines. Install Pete's plugs in all pipes, entering and leaving equipment, to facilitate annual reading of medium temperature and pressure.
- f. The motor starter of the existing chillers may be replaced with new starter and control system for the new unit. Install all high-voltage electrical wiring for the new system.
- g. Install control wiring to existing control system as supplied by Owner.
- h. Re-insulate all chilled water lines in mechanical room as needed.
- i. Obtain all engineering, crane, permits, and insurance fees.
- j. Complete factory start-up of the new system and training. Training for the operation and maintenance of Chillers and control units will be provided by factory trained representatives. Training session will be no less than eight (8) hours and cover all facets of the operation and maintenance of the installed equipment.
- k. Cost of training shall be pro-rated in the price of Chillers
- l. Full five-year parts and labor warranty.

2. Controls

Include control and sensor modifications to the existing system to better maximize the economizer during winter usage. The existing Johnson Controls System will not change.

3. Features of Chillers

Features of chillers will include the following:

- a. Environmentally friendly refrigerant that is non-toxic and has currently no scheduled phase out anywhere in the world.
- b. The lowest published refrigerant leak rate of 0.1 % in the industry.
- c. Compliance with stringent ASME construction requirements.
- d. Standard re-seatable relief valves instead of rupture disks.
- e. The ability to store the entire refrigerant charge inside the chiller during maintenance, thereby reducing service time.
- f. The ability to maintain efficiency over the entire life of the machine.
- g. Front diagnostic panel that will indicate all system parameters apart from diagnostic information
- h. Remote panel control capability through the existing Johnson Controls Metasys 9 System.

01010.2 Replacing Cooling Tower: Replace the existing Cooling Tower on the roof of Justice Center Tower with a new cooling tower of cooling capacity matching the existing chillers.

1. The cooling tower must consist of three or more cells, each capable of being isolated and maintained separately
2. Each of the fans must have one variable speed controller with bypass
3. All metal parts shall be corrosion resistant or corrosion proof and must carry a warranty of not less than 5 years.
4. There shall be provisions to measure quantity of water in take
5. There are three (3) Chillers, each of 880 ton capacity in the building. Energy saving features of the system, if any, must be described in the proposal.

01010.3 Liebert Replacement and Upgrades: The existing computer room units serving the 911 areas in the Government Center have exceeded their useful life expectancy. These units will be replaced with new units that will operate at a higher efficiency because they will use chilled water from the main Central Plant for primary cooling and have a redundant DX glycol cooled back up system for emergency. The back up system will automatically start when space temperature exceeds design set point. When the space temperature is within acceptable limits the back up system will remain off.

1. **Liebert System modification, 9th Floor, Government Center Tower - Summary of Work:** Furnish and modify Liebert air conditioning systems as described below and at locations listed.
 - a. 9th floor, Govt. Center (IT) - Liebert Dry Cooler Relocation and Pump Replacement. 1) Relocate three (3) Liebert Model #D880 Dry Cooler units to flat roof outside and adjacent to penthouse. Refurbish and service equipment to original (like new) condition.
 - b. Replace two (2) existing Glycol pumps with new Liebert duplex pump sections.
 - c. Install new curb rail supports to protect roof deck. Any roof leaks will be the responsibility of the contractor to correct.
 - d. Install new units outside of penthouse and re-insulate all pipe insulation with metal backing as needed.
 - e. Includes all crane (if required) and permit fees.
 - f. Check, test, and start.
 - g. Provide one-year parts and labor warranty on refurbished system.

2.911 and Telecommunication Rooms

- a. Install three (3) Liebert model #DE-240G 20-ton or equivalent chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensors. Two (2) units will serve 911 computer room and one (1) unit will serve the 911 dispatch area.
- b. Install one (1) Liebert model #DE-116G-A 10-ton or equivalent chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensors. (Serves 911 dispatch area.)
- c. Install one (1) Liebert model #BU-046WG 3.5-ton or equivalent chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensor. (Serves UPS.)
- d. Install one (1) Liebert model #BU-071WG 5-ton or equivalent chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensor. (Serves UPS.)
- e. Install one (1) Liebert model #VE-116G-A 9-ton or equivalent chilled water air handling units with DX compressor section for 100% redundancy. Complete with humidity control, re-heat, smoke detectors, and floor water sensor. (Serves Telephone room.)
- f. Reconnect existing dry cooler piping and condensate piping.
- g. Remove and dispose off five (5) existing Liebert and two (2) Data- Aire air conditioning units serving the space. Reclaim all refrigerants per EPA standards.
- h. Run new chilled water piping from existing chilled water riser using Ridgid Pro Press system. Includes hot tap into chilled water riser. 9) Install all associated insulation.
- i. Core concrete holes for chilled water riser access.

- j. Reconnect high-voltage electrical to new units and run new emergency service to existing dry cooler units in penthouse.
- k. Check, test, and start.
- l. One-year parts and labor warranty
- m. Five-year compressor warranty.

3. 911 - Liebert Dry Cooler and seven (7) existing Glycol Pumps.

- a. Refurbish and service Liebert Dry Cooler unit to (like new) original condition
 - b. Replace seven (7) Liebert Glycol pumps with new Liebert Duplex pump sections.
 - c. Add new curb rail supports to protect roof deck. Any leaks attributed to this installation will be the responsibility of the contractor to eliminate leaks.
 - d. Install all pipe insulation with metal backing.
 - e. Check, test, and start.
4. Training for the operation and maintenance of the Liebert units will be provided by factory trained representatives. Training session will be no less that eight (8) hours and cover all facets of the operation and maintenance of the installed equipment.
5. Cost of training shall be pro-rated in the price of Liebert Units

01010. 4 Variable Frequency Drives (VFDs): The existing air-handling units in the Government Center and the Justice Center are variable air volume units, but they use inlet vanes to control the volume of air. These air-handling units will be retrofitted with variable speed drives for the fan motors. The drives will be installed in the County Government Center, Fulton County Judicial Center Tower, and Fulton County Court House Building. The project consists of air handling unit motors benefiting from VFDs summarized in Paragraph 3.

1. Variable Frequency Drive Project Summary of Work:

- a. Install Yasakawa/ABB Variable Frequency Drives with by-pass function.
- b. Provide labor to install drives, to include removing of the existing drives across the line starters and setting the inlet guide vanes into a locked open position for Central Station Air Handlers.
- c. Install input circuit breakers, pressure transducers, and all required electrical components.
- d. Perform electrical work as required.
- e. Perform necessary control work installation for proper drive operation.
- f. Start-up, check out, and commissioning.
- g. One-year parts and labor warranty.

2. Variable Frequency Drive Summary: The following table describes the variable frequency drive summary for Fulton County:

HP	GOV'T CENTER	J. C. TOWER	FC COURTHOUSE	TOTAL
7.5	2	0	0	2
10	2	2	0	4
15	5	14	16	35
20	3	16	5	24
25	9	2	0	11
30	1	0	0	1
40	1	0	0	1
TOTALS	23	34	21	78

3. Variable Frequency Drive Controls: Control work to communicate into the existing Johnson Controls system will be included in the work.

4. Training for the operation and maintenance of the VFD equipment will be provided by factory trained representatives. Training session will be no less than eight (8) hours and cover all facets of the operation and maintenance of the installed equipment.

01010.5 Design and Performance Standards

1. Equipment and systems specified and the design will be required to meet the Standard Building Code, the Georgia Energy Code and all other applicable codes, and conform to the appropriate insurance standards, as well as State and Federal standards, such as OSHA, the National Ambient Air Quality Standards, Americans with Disabilities Act (ADA), and American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standards 15, 62, 90.1 and 100, latest editions, and the standards listed below.
 - a. ABMA - American Boiler Manufacturers Association
 - b. ACI - American Concrete Institute
 - c. AISC - American Institute of Steel Construction
 - d. ANSI - American National Standards Institute
 - e. ASME - American Society of Mechanical Engineers
 - f. ASTM - American Society of Testing and Materials
 - g. AWS- American Welding Society
 - h. IEEE - Institute of Electrical and Electronics Engineers
 - i. HEI- Heat Exchange Institute
 - j. NEC - National Electric Co
 - k. NEMA - National Electrical Manufacturers Association
 - l. NPFA - National Fire Protection Association
 - m. OSHA - Occupational Safety and Health Administration
 - n. SSPC - Steel Structure Painting Council
 - o. UL - Underwriters' Laboratories
 - p. ASME - B31.1 Power Piping Code
 - q. ASME - Boiler and Pressure Vessel Codes
2. Current use standards (temperature set points, light levels, square feet per person, etc.) shall be maintained unless changed by specific contract reference.

END OF DIVISION 01010, SUMMARY OF WORK

**DIVISION 01011
PROJECT COORDINATION AND SECURITY**

01011.1 GENERAL

1. The Contractor shall become thoroughly familiar with the requirements of the Contract Documents, as well as jobsite conditions and the work of separate contractors (if any), and shall make any adjustments necessary to maintain the Project schedule.
3. Close coordination will be required by the Contractor with the County, Project Coordinator, other authorities having jurisdiction, separate contractors (if any), and others having an interest in the Project to assure that all work on the site, access to and from the site, and the general conduct of the operations is maintained in a safe and efficient manner, and causes minimum disruption or inconvenience to existing operations and property.
4. The Contractor and its subcontractors of all tiers shall be subject to such rules and regulations for the conduct of the Work as the County, Project Coordinator, or other authority having jurisdiction may establish.

01011.2 COORDINATION OF WORK

1. The Contractor shall be completely responsible for the coordination of its Work, including the Work performed by its subcontractors of all tiers.
2. The Contractor shall have a full time Project Manager on site for the duration of the Project.
3. Observation of the Work by the Fulton County Project Coordinator or others shall not be interpreted as relieving the Contractor of its responsibility for the coordination of all Work, superintendence of the Work, or scheduling and direction of the Work.
4. The Contractor shall coordinate its Work with the work of any separate contractors through the Project Coordinator for proper function and sequence, coordinating material deliveries and staging of same, all to avoid construction delays.
5. The Contractor shall review material and equipment staging requirements with the Project Coordinator prior to placing such materials or equipment on the site.
6. The Contractor shall conduct the Work so as to provide the least possible interference to the activities of adjacent properties and traffic patterns. Confine operations only to areas where construction or support functions are required on or support functions are required. Portions of the site beyond areas in which construction or support functions are required are not to be disturbed.
7. Conceal pipes, ducts, and wiring in floor, wall, and ceiling construction of finished areas wherever possible. If doubt arises as to the means of concealment or the intent of the Contract Documents, request clarification from the Project Coordinator prior to proceeding. Mechanical, plumbing, and electrical work shall be tested and inspected in advance of concealment.

01011.3 ACCESS & TRAFFIC CONTROL

1. The Contractor shall maintain free access to all buildings and areas of the site for emergency vehicles, service vehicles, and fire fighting equipment and at no time shall block off or close roadways or designated fire lanes without providing auxiliary roadways and means

of entrance acceptable to the County, the Project Coordinator, and any other authority having jurisdiction. Fire hydrants shall remain accessible at all times. The Contractor shall provide at least forty-eight (48) hours notice of any changes to such routes.

2. The Contractor shall be responsible for complying with Fulton County security and safety requirements, policy and procedures within all work areas until final acceptance of the Project by the County. The Contractor shall cooperate with the County, the Project Coordinator, and any separate contractors with respect to entry into the Project site.
3. The Contractor shall coordinate its operations to minimize the impact on vehicular and pedestrian traffic around the site. Operations and traffic control measures shall comply with the requirements of the authority having jurisdiction.
4. The Contractor shall protect all building systems, furnishings, finishes, street pavements, curbs, sidewalks, and other existing infrastructure not intended for demolition or alteration during the course of the Work, and shall repair all parts of same which become damaged.
5. The Contractor shall be responsible for protecting areas adjacent to work activity from construction dust and debris. The Contractor shall immediately clean any such areas as directed by the Project Coordinator.
6. The Contractor shall be responsible for the cleaning of the work areas from construction dust and debris and other materials resulting from operations under this Contract. The Contractor shall clean any such areas on a daily basis and as directed by the Project Coordinator.
7. The Contractor shall be responsible for the cleaning of adjacent and surrounding streets and sidewalks from debris, dirt, mud, or other deleterious materials resulting from operations under this Contract. The Contractor shall immediately clean areas as directed by the Project Coordinator.

01011.4 WORKING HOURS

1. The Contractor shall work whenever conditions permit (regardless of anticipated or orderly procedure, the operations of the County or other contractors, or conditions encountered) to proceed without delay and to maintain schedule dates. All operations shall be conducted so as to comply with all applicable laws, ordinances, and regulations regarding allowable hours of work.
2. The Contractor shall notify the Project Coordinator at least forty-eight (48) hours in advance of planned late night or weekend work. Failure to provide such notice may be cause for the Project Coordinator to require the removal or uncovering of Work performed without the knowledge of the Project Coordinator.

01011.5 EXISTING UTILITIES AND OTHER SERVICES

1. Utilities and/or other services which are shown, or not shown but encountered, shall be protected by the Contractor from any damage from any work operations of the Contract, unless or until they are abandoned. If the utilities or services are not abandoned at the time of damage, the Contractor shall immediately repair any damage from its work operations and restore the utilities or services to an equal or better conditions than that which existed prior to the damage.
2. The Contractor and its subcontractors of all tiers shall be responsible for all damage to the Project including any existing buildings and grounds due to its operations under this

Contract. Repair or replacement of damaged items shall be to the satisfaction of the County and the Project Coordinator.

01011.6 PROTECTION OF FINISH WORK

1. The Contractor shall be responsible for protecting its finished Work and materials from damage from any source, and shall maintain such protection until acceptance of the Work by the County. Any damage to finished Work caused by the work operations of this Contract shall be repaired, or such damaged Work replaced, by the Contractor at no additional cost to the County. No exceptions to this policy will be allowed.
2. The Contractor shall coordinate the proper means by which materials and/or equipment are moved through the construction, ensuring that no structural overloading is allowed and that existing construction is protected from physical damage.
3. Protect existing trees on the site to be saved, and those on adjacent properties where in close proximity to the Work. Carefully wrap trees adjacent to the construction work, material storage area, and trucking lanes in burlap and encase with protective framework. Protect roots during excavation and grading to minimize disturbance and damage.
4. Keep concrete floors free of oils, grease, and other materials to prevent discoloring if to be left exposed, or to prevent adverse bonding affects if a finished floor is to be applied. Where work is performed over finished floors and furnishings, the Contractor shall provide an acceptable cover to protect the finished surface against damage, paint, and/or stains.
5. Keep exterior wall systems protected during work along the exterior of the building, if any. Where access to block substrate is required, care shall be taken as approved cutting and patching is made to maintain the integrity of the waterproof finish. Where building access is made adjacent to any existing EIFS, protection shall be given to protect the finish and integrity. Cleaning and patching shall be required as directed by the County.
6. Load no part of the structure during construction with a load greater than calculated to bear safely when completed. Make temporary supports as strong as permanent supports. Place no load on a concrete slab until it has cured and achieved sufficient strength.
7. Take strict precautions against unnecessary traffic on existing and newly finished roofing surfaces.
8. Protect all glass surfaces during construction. Prior to Completion of respective area, replace any broken, scratched, or otherwise damaged glass with glass of the same type, size, and quality as the original.

01011.7 PROJECT SECURITY

1. Security Badges: For security purposes all Contractors' workers must each submit a General Services Department photo ID request memorandum to the Fulton County Police Department. The completed forms shall be submitted to the Fulton County Police Department for review and issuance of ID prior to accessing the property. Upon approval appointments shall be coordinated for issuance of security photo ID badges. Badges must be worn on the front chest area at all times while on the property. The badges are dated and expire at the end of each calendar year. If a badge is lost a small fee is required for a new badge application.
2. Personnel working in the Justice Center Complex must pass back ground checks conducted by the Sheriff Department. Any fee required for such tests shall be paid by the Contractor

3. Building Security: For unlocking gates and doors coordination must be made for security access. For the Judicial Center Complex, a Sheriff Deputy will be made available for coordinated key access. If a key is issued to a Contractor, strict key control policy and procedures shall be followed. Issued keys shall not leave the site.
4. Security Escorts: For security purposes in restricted areas of the Judicial Center Complex, all Contract operations on site shall require security coordination and possible security escorts. The Sheriff's Department will provide for a security escort services during the "standard" work hours for work areas in restricted areas of the Judicial Center Complex. The Contractor shall coordinate and pay for additional uniformed security officers as required during the Contract term.

END OF DIVISION 01011, PROJECT COORDINATION & SECURITY

**DIVISION 01016
CUTTING, CORING & PATCHING****01016.1 GENERAL**

1. "Cutting, Coring and Patching" is hereby defined to include, but not necessarily be limited to, removal, cutting (including excavation), coring, fitting and patching of nominally completed and previously existing Work, as shown or required in order to accommodate the coordination of Work, installation of new Work, to uncover other Work for access or inspection, remove and replace defective Work or Work not conforming to the Contract Documents, or to obtain samples for testing or for similar purposes.
2. For existing buildings, the sizes, dimensions, and elevations shown on the drawings represent measurements which should be regarded as typical dimensions; actual dimensions may and will vary due to prevailing building practices at the time of construction, and building settlement over time.
3. The requirements of this section apply generally to all aspects of the Work, including mechanical, electrical and special systems work, unless otherwise indicated. The Technical Specifications may include additional or more specific requirements or limitations applicable to individual units of work.
4. The Contractor shall note that it is its responsibility to coordinate the locations and sizes and to cut or core all openings and penetrations for all trades involved in the Work of this Contract. Any openings and penetrations which may be shown on drawings provided by the County are intended only to assist the Contractor in coordinating the major openings and penetrations and are not representative of all openings which will be required to complete the work.

01016.2 QUALITY ASSURANCE

1. The Contractor shall not cut, core and patch structural work in a manner resulting in a reduction of load-carrying capacity or load/deflection ratio. Prior to cutting, coring and patching structural work, obtain Architect's approval to proceed with cutting and patching as proposed in a written submittal by the Contractor.
2. The Contractor's submittal requesting consent to proceed with cutting, coring and patching structural work must include:
 - a. Identification of the Project
 - b. Description of the affected Work
3. Necessity for cutting or coring
4. Affects on other Work, and on the structural integrity of the Work
5. Description of the proposed Work, which designates:
 - a. Scope of cutting, coring and patching
 - b. Subcontractor who will execute the work
 - c. Products proposed to be used
 - d. Extent of refinishing required
6. Alternates to cutting, coring and patching
7. Designation of the responsibility for the costs associated with the cutting, coring and patching

8. Prior to performing any cutting, coring and patching as extra work, the Contractor shall have submitted a written cost proposal and received written direction from the Project Coordinator.
9. The Contractor shall be responsible for providing, locating, and installing all embeds necessary for the completion of the Work, so as to avoid unnecessary cutting and patching.

01016.3 OPERATION AND SAFETY LIMITATIONS

1. The Contractor shall not cut and patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended including energy performances, or resulting in decreased operational life, increased maintenance, or decreased safety.
2. The Contractor shall not cut, core drill or otherwise penetrate any post-tensioned cast-in-place concrete elements.

01016.4 VISUAL REQUIREMENTS

1. The Contractor shall not cut and patch work which is exposed on the exterior, or exposed on the interior in occupied spaces of the building, in a manner resulting in a reduction of visual qualities, or resulting in substantial evidence of cut and patch work, as judged solely by the Architect. The Contractor shall remove and replace work judged by the Architect to be 'cut and patched in a visually unsatisfactory manner'.

01016.5 MATERIALS

1. The Contractor shall provide materials for cutting and patching which will result in equal or better work than work being cut and patched, in terms of performance characteristics and including visual effect where applicable. The Contractor shall comply with requirements, and use materials identical with original materials where feasible and where recognized that satisfactory results can be produced thereby.

01016.6 PREPARATION

1. Inspection of Concealed Conditions (for construction existing prior to this Contract, if applicable) - Prior to beginning installation or preparation of shop drawings for each unit of work involving exposure of existing concealed construction, the Contractor shall remove the minimum of finishes, substrates and other existing construction as necessary to expose existing conditions where work is required behind existing surfaces. The Contractor shall verify that work can proceed in accordance with the requirements of the Contract Documents. The Contractor shall prepare detailed drawings of any existing conditions which differ substantially from conditions indicated or implied by the Contract Documents and the existing construction visible prior to exposure of concealed conditions. Submit drawings and a cost proposal to the Project Coordinator for transmittal to the Architect a minimum of fourteen (14) calendar days prior to the scheduled installation of work in that area or the preparation of any required submittals relating to the area in question.
2. Inspection of Concealed Conditions (for Work installed under this Contract) In the event work is required behind existing surfaces previously installed under this Contract, the Contractor shall remove the minimum of finishes, substrates and other existing construction as necessary to expose existing conditions where work is required behind existing surfaces. Inspect and assess all conditions affecting the continued performance of the

Work, and immediately report any circumstances which could have an adverse effect on the performance of the Work to the Project Coordinator.

3. Temporary Support - The Contractor shall provide shoring and protection and/or temporary support for work to be cut, to prevent failure. Do not endanger other work.
4. Protection - The Contractor shall provide protection of other work during cutting and patching, to prevent damage and provide protection of the Work from adverse weather conditions. The Contractor shall not cut or alter work of another contractor without written consent of the Project Coordinator.

01016.7 CUTTING AND PATCHING

1. The Contractor shall employ skilled tradesmen to perform all cutting, coring and patching and who have experience working with the materials involved. Except as otherwise indicated or approved by the Project Coordinator or the Architect, the Contractor shall proceed with cutting and patching at earliest feasible time in each instance, and complete work without delay.
2. The Contractor shall cut work by methods least likely to damage work to be retained and work adjoining. Employ the original installing subcontractor to perform cutting and patching for weather-exposed or moisture-resistant elements, and for exterior or interior surfaces exposed to view.
3. In general, where physical cutting action is required, the Contractor shall cut work with sawing and grinding tools, not with hammering and chopping tools. Make cuttings to neat, straight lines and only to the size required to accommodate the construction to be installed. Core drill openings through finished concrete work.
4. The Contractor shall patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work. Where feasible, inspect and test patched areas to demonstrate integrity of work.
5. The Contractor shall restore exposed finishes of patched areas and extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching and refinishing. Where a patch occurs in a smooth painted surface, the Contractor shall extend the final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.
6. Wherever existing concrete floors are required to be patched or leveled, and where slabs are chopped out to provide for installation of new concrete floors, and where existing concrete is to be extended, the Contractor shall apply concrete bonding agent before placing new concrete. Apply such bonding agent in accordance with the manufacturer's specifications.
7. For fire rated vertical or horizontal surfaces, patching shall include appropriate fire stop applicable to the penetration and shall comply with code and U.L. requirements.

END OF DIVISION 01016, CUTTING, CORING & PATCHING

**DIVISION 01025
LAYOUT OF THE WORK**

01025.1 PROJECT LAYOUT REQUIREMENTS

1. The Contractor shall be responsible to accurately establish and maintain all principal lines, routing, grades, and levels for the Work.
2. Establish lines and levels, and locate and lay out by instrumentation and similar appropriate means, the following, where necessary:
 - a. Site improvements, including, but not limited to, pavement; stakes for grading, fill and topsoil placement; and utility slopes and invert elevations
 - b. Grid and axes for structures
 - c. Building foundations, column locations, and floor elevations
 - d. Controlling lines and levels required for mechanical, electrical, and other trades
3. Protect and preserve the established control points, monuments, stakes, bench marks, or other datum points. The Contractor shall not make any change in location without the written approval of the Project Coordinator. Any control points lost or displaced through the neglect of the Contractor shall be replaced at no additional cost to the County.
4. Verify the overall and critical dimensions and elevations for the Work prior to commencement of construction. Submit a written statement to the Project Coordinator of the acceptance of the location of all existing conditions and previously completed construction, if any, as it relates to the Work of this Contract.
5. Verify all drawing dimensions and existing measurements as the Work progresses at the site. No extra charges shall be allowed for differences between actual field measurements and any dimensions shown on the Contract Documents. Do not provide filler pieces or closures without approval from the Project Coordinator.
6. Verify and maintain layouts during construction operations, using the same methods as were used to establish original layouts.
7. All Work, and in particular piping, ducts, conduit, and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar work shall be installed as close to ceilings and walls as conditions reasonably permit. These items shall be located to prevent interference with other work and with the use of the spaces in the manner required by the functions of the space and the County. Valves shall be located in inconspicuous but accessible locations. Before proceeding with any work exposed to view, the Contractor shall carefully plan the layout and review any questionable installations with the Project Coordinator.
8. Maintain a complete and accurate log of control and survey work as it progresses. Indicate all control point locations, with horizontal and vertical data, on the record drawings submitted at Substantial Completion.

01025.2 QUALITY ASSURANCE / QUALITY CONTROL

1. The Contractor shall employ qualified personnel to stake out/locate the reference points as needed to properly locate the Work of the Contractor and all

subcontractors. Engineers utilized in layout work shall be registered professionals, licensed in the State of Georgia, and acceptable to the Project Coordinator.

2. The Contractor shall be responsible for transferring all required measurements from the control points to the required locations throughout the Project. If, at any time, the Project Coordinator questions the transference of such dimensions, the Contractor shall, at no additional cost to the County, verify the transference of questionable dimensions to the Project Coordinator.

01025.3 COORDINATION

1. Upon Notice to Proceed, and again prior to commencement of construction, examine the site and the conditions under which the Work is to be installed, and notify the Project Coordinator in writing of any discrepancies or conditions detrimental to the proper performance of the Work. The Contractor is not to proceed until any such discrepancies or detrimental conditions are corrected.
2. Obtain accurate field dimensions in ample time to permit fabrication of items requiring same, and allow for delivery and installation in time to maintain the project schedule. The Contractor and all subcontractors shall cooperate and coordinate in completing the work phases to accommodate the schedule for obtaining dimensions and to prevent fabrication delay. In the event it is impractical to have work in place to permit field dimensions to be taken, the Contractor shall guarantee necessary dimensions to fabricators and be responsible to ensure those dimensions will be accurate.
3. The Contractor shall furnish approved copies of all relevant information (shop drawings, diagrams, templates, technical data, etc.) to the County or to separate contractors, as required for coordination with any of the Project by others.

END OF DIVISION 01025, LAYOUT OF THE WORK

**DIVISON 01055
REFERENCE STANDARDS****01055.1 APPLICABILITY OF STANDARDS**

1. Where reference is made to standards or specifications published by various organizations ("standards"), the Work shall conform to latest edition of such standards as amended and revised in effect at the date of Contract, unless a specific date is indicated.
2. Where material is designated for certain applications, material shall conform to standards designated in the applicable building code governing the Work. Similarly, unless otherwise specified, installation methods and standards of workmanship shall also conform to standards required by such code. Where no particular material is specified for a certain use, the Contractor shall select from choices offered in the governing code.
3. Where a standard does not provide all information necessary for the complete installation of an item, comply with manufacturer's instructions for installation and workmanship.
4. Where specific articles, sections, divisions or headings for standards are not given, such standards shall apply as appropriate. Standards when included in the Contract Documents by abbreviations or otherwise, shall form a part of Contract Documents. In the event of conflicts between cited standards and/or the Contract Documents, the more stringent shall govern.

01055.2 ABBREVIATIONS AND ACRONYMS

1. Abbreviations and acronyms used throughout the Contract Documents refer to associations, institutes, societies and other public bodies who publish standards which are readily available to the public, and to the titles of the standards which they publish. Where such abbreviations or acronyms are used in the Contract Documents, they shall mean the recognized name of the trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.
2. Whenever initials representing such a body are shown, followed by a number or a combination of numerals and letters, reference is to a particular standard to which Contractor shall conform. The number or combination of numerals and letters following abbreviation designates the particular standard to be followed.

01055.3 CONTRACTOR'S DUTIES AND RESPONSIBILITIES

1. The Contractor shall be responsible when required by Contract Documents, or upon written request from the Project Coordinator, to deliver required proof that materials or workmanship, or both, meet or exceed the requirements of a reference standard.

01055.4 CONFLICTING STANDARDS

1. Where compliance with two or more standards is specified and where the standards may establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different but apparently equal and other uncertainties to the Project Coordinator, for a decision before proceeding.

01055.5 COPIES OF STANDARDS

1. Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.

END OF DIVISION 01055, REFERENCE STANDARDS

**DIVISION 01060
PROJECT MEETINGS**

01060.1 GENERAL

1. The Project Coordinator will determine the agenda for and chair the meetings described below and also shall prescribe the format for the documentation of the meetings to be produced by the Contractor.
2. Representatives of the Contractor and its subcontractors and suppliers in attendance at any project meeting shall be qualified and authorized to act on behalf of the entity each represents.
3. The Contractor shall schedule and administer project meetings throughout progress of Work as required by this Section 01 200, and where specified or required by the Construction Documents, and shall have the following specific responsibilities:
 - a. Distribute Project Coordinator's agenda for meetings
 - b. Distribute written notice of each meeting a minimum of four days in advance of meeting date
 - c. Make physical arrangements for meetings
 - d. Record minutes, in the format to be provided by the Project Coordinator, to include significant proceedings and decisions
 - e. Reproduce and submit word processed minutes, within four working days after each meeting, to the Project Coordinator for approval before further distribution. After approval, distribute copies as follows:
 1. To all participants in the meeting
 2. To all parties affected by decisions made at meeting
 3. To all other parties as may be designated by the County or Construction Manager
4. The County's user department(s) will be active participants in the design and construction process for this project, and their representative(s) shall be invited to all project meetings for which their presence and/or participation is appropriate.

01060.2 PRE-CONSTRUCTION MEETING

1. Scheduling: Meetings shall be held at least two weeks prior to any Work commencing on the site.
2. Location: Designated by Project Coordinator.

3. Meeting Minutes: The Project Coordinator shall generate and distribute meeting minutes for the Pre-Construction Meeting.

4. Attendance:

1. Owner/user group representative(s), as appropriate
2. Fulton County Project Coordinator
3. Contractor's Project Manager, Superintendent(s), Safety Manager, and other representative(s) as appropriate or requested by the Project Coordinator
4. Major subcontractors and suppliers
5. Others as appropriate

5. Suggested Minimum Agenda:

1. Introductions
2. Lines of communication
3. Security and site access
4. Relocation and move-out of existing Owner operations
5. Use of premises, temporary utilities and temporary facilities
6. Staging and logistics areas
7. Traffic and parking procedures
8. Discussion of major subcontractors and suppliers
9. Construction schedule
10. Critical work sequencing
11. Major equipment deliveries
12. Project coordination and designation of responsible personnel
13. Procedures and processing of:
 - a. Design issues and decisions
 - b. Field decisions
 - c. Proposal requests
 - d. Submittals
 - e. Change orders
 - f. Applications for payment
14. Procedures for maintaining record documents and as-builts
15. Safety and first-aid procedures
16. Housekeeping procedures
17. Other administrative procedures

01060.3 CONSTRUCTION PROGRESS MEETINGS

1. Scheduling: Meetings shall be conducted at least bi-weekly throughout the construction phase.

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2. Location of the Meetings: Project field office of Contractor or other location designated by Project Coordinator.
 3. Meeting Minutes: The Project Coordinator shall generate and distribute meeting minutes for the Construction Progress Meetings
 4. Schedule, Submittals, Changes Updates: The Contractor shall be responsible to provide the Project Coordinator information prior to meetings to incorporate into the agenda package.
 5. Attendance:
 - a. Owner/user group representative(s), as appropriate
 - b. Project Coordinator representative
 - c. Contractor's Project Manager, Superintendent(s), and other representative(s) as appropriate
 - d. Subcontractors and suppliers as appropriate to the agenda
 - e. Contractor's Architect (if Design/Build)
 - f. Others as appropriate
 6. Suggested Minimum Agenda:
 - a. Actual vs. scheduled progress since previous meeting
 - b. Planned construction activities for the next four weeks
 - c. Problems with and revisions to construction schedule
 - d. Review of off-site fabrication and delivery schedules
 - e. Corrective measures and procedures to regain projected schedule
 - f. Review submittal schedules and expediting
 - g. Construction Document clarifications
 - h. Field observations, problems, conflicts
 - i. Quality control
 - j. Actual and potential changes and their impacts
 - k. Safety issues
 - l. Changes
 - m. Payments
 7. Updates Required From Contractor: At Progress Meetings the Contractor shall provide updates that include but are not limited to:
 - a. Graphic of actual vs. scheduled progress since previous meeting
 - b. Graphic of planned construction activities for the next four weeks
 - c. List of problems with and revisions to construction schedule
 - a. Submittal log – submittal schedule

- b. RFI log - List of needed Construction Document clarifications
- c. List of problems, conflicts
- d. Changes log - List of actual and potential changes and their impacts
- e. Safety issue

01060.4 PRE- INSTALLATION MEETINGS

1. Scheduling: Schedule pre-installation meetings for installation of various aspects of the Work prior to the start of installation, or as otherwise specified in the Project Manual. Do not schedule pre-installation meetings until required submittals have been approved unless noted otherwise where multiple meetings are required (1st meeting - prior to ordering, 2nd meeting – prior to installation).
2. Location: At jobsite.
3. Meeting Requirements:
 4. Prior to installation of work, conduct pre-installation meeting at project site with Contractor's superintendent and foreman, primary materials installer, installer of each component of associated work, representative(s) of materials manufacturer(s), inspection and testing agency representative (if any), installers of other work requiring coordination, Project Coordinator and Owner's representative for the purpose of reviewing job mock-up (if any), job conditions, project requirements and procedures to be followed in performing work.
 5. At pre-installation meeting, examine areas and conditions under which work is to be performed. Report in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected. Commencement of work shall constitute acceptance of substrate conditions.
 6. At pre-installation meeting, the manufacturer's authorized representative shall inspect storage of job site materials, establish scheduling of initial and final installation of products, and establish the method of preparing written progress reports to Contractor (with copy to Project Coordinator) of job conditions and installation.
 7. At pre-installation meeting, review manufacturer's product data publications and other published instructions for material installation compliance including shop drawings. Shop drawings and submittals shall be reviewed and approved prior to pre-installation meetings. Contractor shall provide a set of approved shop drawings and submittals for meeting use.

5. Meeting Report: Submit copy of pre-installation job meeting report. Include copy of manufacturer's inspection report, manufacturer's recommendations, and any statement of non-compliance as applicable.

01060.5 INSPECTION TOURS

1. Formal inspection tours shall be made of the job progress for the Owner and any other officials as the occasion warrants and as scheduled by the Project Coordinator.
2. If requested by the Project Coordinator, the Contractor shall be prepared to show and explain work completed and in progress throughout the Project to the inspection parties.

END OF DIVISION 01060, PROJECT MEETINGS

**DIVISION 01091
SCHEDULING OF THE WORK****01091.1 INTRODUCTION**

1. This Section describes the construction scheduling and progress reporting requirements of the Contract. The primary objectives of the requirements of this Section are:
 - a. To insure adequate planning and execution of the Work by the Contractor;
 - b. To assist the County and Project Coordinator in evaluating the progress of the work
 - c. To provide for optimum coordination by Contractor of its trades, subcontractors and suppliers, and of its Work with the work or services provided by the County or any separate contractors; and
 - d. To permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work.

01091.2 GENERAL SCHEDULING REQUIREMENTS

1. The Work of this Contract shall be planned, scheduled, executed, and reported using the critical path method (CPM). The Contractor shall use one of the following software programs to develop its Detailed Construction Schedule:
 - a. Primavera Project Planner, latest version
 - b. SureTrak Project Manager, latest version
 - c. Microsoft Project, latest version (MPX file)
2. The Detailed Construction Schedule, as defined herein, shall represent the Contractor's commitment and intended plan for completion of the Work in compliance with the Contract completion date and interim milestone dates specified. The Detailed Construction Schedule shall take into account all foreseeable activities to be accomplished by any separate contractors or the County, and interface dates with utility companies, the County's operations, and others. The Detailed Construction Schedule shall anticipate all necessary manpower and resources to complete the Work within the dates set forth.
3. Once approved by the Project Coordinator, the Detailed Construction Schedule will become the Schedule of Record, and will be the basis for coordinating the Work, scheduling the Work, monitoring the Work, reviewing progress payment requests, evaluating time extension requests, and all other objectives listed above. No other schedule will be recognized for this Contract.
4. The Contractor is responsible for determining the sequence of activities, the time estimates of the detailed construction activities and the means, methods, techniques and procedures to be employed. The Detailed Construction Schedule shall represent the Contractor's best judgment of how it will prosecute the Work in compliance with the Contract requirements. The Contractor shall ensure that Detailed Construction Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions and the Contract Documents may require.
5. When there are separate contractors working concurrently on the Project whose work must interface or be coordinated with the Work of the Contractor, the Contractor shall coordinate its activities with the activities of the separate contractors, and the Detailed Construction Schedule shall take into account and reflect such work by others.
6. The Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by it so that the progress of construction shall be maintained according to the currently approved construction schedule for the Work. The Contractor shall notify the Project Coordinator in writing, and in a timely and reasonable manner, whenever the Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by the Contractor will be later than the delivery date indicated by

the currently approved construction schedule, or required consistent with the completion requirements of this Contract, subject to schedule updates as herein provided.

01091.3 DETAILED CONSTRUCTION SCHEDULE

1. Within two (2) weeks after the Notice to Proceed, the Contractor shall submit a Detailed Construction Schedule according to the requirements established herein.
2. The Detailed Construction Schedule shall consist of a time-scaled, detailed network graphic representation of all activities which are part of the Contractor's construction plan and an accompanying listing of activity's dependencies and interrelationships. The Detailed Construction Schedule submission shall include, but not be limited to, the following information:
 - a. Project name
 - b. Distinct, logical and identifiable subdivisions of Work
 - c. Activities for all aspects of the Work, with durations not exceeding fourteen (14) calendar days for all activities for which the Contractor will perform actual construction work. Material procurement, submittals, concrete curing and other similar activities may exceed fourteen (14) calendar days if approved by the Project Coordinator. Related activities, each of a duration of five (5) calendar days or less, may be shown as one activity together, if not on the critical path of timely job completion.
 - d. Outage schedules for existing utility services that will be interrupted during the performance of the Work.
 - e. Acquisition and installation of equipment and materials supplied and/or installed by the County or separate contractors
 - f. All start dates, milestones, float and completion dates
 - g. An accounting of the number of workdays anticipated to be lost due to weather. This accounting shall be in accordance with allowable days per month provided in Article 8 of the *Owner-Contractor Agreement* (Section 00 500).
 - h. A tabular report listing all predecessor and successor activities for each activity
 - i. A legible time scaled network diagram showing the critical path.
 - j. A listing of the project calendar, indicating the anticipated days of work performance
 - k. A floppy computer disk, in a form and format acceptable to the Project Coordinator, of the Detailed Construction Schedule including all required submission information resident in the computer system and containing all of the files associated with the schedule.
3. Activities and milestones to appear on the Detailed Construction Schedule shall include, but not be limited to, sitework, structure erection, roof close-in, exterior wall systems, paving, major material fabrication and delivery, shop drawings submittals, bi-weekly progress meetings, furniture delivery and installation, equipment delivery and installation, coordination requirements, mock-up installations and inspections, dates of Substantial and Final Completion, Certificate of Occupancy inspection, systems testing and instruction, and special County reviews and decision points that impact the Work.
4. Schedule Reports: Schedule submissions will contain the following minimum information for each activity:
 - a. Activity number, description and estimated duration
 - b. Anticipated start and finish dates
 - c. Responsibility for activity
 - d. The cost loading values for each activity.
5. For all major equipment and materials to be fabricated or supplied for the Project, the Detailed Construction Schedule shall show a sequence of activities including:
 - a. Preparation of shop drawings and sample submissions
 - b. A reasonable time for review of shop drawings and samples or such time as specified in the Contract Documents
 - c. Shop fabrication, delivery and storage

- d. Erection or installation
 - e. Testing and balancing of equipment and materials.
 - f. Training & Instruction
 - g. Project Closeout
6. The Project Coordinator shall have the right to require the Contractor to modify any portion of the Contractor's Detailed Construction Schedule, or Recovery Schedule, as herein required, (including cost loading) with the Contractor bearing the expense thereof, which the Project Coordinator reasonably determines to be:
- a. impractical or unreasonable;
 - b. based upon erroneous calculations or estimates;
 - c. not in compliance with other provisions of the Contract Documents;
 - d. required in order to ensure proper coordination by the Contractor of the Work of its subcontractors and with the work or services being provided by any separate contractors;
 - e. necessary to avoid undue interference with the County's operations or those of any utility companies or adjoining property owners;
 - f. necessary to ensure completion of the Work by the milestone and completion dates set forth in the Contract Documents;
 - g. required in order for the Contractor to comply with the requirements of this Section or any other requirements of the Contract Documents; or
 - h. not in accordance with the Contractor's actual operations.

01091.4 UPDATING OF CONSTRUCTION SCHEDULE/PROGRESS REPORTS

1. Not less than seven (7) calendar days before the submission of the monthly progress payment request, or on a date specified by the Project Coordinator, the Contractor shall arrange for its Project Manager, Superintendent and necessary subcontractors and suppliers to attend a monthly schedule meeting with the Project Coordinator to review the Contractor's report of actual progress. Said report shall set forth up-to-date and accurate progress data, and shall be prepared by the Contractor in consultation with all principal subcontractors and suppliers.
2. The progress report of the Contractor shall show the activities, or portions of activities, completed during the reporting period, the actual start and finish dates for these activities, remaining duration and/or estimated completion dates for activities currently in progress, and quantities of material installed during the reporting period.
3. The Project Coordinator will produce a computerized update worksheet for the Contractor to complete as a part of this process.
4. At the monthly schedule meeting a total review of the Project will take place including but not limited to, the following:
 - a. Current update of the Detailed Construction Schedule
 - b. Anticipated detailed construction activities for the subsequent report period
 - c. Critical items pending
 - d. Contractor requested changes to the Detailed Construction Schedule.
5. The Contractor shall submit a narrative with the progress report which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any proposed newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include:
 - a. A narrative describing actual Work accomplished during the reporting period
 - b. A list of major construction equipment used on the Project during the reporting period
 - c. Anticipated changes or additions to Contractor's supervisory personnel.

6. As part of the updating process, the Project Coordinator will calculate, based upon progress data provided by the Contractor and agreed to by the Project Coordinator, the value of Work completed based on the sum of the cost loading amounts for all activities, including activities specifically defined for stored materials, less the amount previously paid. Summation of all values of each activity less the appropriate percent of retainage shall be the maximum amount payable to the Contractor, provided that the Contractor has complied with all requirements of the Contract Documents.
7. No invoice for payment shall be submitted and no payment whatsoever will be made to the Contractor until the required narrative reports, as defined herein, have been submitted and the Detailed Construction Schedule has been updated.

01091.5 RECOVERY SCHEDULE

1. Should the updated Detailed Construction Schedule, at any time during the Contractor's performance, show, in the sole opinion of the Project Coordinator, that the Contractor is behind schedule for any milestone or completion date for any location or category of work, the Contractor, at the request of the Project Coordinator, shall prepare a Recovery Schedule within five (5) days, at no additional cost to the County (unless the County is solely responsible for the event or occurrence which has caused the schedule slippage), explaining and displaying how the Contractor intends to reschedule its Work in order to regain compliance with the Detailed Construction Schedule within thirty (30) calendar days.
2. If the Contractor believes that all of the time can be recovered within thirty (30) calendar days, the Contractor will be permitted to prepare a Recovery Schedule as set forth below. However, if the Contractor believes it will take more than thirty (30) days to recover all of the lost time, it shall prepare and submit a request for revision to the Detailed Construction Schedule and comply with all of the requirements of a Schedule Revision as set forth in Paragraph 8 below.
3. The Contractor shall prepare and submit to the Project Coordinator a one month maximum duration Recovery Schedule, incorporating the best available information from sub consultants, subcontractors and others which will permit a return to the Detailed Construction Schedule at the earliest possible time. The Contractor shall prepare a Recovery Schedule to the same level of detail as the Detailed Construction Schedule. The Recovery Schedule shall be prepared in coordination with other separate contractors on the Project.
4. Within two (2) days after submission of the Recovery Schedule to the Project Coordinator, the Contractor and any of the necessary subcontractors, suppliers, vendors, manufacturers, etc. shall participate in a conference with the Project Coordinator to review and evaluate the Recovery Schedule. Within two (2) days of the conference, the Contractor shall submit the revisions necessitated by the review for the Project Coordinator's review and approval. The Contractor shall use the approved Recovery Schedule as its plan for returning to the Detailed Construction Schedule.
5. The Contractor shall confer continuously with the Project Coordinator to assess the effectiveness of the Recovery Schedule. As a result of these conferences, the Project Coordinator will direct the Contractor as follows:
 - a. If the Project Coordinator determines the Contractor continues behind schedule, the Project Coordinator will direct the Contractor to prepare a Schedule Revision and comply with all of the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the County and Project Coordinator as provided elsewhere in the Contract Documents; or

- b. If the Project Coordinator determines the Contractor has successfully complied with provisions of the Recovery Schedule, the Project Coordinator will direct the Contractor to return to the use of the approved Detailed Construction Schedule.
6. In carrying out any approved Recovery Schedule, or whenever it becomes apparent that any critical activity completion date may not be met, the Contractor shall take any or all of the following minimum actions, as may be required, at no additional cost to the County:
 - a. Increase manpower to put the Work back on schedule.
 - b. Increase the number of working hours per shift, shifts per working day, working days per week, amount of construction equipment, or any combination which will place the Work back on schedule.
 - c. Reschedule activities to achieve maximum practical concurrence and place the Work back on schedule.
7. If the Contractor fails to take appropriate action as required by this Paragraph 7 to recover delays in the schedule, the Project Coordinator may take action to attempt to put the Work back on schedule and deduct the cost of such action from monies due or to become due the Contractor in accordance with the Contract Documents.

01091.6 SCHEDULE REVISIONS

1. Should the Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work or the duration of the activities in its Construction Schedule, it shall do so in accordance with the requirements of this Paragraph and the Contract Documents.
2. The Contractor shall submit requests for revisions to the Detailed Construction Schedule to the Project Coordinator, using a Schedule Revision Form provided by the Project Coordinator, together with written rationale for revisions and description of logic for rescheduling work, substantiating that the milestone and completion dates will be met as listed in the Contract Documents. Proposed revisions acceptable to the Project Coordinator and County will be approved in writing and incorporated into the Detailed Construction Schedule.
3. Requests for revision will be accompanied by evidence acceptable to the Project Coordinator that the Contractor's suppliers, subcontractors and sub-subcontractors are in agreement with the proposed revisions.
4. If there are separate contractors on the Project, the approval of the separate contractors shall be obtained to make the proposed schedule revisions. If accepted by the Project Coordinator and County, the revisions shall be binding upon the Contractor and all separate contractors on the Project.

01091.7 FLOAT TIME

1. Float or slack time associated with one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the currently approved construction schedule. Float or slack time shown on the currently approved construction schedule is not for exclusive use or benefit of either the County or the Contractor and is available for use by either of them according to whichever first needs the benefit of the float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays, impact, acceleration or changes in the Work which may arise during performance. The Contractor specifically agrees that float time may be used by the County or Project Coordinator in conjunction with their review activities or to resolve Project problems. The Contractor agrees that there will be no basis for any modification of the milestone or completion dates or an extension of the Contract Time, or a claim for additional

compensation as a result of any Project problem, delay, impact, acceleration, or change order which only results in the loss of available float on the currently approved construction schedule.

2. Float time shown on any construction schedule shall not be used arbitrarily by the Contractor in a manner which, in the opinion of the Project Coordinator, unnecessarily delays separate contractors from proceeding with their work in a way which is detrimental to the interests of the County.

END OF DIVISION 01091, SCHEDULING OF THE WORK

**DIVISION 01200
REPORTS****01200.1 DAILY REPORTS**

1. The Contractor's Superintendent shall prepare and submit Daily Reports throughout the construction phase of the Work. Daily Reports shall be kept in an orderly manner at the site, available for inspection or review when requested by the Project Coordinator or the Architect. Copies of Daily Reports shall be accumulated and submitted to the Project Coordinator on a weekly basis, on a regular day and time to be determined by the Project Coordinator. Failure to submit Daily Reports or to comply with the format requirements below is cause for the Project Coordinator to retain additional monies due the Contractor from the monthly Application(s) for Payment until such time as the reports have been brought up to date by the Contractor.
2. Each Daily Report shall include the following information at a minimum:
 - a. Manpower by subcontractor, trade, and skill level
 - b. Weather and temperatures (AM and PM)
 - c. List of visitors to the jobsite
 - d. Specific work performed with locations
 - e. Situations or circumstances which could delay the Work or give cause for a time extension or additional cost
 - f. Instructions requested (and of whom)
 - g. Materials received
 - h. Major equipment arrival/departure
 - i. Total days accrued under the terms of the Contract Documents
 - j. Accidents and incidents
 - k. Safety issues
 - l. Meetings
 - m. Other significant events at the jobsite
3. The Contractor shall take the necessary action required to specifically alert the Project Coordinator to items which could result in impacts to the progress of the Work. Such items shall be clearly highlighted in the report.
4. All Daily Reports shall be clearly handwritten or typed. Poor copies, reports in sloppy or illegible handwriting or on wrinkled paper will not be accepted.

END OF DIVISION 01200, REPORTS

DIVISION 01310
SHOP DRAWING, PRODUCT DATA & SAMPLES**01310.1 GENERAL**

1. This Section covers provisions for the submittal of shop drawings, product data, and samples prior to construction, and supplements the Owner-Contractor Agreement.
2. The Contractor is required to make all submittals in accordance with the Contract Documents. Refer to the individual Technical Specifications for identification of equipment and materials for which submittals are required.
3. Provisions in this Section are mandatory procedures for preparing and submitting shop drawings, product data, and samples.
4. Required shop drawings, product data, and samples shall be coordinated, prepared, and submitted so as not to impact the project schedule. Submittals for interfacing units of work, and different categories of submittals for the same work, shall be coordinated and sequenced so that one will not be delayed by another. Adequate time shall be allowed for review by the Architect, and for possible resubmittal. Delays or impacts due to the Contractor's failure to make or process submittals in a timely fashion are solely the responsibility of the Contractor. The Contractor has an obligation to notify the Project Coordinator in a timely manner if the submittal review process, with respect to reviews by the Architect might cause a schedule impact on the required delivery of any materials or fabricated assemblies required to execute the Work.
5. Project delays or delays in the purchasing of materials or equipment occasioned by the requirement for resubmission of shop drawings, product data, and samples not in accordance with the Contract Documents are the Contractor's sole responsibility and will not be considered valid justification for time extensions.
6. No portion of the Work requiring the submittal of shop drawings, product data, or samples shall be commenced until each such submittal has been reviewed by the Architect, and the action required on the returned submittal does not require a correction and resubmittal (i.e., "No Exceptions Taken" or "Make Corrections Noted," or similar notation); and further, each installer shall have possession of such final reviewed submittal prior to commencing its portion of the Work.
7. The Contractor shall be responsible for distribution of all copies of initial and approved submittals required for coordination with others concerned with the Work.
8. Submittals requiring review by the Architect shall be delivered to the Project Coordinator's office, unless directed otherwise by the Project Coordinator. Submittals are to be scheduled and submitted to allow adequate time for review.

01310.2 DEFINITIONS

1. "Shop Drawings" are drawings, diagrams, illustrations, schedules, performance charts, manufacturer's data sheets, brochures and other data which are prepared and submitted by the Contractor and its subcontractors to illustrate in detail some portion of the Work. The Architect's drawings are not acceptable as shop drawings.
2. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor and its subcontractors to illustrate a material, product, or system for some portion of the Work.

3. "Samples" are physical examples prepared for submission by the Contractor and its subcontractors to illustrate materials, equipment, or workmanship, and to establish standards by which the work will be judged as complying with the Contract Documents. Mock-ups are a special form of samples, too large or otherwise inconvenient for transmittal in the manner specified. Mock-up requirements are specified elsewhere in the Contract Documents.

01310.3 SUBMITTAL REGISTER

1. Within ten (10) days of the Contractor's receipt of the Notice of Award, the Contractor shall submit a comprehensive Submittal Register to the Project Coordinator, showing all items requiring submission as defined in the General Requirements and the Technical Specifications.
2. No submittals will be accepted or reviewed until the Submittal Register has been submitted, reviewed, and approved by the Architect and the Project Coordinator as to content and format.
3. The Submittal Register shall be updated by the Contractor and resubmitted on a monthly basis, or as otherwise required by the Project Coordinator.
4. The initial format of the Submittal Register shall be determined by the Contractor. If any aspect is lacking, the Submittal Register shall be reworked and resubmitted in a format as prescribed by and to the level of detail required by the Project Coordinator.
5. The Submittal Register shall be organized by Specification Section, and shall be further broken down as submittals from subcontractors will be structured.
6. The Submittal Register shall include all required submittals for test procedures, training programs, operation and maintenance manuals, and any other submittals required by the General Requirements.
7. The Submittal Register shall include the following information at a minimum:
 - a. Submittal breakdown by Specification Section and Paragraph number.
 - b. Scheduled date for initial submittal of each item.
 - c. Number of calendar days required after review to fabricate and deliver the specified item to the jobsite (if applicable).

01310.4 PREPARATION OF SUBMITTALS

1. General Identification: All shop drawings, product data, and samples submitted for review shall have the following identification data, as applicable, contained thereon or permanently affixed thereto.
 - a. Date of submission and the dates of any previous submissions
 - b. Project title and location
 - c. Job number
 - d. Contract identification
 - e. Names of the Contractor, subcontractor, installer, supplier, and manufacturer
 - f. Identification of product (brand name, model number), use, and location
 - g. For each shop drawing: drawing number, drawing title, revision number, and date of drawing and all subsequent revisions
 - h. Corresponding Specification Section and Paragraph reference from Contract Documents
 - i. Field dimensions, clearly identified as such
 - j. Relation to adjacent or critical features of Work or materials

- k. Applicable standards, such as ASTM or Federal Specification numbers
 - l. Identification of deviations from the Contract Documents
 - m. Identification of revisions from previous submittals (if a resubmittal)
 - n. Contractor's stamp, initialed or signed, and dated
2. Shop Drawing Preparation
- a. Provide newly-prepared information with graphics at accurate scale (except as otherwise indicated).
 - b. Number all sheets consecutively.
 - c. Indicate all working and erection dimensions. Identify all dimensions based on field measurement.
 - d. Show arrangements and sectional views.
 - e. Indicate kinds of materials and finishes, anchoring and fastening details, including information for making connections to other Work. Furnish installation instructions to be followed in the field to achieve manufacturer's designed and planned intentions.
 - f. Indicate corresponding detail numbers from Contract Drawings in addition to numbering systems used on shop drawings.
 - g. Form:
 - 1. Up to 11" x 17" in size may be either prints on opaque paper, or reproducible transparency. The use of 8-1/2" x 14" size shall not be acceptable.
 - 2. Prepare submissions larger than above on reproducible, correctable transparent sheets between 18" x 24" (minimum) and 30" x 45" (maximum) in size.
 - h. Number of copies to be submitted:
 - 1. The Contractor shall submit one (1) reproducible copy and five (5) print copies for review.
 - 2. Copies shall be grouped together such that one set of all copies can be removed immediately without the necessity to remove and re-sequence the remaining copies.
 - i. Associated drawings relating to a complete assembly shall be submitted simultaneously to the greatest extent possible, so that each may be checked in relation to each other and the total assembly.
 - j. Composite Coordination Shop Drawings:
 - 1. The locations and routing of all mechanical and electrical systems shall be delineated on coordinated composite layout drawings, to be submitted by the Contractor and reviewed by the Architect and the Project Coordinator according to the procedures above. Such coordination shall consider all other building systems, including structural members and their elevations.
 - 2. The composite drawings shall accommodate layering of ductwork, plumbing supply, waste, roof drainage and vent piping, fire protection piping, HVAC piping, electrical conduit, control systems conduit, light fixture locations, sprinkler head locations, HVAC ceiling-mounted and wall-mounted air devices, and life-safety system device locations as and where applicable.
 - 3. Provide plan views of all ceiling plenum spaces, duct and pipe shafts, and mechanical and electrical rooms. Show all ceiling grid patterns and walls. Clearly indicate top and bottom elevations of work, including elevations of wall-mounted devices.
 - 4. Clearly indicate all penetrations of smoke and fire-rated walls and ceilings. Indicate recommended smoke stop or fire stop method, cross-referenced to Division 7 Specification requirements.
 - 5. Composite drawings shall be 1/4" = 1'-0" minimum scale.
3. Product Data Preparation
- a. Product data submittals shall be made by Specification Section. All items within a Specification Section requiring submissions shall be submitted together. If two or

more Sections require inter-coordination (e.g. Chiller and Chilled water pump or Cooling Tower and Chiler), they shall be submitted at the same time. Each individual submittal item shall be marked to show the Specification Paragraph number which pertains to that item.

- b. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and coordination requirements.
- c. Clearly mark each copy to identify pertinent products, brand names, or models, and to indicate which choices and options are applicable to the Work.
- d. Modify each copy to delete information which is not applicable to the Work. Supplement standard information to provide information specifically applicable to the Work and to job conditions.
- e. Include performance characteristics and capacities.
- f. Include dimensions and clearances required.
- g. Include wiring or piping diagrams and controls.
- h. Form:
 1. Submit all items within a Specification Section in a tabbed binder, with an index.
 2. Submittals for multiple but related Specification Sections may be grouped in the same binder, if adequately indexed and tabbed for easy reference.
 3. If product submittals bound together exceed the capacity of one binder, two or more binders shall be used, and notations shall be made on the covers of each indicating the number of binders in the set and the number of each binder (i.e., 2 of 3).
- i. Number of copies to be submitted: five (5).

4. Other Submittals

- a. Inspection and Test Reports: Classify each as either a "shop drawing" or "product data," depending on whether report is uniquely prepared for the Project or a standard publication of workmanship control testing at point of production, and process accordingly.
- b. Letters of Material Certification: Submit for specified materials, items, or equipment, and when requested. Letters of certification shall certify that material or equipment submitted complies with the Contract Documents and shall be submitted with substantiating supporting data (i.e., test reports from approved independent testing laboratory or other approved source). Classify as "product data."
- c. Fire Rating and Acoustical Rating Certifications: Submit notarized certifications with shop drawings and material samples which are required to show or have a fire or acoustical rating.

01310.5 PREPARATION OF SUBMITTALS TO PROJECT COORDINATOR

1. Transmit all shop drawings, product data, and samples to the Project Coordinator for transmittal to the Architect.
2. Accompany each submittal to the Project Coordinator with a transmittal letter, in duplicate, containing the Project name, Contractor's name, contract number and description, and brief description of submittal, including the number of drawing sets, data sets, and/or samples included. Include an outline of deviations, if any, from the requirements of the Contract Documents, and itemize proposed changes in the Contract Sum or Contract Time, if any. Where no change in the Contract Sum or Contract Time is indicated by the Contractor, it shall be concluded that no such change is involved for making the change.

01310.6 CONTRACTOR'S RESPONSIBILITIES

1. The Contractor shall prepare and submit all submittals with promptness and in accordance with the project schedule.
2. The Contractor shall determine and verify prior to submittal of any shop drawing, product data, or sample, the following:
 - a. Field measurements
 - b. Field construction criteria and job conditions
 - c. Catalog numbers and similar data
 - d. Conformance with Specifications
3. Any deviation in a submittal from the requirements of the Contract Documents shall be called to the attention of the reviewing party in writing at the time of the submittal.
4. The Contractor shall affix its stamp, with initials or signature, and date, prior to submittal to the Project Coordinator, indicating its review and concurrence that the submittal conforms to the Contract Documents.
5. All copies of submittals shall include the stamp indicated above, and previous revisions, if any, shall be clouded and noted. Failure to adhere to these requirements will result in the return of the unreviewed submittal to the Contractor for re-submittal, with the Contractor responsible for any impact to the project schedule resulting there from.
6. If re-submittals are necessary, they shall be made as specified above for initial submittals. Re-submittals shall highlight all revisions made and the cover shall include the phrase, "Re-submittal No. _____."
7. All re-submittals shall carry the same submittal number but shall have a suffix designation which is designed to signify that the package is a re-submittal. This suffix designation shall be changed for each subsequent re-submittal.

01310.7 PROJECT COORDINATOR'S RESPONSIBILITIES

1. The Project Coordinator will provide a general review of all submittals for completeness and compliance with submittal procedures as outlined herein.
2. The Project Coordinator will return to the Contractor, without review, all submittals not bearing the Contractor's review stamp or not indicating that the submittal has been reviewed by the Contractor. All costs resulting from unnecessary delays of this type will be the responsibility of the Contractor.
3. The Project Coordinator will forward acceptable submittals to the Architect for review.
4. After the Architect review, the Project Coordinator will forward reviewed submittals to the Contractor and retain one copy for the County. The Contractor will provide additional distribution copies to the Project Coordinator of any submittals in a "No Exceptions Taken" status as directed by the Project Coordinator at any time during execution of the contract.

01310.8 ARCHITECT'S RESPONSIBILITIES

1. Shop drawings, product data, and samples will be examined by the Architect with reasonable promptness and returned to the Project Coordinator. Allow a reasonable time for processing by the Project Coordinator in addition to transit time.
2. Shop drawings, product data, and samples will be returned to the Contractor noted for action as follows:

- a. "Rejected" – indicates that the submission is unacceptable and requires resubmission. In the case of a mock-up, reconstruction will be required. The Contractor shall make corrections as noted and resubmit. Fabrication shall not begin on items covered by submittals bearing this notation.
 - b. "Make Corrections Noted" – indicates that the Contractor shall make the corrections indicated on the returned submittal. This notation will permit fabrication to begin on all items subject to the corrections indicated. If "Resubmit" has been added after "Make Corrections Noted," the Contractor shall delay fabrication on items affected by the corrections, make appropriate changes and resubmit.
 - c. "No Exceptions Taken" – indicates that fabrication may begin on all items.
 - d. "Not Required for Review" – indicates that no submittal is required.
3. The Project Coordinator will return one copy of all reviewed submittals to the Contractor; for shop drawings where reproducible copies are submitted, one print and one reproducible copy will be returned.
 4. The Technical Specifications for structural, mechanical and electrical work may modify the above requirements and shall govern in the event of conflict.
 5. If the Contractor has a complaint with either the time required or the information provided by the Project Coordinator's review, it shall be expressed in writing at the time the submittal is returned. Failure by the Contractor to file such complaints at that time will prevent attempting to allege delays or impacts resulting there from at a later date. Such complaints must be fully detailed, and if additional information is requested by the Project Coordinator, it shall be provided as soon as becomes available, but in no case later than ten (10) days from the return of the submittal in question.
 6. The Project Coordinator's review of a submittal shall not be construed as an indication that it is correct or suitable, nor that Work represented by a submittal complies with the Contract Documents, except as to matters of finish, color, and other aesthetic matters left to the Project Coordinator's decision by the Contract Documents. Further, reviews by the Project Coordinator of submittals of details for any material, apparatus, device, etc., will not relieve the Contractor from responsibility for furnishing same of proper dimension, size, quantity, and quality to efficiently perform the Work and carry out the requirements and intent of the Contract Documents.

01310.9 RECORD SUBMITTALS

1. At Substantial Completion of the Work, the Contractor shall deliver to the Project Coordinator one copy of all final, approved submittals for the County's record.
2. Record submittals not in the form of drawing rolls shall be neatly labeled and organized by Specification Section and boxed in a "Banker's Box" or equivalent. Rolls of shop drawings shall be labeled appropriately for easy reference.

END OF DIVISION 01310, SHOP DRAWINGS, PRODUCT DATA & SAMPLES

**DIVISION 01320
SCHEDULE OF VALUES**

01320.1 GENERAL SUMMARY

1. The Contractor shall submit to the Project Coordinator a Schedule of Values for the entire Contract, either within ten (10) days of Contract award or fifteen (15) days prior to the first Application for Payment deadline, whichever comes first.

2. Breakdown and Content

The Schedule of Values will be submitted in a format as prescribed by and to the level of detail specified by the Project Coordinator.

- a. The sum of the parts of the Schedule of Values shall aggregate to the total Contract Sum.
 - b. The minimum level of breakdown will normally be:
 1. General Conditions line item(s) as required
 2. Construction costs, by CSI Division or major trade, and broken down into labor and material line items for specific areas of the facility.
3. Schedule of Values items shall have a direct and understandable relation to the Project CPM Schedule.

01320.2 SCHEDULE OF VALUES UTILIZATION

1. Applications for Payment

The Schedule of Values, unless objected to by the Project Coordinator or the Architect, shall be the basis for the Contractor's Applications for Payment.

2. Changes to the Schedule of Values

The Project Coordinator shall have the right to require the Contractor to alter the value or add/delete categories listed on the Schedule of Values at any time for the following reasons:

- a. The Schedule of Values appears to be incorrect or unbalanced.
 - b. A revision to the segregation of values is required due to the Contractor revising the sequence of construction or assembly of building components, which in turn invalidates the Schedule of Values.
 - c. Change Orders are issued to the Contractor and require incorporation into the Schedule of Values.
3. Stored Materials

The Contractor is required to correlate the documentation for payment of stored materials requested in the Application for Payment against the agreed upon breakdown of the Schedule of Values. The Project Coordinator reserves the right to not process the Application for Payment if this correlation has not been submitted in conjunction with the Application.

END OF DIVISION 01320, SCHEDULE OF VALUES

**DIVISION 01340
QUALITY CONTROL**

01340.1 GENERAL

1. The Contractor shall furnish all labor, materials, tools, equipment and services for quality control of materials, components and systems incorporated or to be incorporated the Work, so as to adequately and acceptably perform the Work as required by the Contract Documents. All testing and inspection, whether required by the Contract Documents; by laws, ordinances, rules, regulations, codes or orders of any public authority having jurisdiction; or whether performed by the Contractor for qualification of materials or its convenience, shall be at the Contractor's expense unless otherwise indicated in the Contract Documents.
2. The Contractor shall be fully responsible for quality control. The Contractor shall employ an individual on its staff who shall be primarily responsible for ensuring an acceptable level of quality on the Project. This individual shall not be the Contractor's Project Superintendent.
3. The Contractor shall completely coordinate its Work internally and with any existing installations and the work of any separate contractors. Although such Work may not be specifically indicated in the Contract Documents,
4. The Contractor shall furnish and install all supplementary or miscellaneous items, appurtenances, and devices incidental to or necessary for a sound, secure, and complete installation.
5. At any time during the execution of the Contract, the Project Coordinator may notify the Contractor that some aspect of quality control is not being correctly performed. If the Contractor fails to respond to a request for quality control surveys or reports, or to a second request for proper preparatory work in an area for the purpose of a test or inspection, including a punch list inspection, the Project Coordinator or the County may provide this work and deduct the cost of such work from the value of the Contract.

01340.2 NOT USED

01340.3 OTHER REQUIRED TESTING AND INSPECTION

The Contractor shall be responsible for all other tests and inspections which may be required, including, but not limited to testing and certification of conveyances, mechanical systems (including balancing), electrical systems, fire alarm and security systems, and other special systems, any of which may or may not require the use of an independent testing and inspection agency.

01340.4 JOB CONDITIONS

1. Employment of an independent testing and inspection agency shall not relieve the Contractor of its obligation to comply with the Contract Documents.
2. Where operating tests are specified, the Contractor shall test its Work as it progresses, at its own expense, and shall make satisfactory preliminary tests in all cases prior to applying for official tests. Tests shall be in the manner specified for the appropriate type of Work.
3. Each test shall be made on the entire system for which such test is required wherever practical. In case it is necessary to test portions of the Work independently, the Contractor shall do so without additional compensation. Should defects appear, they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Architect and the Project Coordinator. No Work of any kind shall be covered or enclosed before it has been tested and approved.

01340.5 PROCEDURES AND REPORTS

1. Prior to the start of construction, submit to the Project Coordinator a complete list of proposed tests and inspections according to specification section and Schedule of Special Inspections.
2. Perform, or cause to be performed, all required inspections, sampling and testing of materials and methods of construction, utilizing methods required by the specifications and applicable standards. The Contractor's quality assurance specialist shall observe all sampling and testing and shall review all test results.
3. Test procedures:
 - a. Each test to be performed shall have a test procedure which shall include a detailed description of the specific steps which will be taken by the testing technician.
 - b. Each test procedure shall be submitted to the Project Coordinator for review at least four (4) weeks prior to the time that the Contractor wishes or is required to perform the test.
 - c. No formal acceptance test will be performed without an approved test procedure being utilized.
4. Report each test/inspection/sampling in the form specified below. All reports shall be submitted promptly after completion of the test.
5. Retest all failed materials, components, and systems.
6. Record all test and inspection results and maintain a complete log of the testing and inspection program. This log shall be submitted for the Architect's or the Project Coordinator's review upon request.
7. Equipment testing:
 - a. All pieces of rotating mechanical equipment and electrical equipment shall be formally tested prior to acceptance by the Project Coordinator and the County. This requirement will not be waived by temporary or permanent occupancy of some or all parts of the finished construction.
 - b. The Project Coordinator shall have the final determination as to whether or not a piece of equipment shall require a formal acceptance test.
 - c. No equipment warranty period shall be started until a formal acceptance test has been successfully completed.
 - d. No final payment for any such equipment shall be made until a formal acceptance test has been successfully completed.

8. Test / inspection procedures and reports shall include the following information at a minimum:
 - a. Project name and number
 - b. Project location
 - c. Applicable specification section and paragraph
 - d. Type of test or inspection
 - f. Name of testing/inspecting agency (if used)
 - g. Name(s) of testing/inspecting personnel
 - h. Date of test/inspection
 - i. Record of field conditions encountered, including weather
 - j. Observations regarding compliance
 - k. Test method used
 - l. Results of test/inspection
 - m. Date of report
 - n. Signature of testing/inspecting personnel
9. Where test/inspection reports indicate non-compliance, provide report on colored bond paper.
10. All testing/inspection reports produced by an independent testing and inspection agency shall be submitted to the Project Coordinator directly from the independent testing and inspection agency, with copies to the Contractor.

01340.6 SPECIAL INSPECTION TESTING AGENCY DUTIES AND LIMITATIONS OF AUTHORITY

1. Provide qualified personnel at site after due notice; cooperate with the Contractor and the Project Coordinator in performance of services.
2. Promptly notify the Project Coordinator of irregularities or non-conformance of Work which are observed during performance of services.
3. Attend preconstruction conferences and progress meetings if an as requested by the Project Coordinator.
4. An independent testing and inspection agency is not authorized to:
 - a. Release, revoke, alter, or enlarge on requirements of the Contract Documents.
 - b. Approve or accept any portion of the Work.
 - c. Assume any duties of the Contractor.
 - d. Stop the Work.

01340.7 CONTRACTOR'S DUTIES TO SPECIAL INSPECTION OR INDEPENDENT TESTING AND AGENCY

1. The Contractor shall be responsible to coordinate all work of the testing and inspection agency including notifications, coordination on and off site and distribution of test reports.
2. The Contractor shall cooperate with testing and inspection agency personnel, and provide access to Work.
3. The Contractor shall provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.
4. The Contractor shall notify the testing and inspection agency and the Project Coordinator of any test or inspection 48 hours in advance to allow for proper coordination,

5. Unless noted otherwise, field testing procedures shall be performed by the Contractor under the direction and observation of the independent testing and inspection agency.

01340.8MOCK-UPS (where applicable)

1. Provide mock-ups and testing for Work as required by the Contract Documents.
2. Build mock-ups to be used as specimens for visual inspection or testing. Use the same materials, finishes, details, methods and anchorage system proposed for the respective installations. Simulate actual construction conditions. Provide extra materials as may be required to replace any which fail during tests, except intentional failure tests beyond specified performance requirements.
3. Schedule erection and approval inspections of mockups in the construction schedule.
4. For waterproof or watertight assemblies, assemble and erect complete, with specified attachment and anchorage devices, flashings, seals, and finishes.
5. Correct any deficiencies and repeat tests as may be required to show compliance with the Contract Documents. Incorporate corrective measures into the final system assembly.
6. Remove mock-up and clear area when work of that section is complete, when approved by the Architect, County and/or Project Coordinator.

01340.9 PUNCH LIST INSPECTIONS

The preparation of the Work or a portion thereof prior to a punch list inspection shall be solely the Contractor's responsibility. The Contractor shall first verify, and then certify that the Work for which a punch list inspection is being requested is in such a state that it may be easily punched out for acceptance by the Architect, the Project Coordinator and/or the County. Failure to properly prepare the Work for a punch list inspection shall constitute a failure to perform a quality control duty, and the Project Coordinator may take appropriate action as defined in Paragraph 1.E above.

END OF DIVISION 01340, QUALITY CONTROL

**DIVISION 01410
CONSTRUCTION FACILITIES & TEMPORARY CONTROLS**

01410.1 INTRODUCTION

1. The Contractor shall provide all construction facilities and temporary controls throughout the construction period unless otherwise indicated in the Contract Documents.
2. The Contractor shall pay all costs for providing, maintaining, and removing all construction facilities and temporary controls unless otherwise indicated in the Contract Documents.

01410.2 QUALITY ASSURANCE

All work specified herein shall be performed in a workmanlike manner and shall be in accordance with applicable codes, OSHA regulations, utility company rules and regulations, and other rules and regulations of any other authorities having jurisdiction.

01410.3 JOB CONDITIONS

1. The Contractor shall establish and initiate use of each construction facility or temporary control at the time first reasonably required for proper performance of Work. Terminate use and remove facilities and controls at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
2. The Contractor shall install, operate, maintain and protect construction facilities and temporary controls in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.
3. Conservation: In compliance with County policy on energy/materials conservation, install and operate construction facilities and temporary controls and perform construction activities in a manner which reasonably will be conservative and avoid waste of energy and materials, including water and electric power.

01410.4 TEMPORARY UTILITIES - GENERAL

1. The Contractor shall provide and pay all costs for temporary utilities, including consumption costs. Do not use utilities of any existing, permanent operations at site unless otherwise authorized in writing by Fulton County. The county will provide electric and water service for work within existing facilities, to the extent capacities permit. It is the contractor's responsibility to provide any extension of service from existing point of utility to work area(s).
2. Make all temporary connections to utilities and services in locations acceptable to the local authorities having jurisdiction and security authorities. Furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities.
3. Maintain all temporary utility installations connections and remove them when no longer required. Restore the services and sources of supply to proper operating condition.
4. The Contractor may extend and use permanent utilities installed for the Project for temporary facilities. Prior to Substantial Completion, remove temporary connections, replace lamps, filters, etc., and restore permanent utilities to specified condition.
5. Metering: Comply with requirements of local utilities for installation of meters for water and electrical power services.

01410.5 TEMPORARY POWER DISTRIBUTION

1. Temporary electrical power service shall be installed and maintained such that power can be secured at any desired point with no more than a 60 foot extension cord.
2. Service shall be sufficient for the following items:
 - a. Power centers for miscellaneous tools and equipment used in the construction work, each with a minimum of four 20-amp, 120 volt grounding type outlets. Each outlet shall provided with ground fault detecting circuit breaker protection.
 - b. Adequate lighting for safe working conditions, provided and maintained on a 24-hour basis, throughout the building including stairways. At least 0.25 watts of incandescent lighting per square foot for general use must be installed and maintained in all areas where work is in progress. Each lamp must be rated at least 100 watts. Voltage of each socket must be at least 110 volts.
 - c. Power for any equipment used for temporary heating and ventilation, and for start-up testing of any permanent electric-powered equipment prior to its connection to permanent electrical system.
3. Power for electric welding shall be provided via the temporary electrical system or engine-driven power generator sets. Coordinate all connections for welding equipment with the Project Coordinator.
4. Regulatory Agency Requirements:
 - a. The Contractor shall obtain any and all permits required by local authorities having jurisdiction, as applicable to any temporary power work performed.
 - b. The temporary electrical service shall comply with the National Electrical Code as currently adapted by local authorities, and all other applicable local codes and utility regulations.
5. Materials:
 - a. The materials may be new or used, but must be adequate in capacity for the purposes intended and must not create unsafe conditions or violate the requirements of applicable codes.
 - b. Use wire, cable, or busses of appropriate type, sized in accordance with the National Electrical Code for the applied loads. Use only UL-labeled wire and devices.
6. Equipment: Provide appropriate enclosures for the environment in which equipment is placed and used, in compliance with NEMA standards.
7. Installation:
 - a. Install all work with a neat and orderly appearance.
 - b. Make the work structurally sound throughout.
 - c. Maintain the system to give continuous service and to provide safe working conditions.
 - d. Modify temporary power and lighting installation as job progress requires.
 - e. Locate work such that interference with storage areas, traffic areas and other work is avoided.
 - f. Remove all temporary equipment and materials completely upon completion of construction.
 - g. Repair all damage caused by the installation and restore to satisfactory condition.

01410.6 TEMPORARY LIGHTING

1. Provide task lighting of sufficient level for installation of the Work. If the Project Coordinator does not deem the amount of task lighting to be adequate in a given area, the Contractor shall immediately increase the amount of task lighting at no additional cost. Verbal direction for the Project Coordinator shall be adequate in this situation.
2. Lighting at all interior areas receiving final finishes shall be at uniform levels and generated from the same type and color lamps.
3. Lighting for field offices, storage trailers, shops and outdoor work areas shall be provided by the Contractor as necessary.
4. Outdoor area lighting, in excess of any existing streetlight levels, of any site staging areas shall be provided by the Contractor. This lighting shall be in the form of dusk-to-dawn mercury vapor fixtures. Lighting shall be of sufficient levels to permit security checks of the areas and provide for minimal access, but not sufficient by itself for work activity. If the Project Coordinator does not deem the amount of area lighting to be adequate in a given area, the Contractor shall immediately increase the amount of area lighting at no additional cost.

01410.7 TEMPORARY WATER

1. Water for Construction: Construction water may be provided from available existing water mains or by use of temporary tanks. When connecting to existing water service lines, perform all work according to the requirements of, and obtain any and all permits required by, local authorities having jurisdiction. Remove all temporary installations and equipment upon completion of construction.
2. Drinking Water: Provide drinking water adequate in quantity, quality and locations for all personnel at the project site. Furnish paper drinking cups and waste receptacles at each drinking water dispensing location.

01410.8 TEMPORARY HEAT AND VENTILATION

1. The Contractor shall be responsible for providing heating and ventilation where required for satisfactory execution of the Work. Specifically, temporary heating and ventilation is required to:
 - a. Facilitate progress of the Work
 - b. Protect materials from dampness and the adverse effects of low ambient temperatures
 - c. Prevent moisture condensation on surfaces
 - d. Provide suitable temperature and humidity levels for installation and curing of materials
2. Temperature Requirements:
 - a. Generally, in semi-finished areas, a minimum of 50 degrees F shall be maintained 24 hours per day.
 - b. During placing, setting, and curing of cementations materials, temperatures shall be maintained as required by the Technical Specifications and applicable standards.
 - c. Seven (7) days prior to, and during, the installation of interior finishes, the minimum temperature shall be 50 degrees F, 24 hours per day, unless noted otherwise in specific sections of the Technical Specifications.
 - d. After application of interior finishes and until the permanent HVAC system is operable, the minimum temperature shall be 50 degrees F, 24 hours per day, except as otherwise noted in the specific sections of the Technical Specifications and unless higher temperatures are required for specific activities; then the temperature shall be maintained as per the specific material manufacturer's recommendations.

- e. Concrete Work: During the winter months (November through April), the Contractor shall provide winter weather protection for all concrete work if required. The heating may be accomplished by use of approved types of portable heaters. Review applicable sections of the Technical Specifications for specific cold weather requirements for concrete placement and curing.
3. Use steam or hot water for temporary heating if and when available. If steam or hot water is not available, use gas from a piped distribution system if and when available. If none of the above sources are available, portable self-contained LP gas or fuel oil heaters may be used, equipped with individual space thermostatic controls.
4. The Contractor shall provide heat as required for any work area outside the building confines.
5. Safe Practices for Portable Heaters:
 - a. Locate heating units so as not to create a hazard to personnel, stored materials, of work of other contractors.
 - b. Avoid locating heaters in the vicinity of volatile, combustible, or explosive materials.
 - c. Ventilate areas occupied by personnel to avoid dangerous levels of exhaust gases and consumption of oxygen.
 - d. Use heating units bearing UL, FM or other approved label(s) appropriate for application.
6. Install all temporary heating and ventilation work in a workmanlike manner, and ensure all work complies with rules and recommendations of involved local utility company, if applicable, as well as OSHA requirements.

01410.9 TEMPORARY FIRE PROTECTION (If required)

1. Specific administrative and procedural minimum actions are specified in this Paragraph, as extensions of provisions in the Owner-Contractor Agreement and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Paragraph is intended to limit types and amounts of fire protection required, and no omission from this Paragraph will be recognized as an indication by the County or Project Coordinator that such temporary activity is not required for successful completion of the Work and compliance with requirements of Contract Documents.
2. Quality Assurance
 - a. NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations."
 - b. The Contractor shall also comply with all applicable state, city and local fire codes.
3. The Contractor shall take all necessary precautions to guard against all possible fire hazards and to prevent damage to any construction Work, building materials, equipment, field offices, storage sheds and all other property, both public and private, in accordance with all fire protection and prevention laws and codes. The Contractor will assume full responsibility for damage caused by fire to construction and building, building materials, equipment and all property, both public and private.
4. The location of the nearest corporation or public fire alarm box and the number of the local fire department shall be conspicuously posted by the Contractor in its field office and in the construction area.
5. The Contractor's superintendent in charge of the Work shall review the Project at least once a week to make certain that it adheres to the conditions and requirements set forth herein.
6. No open fires shall be permitted. The Contractor and its subcontractors will not be allowed to start fires with gasoline, kerosene or other flammable materials. The bulk storage of all

flammable liquids shall be located at least 75 feet from any inhabited trailer or office and from the yard storage of flammable building materials. All flammable liquids having a flash point of 100 degrees F or below, which must be brought into any building, shall be confined to the Underwriter's Laboratories' labeled safety cans. Drums containing flammable liquids are to be equipped with approved vent pumps and located per direction of the Project Coordinator. Drums with spigots are prohibited for the storage of flammable liquids on the project site.

7. Welding, flame cutting or other operations involving the use of flame, arcs or sparking devices will not be allowed without adequate protection and shielding. All combustible and flammable material shall be removed from the immediate working area. If removal is impossible, all flammable or combustible material shall be protected with a fire blanket or suitable noncombustible shields to prevent spark, flames or hot metal from reaching the flammable or combustible materials. The Contractor shall provide the necessary personnel and fire fighting equipment to effectively control incipient fires resulting from welding, flame cutting or other operations involving the use of flame, arcs or sparking devices.
8. Only fire resistant tarpaulins with UL label and flame spread of 15 or less shall be used on this project.
9. Use of only Underwriters Laboratory approved heaters and/or stoves is permitted in field offices or storage sheds and they shall have fire resistive material underneath and at the sides near partitions and walls. Pipe sleeves and covering shall be used where stove pipe runs through wall or roof.
10. Smoking shall be prohibited around concentrations of combustibles and in particularly hazardous areas. Restricted areas must be plainly marked, with signs posted. No smoking rules must be strictly enforced.
11. Fire Extinguishers
 - a. The Contractor shall provide and maintain in working order during construction, an adequate number of fire extinguishers for use by all trades in each area of work. Two (2) fire extinguishers shall also be placed in the vicinity of Contractor's construction office.
 - b. In areas of flammable liquids, asphalt or electrical hazards, extinguishers of the 15 lb. carbon dioxide type or 20 lb. dry chemical type shall be provided.
 - c. The Contractor shall maintain and inspect all fire extinguishers periodically. Fire extinguishers must be mounted in plain view and sealed, so that operation of the fire extinguisher will break the seal. In the event a fire extinguisher is discharged or damaged, it shall be removed from service and be replaced with a charged unit.
 - d. The Contractor shall post warnings and quick instructions at each extinguisher location. The Contractor and all of its subcontractors shall instruct their personnel at the project site, at the time of their first arrival, on proper use of extinguishers and other available facilities at the project site.

01410.10 DEWATERING

Maintain the Project site and all Work free of water accumulation. Dewatering activities shall not infringe upon adjacent properties. Comply with all rules and regulations of authorities having jurisdiction and secure any and all permits required.

01410.11 TEMPORARY ENCLOSURES

1. Provide temporary enclosures reasonably required to ensure adequate workmanship and protection from the weather and unsatisfactory ambient conditions for the Work, including those enclosures inside which temporary heat is used.

2. Provide fire-retardant treated lumber and plywood where used for temporary enclosures.

01410.12 TEMPORARY SANITARY FACILITIES (NOT APPLICABLE)

01410.13 CONSTRUCTION TRAFFIC INGRESS TO AND EGRESS FROM SITE

1. Routes to Construction Site: The Contractor shall inform and insure compliance of its subcontractors and suppliers regarding the recommended traffic route(s) from major highways to the jobsite. For all traffic off of the jobsite, the Contractor shall coordinate with, and obtain any necessary permits from, appropriate authorities having jurisdiction and security authorities.
2. Construction Site Access: All construction traffic, including deliveries of materials and equipment, shall enter and exit the site only by the routes prescribed on a site access and parking plan submitted by the Contractor and approved by the Project Coordinator and security authorities prior to start of construction (see Subparagraph 14.I below).
3. Cleaning: The Contractor shall take all precautions necessary to prevent the tracking of mud and debris onto paved roads adjacent to the jobsite. The Contractor shall immediately clean any affected area if directed by the Project Coordinator. The utilization of wheel wash areas located at all site entrance/exit points is mandatory for all vehicles leaving the site if the tracking of mud or debris onto adjacent streets would result otherwise.

01410.14 SITE ACCESS ROADS AND PARKING AREAS

1. Provide and maintain vehicular access to and within the site for use by all persons and equipment involved in construction of the Project.
2. New temporary access roads shall be constructed across designated easements from public thoroughfares only as allowable by local authority having jurisdiction.
3. Provide adequate access for emergency vehicles.
4. Identify temporary parking areas for use by construction personnel. Do not use any existing parking lots within existing facilities on the site unless specific authorization is given by the County. If parking needs exceed onsite capacity, provide offsite parking as necessary, as well as transportation to and from the site if distance dictates.
5. All traffic and parking areas shall be filled, compacted, and graded as necessary to provide suitable support for vehicular traffic under anticipated loadings.
6. Maintain all onsite traffic and parking areas free of excavated materials, construction equipment, construction materials, debris, snow and ice. Provide for surface drainage for all traffic and parking areas, and implement and maintain dewatering if and as necessary.
7. Keep fire hydrants, water control valves, and all other utilities requiring possible access free from obstructions.
8. Provide temporary directional signage as necessary.
9. Prior to the start of construction, submit to the Project Coordinator for approval a complete site access/utilization and parking plan, incorporating the requirements described above.

01410.15 STORAGE AREAS

1. The Contractor shall be responsible for all onsite and offsite storage of materials and equipment required for the Project. Onsite storage is subject to the review and approval of the Project Coordinator.
2. All combustible or flammable materials shall be safely stored in a secured area in strict accordance with regulations, codes, and laws enforced by local, State, or Federal agencies, whatsoever is the most stringent.
3. If the Project Coordinator, for good reason, directs that any or all materials stored on the site must be removed, the Contractor shall do so within ten (10) days of written notice of same. Stored materials not removed in a timely manner will be removed by the Project Coordinator at the Contractor's expense.

01410.16 TEMPORARY FIELD OFFICE AND TOOL STORAGE FACILITIES

1. The Contractor shall provide a trailer or other suitable temporary building for a field office, which shall contain office space required for the Contractor's operations, a conference room of suitable size for regular progress meetings, toilet facilities, and a separate spare office for the Engineer, Project Coordinator representative and a security officer to use when onsite. Ample space shall be provided for storage of all construction documentation. The trailer shall have telephone service for use by the Contractor and its subcontractors, and shall also have a working intrusion alarm system. One sign with the Contractor's name may be placed on the trailer.
2. The Contractor may provide other temporary trailers or buildings for storage and maintenance as required and as space permits.
3. All field office and storage structures shall be placed or constructed in accordance with the regulations of the local Fire Marshal having jurisdiction.
4. Field offices and sheds shall be of suitable design, maintenance, and appearance.
5. The Contractor shall provide power and heat to its field office, and to storage sheds if storing climate-sensitive materials or equipment.
6. The Contractor shall adequately maintain the designated space designated for its field office and storage sheds, including the removal of weeds, debris, and trash.
7. Temporary field offices and sheds shall not be used for living quarters.
8. If the Project Coordinator, for good reason, directs that any or all field offices or storage sheds on the site must be removed, the Contractor shall do so within ten (10) days of written notice of same. Structures not removed in a timely manner will be removed by the Project Coordinator at the Contractor's expense.

01410.17 FIRST AID STATION

The Contractor shall provide and maintain at least one unmanned first aid station for its personnel and subcontractors.

01410.18 SECURITY

1. Neither the County nor any of its agents assumes any responsibility for loss, theft or damage to the Work, tools, equipment and/or construction. In the instance of any such

loss, theft or damage, the Contractor shall be responsible to renew, restore or remedy the Work, tools, equipment and construction in accordance with requirements of the Contract Documents without additional cost to the County.

- a. The Contractor shall immediately advise the Project Coordinator of any theft or damage which may delay the execution of the Work.
 - b. The Contractor shall furnish the Project Coordinator with a copy of any theft report filed with appropriate law enforcement agencies.
2. Site parked equipment, operable machinery and hazardous parts of the new construction subject to mischief and accidental operation shall be inaccessible, locked or otherwise made inoperable when left unattended.
 3. The Contractor shall utilize specific entrances for material deliveries, equipment deliveries, and worker access to the construction site as indicated on its site access/utilization plan and approved by the Project Coordinator.
 4. The County or Project Coordinator, as the Project progresses, may establish additional security policies and procedures. The Contractor shall cooperate with the County and/or Project Coordinator in implementing such additional procedures.

01410.19 TEMPORARY SIGNAGE

1. Project Sign: The Contractor shall construct, erect and maintain one (1) 4 foot by 8 foot project sign of $\frac{3}{4}$ inch (minimum) exterior grade plywood, given two coats of paint and mounted securely on two 4 inch by 4 inch posts set 30 inches (minimum) into the ground. The sign shall be clearly lettered by one skilled in the sign trade with the facility name, address, County logo, names of County Commissioners, the County Manager and other County representatives, Contractor name, major subcontractors' names, and the jobsite telephone number. Locate the project sign as designated by the Project Coordinator. Avoid a placement that may inhibit safe entry or exit from the site. Verify sign content with County, through the Project Coordinator, prior to procuring and erecting the sign.
2. No signs or advertising shall be displayed on the premises without the approval of the Project Coordinator, other than the posting of required notices and cautionary signage by the Contractor, and signage on equipment and trailers to designate ownership.

01410.20 WASTE MANAGEMENT - TRASH / DEBRIS DISPOSAL

1. The Contractor shall provide dumpsters sufficient to hold site waste from its operations and that of its subcontractors, and shall remove same from the jobsite on a regular basis.
2. Debris such as soil waste, concrete, steel, or other bulky items from excavation and/or demolition work not disposed of in dumpsters shall be removed and disposed off-site by appropriate means. Methods of debris removal and disposal shall be reviewed with the Project Coordinator.

01410.21 SITE CLEANING

1. The Contractor shall be responsible for the maintenance of a clean, neat and safe project site. The Project Coordinator is hereby placing the Contractor on notice that failure to clean up on a weekly basis will immediately result in the Project Coordinator bringing in labor to perform this task and deducting the cost of such measures from the Contract Sum. The Project Coordinator shall be the sole authority which shall determine the amounts to be deducted from the Contractor's contract for this type of cleaning.

2. The Contractor shall assign at least five (5) percent of his own and his subcontractors' work forces to clean-up activities for at least four (4) hours per week, or as deemed necessary by the Project Coordinator.
3. No exceptions to these rules will be allowed. Failure to immediately adhere to all of the Project Coordinator's directions in this regard will result in the holdup of Contractor's progress payments until compliance with these rules are obtained.

01410.22 MISCELLANEOUS CONSTRUCTION FACILITIES

1. The Contractor shall be responsible for providing and maintaining its own scaffolding and for conforming with all safety regulations related thereto.
2. The Project Coordinator retains the right to inspect all erected scaffolding, and to request written verification from an inspection agency as to the soundness of erected scaffolding to perform its intended function. However, the Project Coordinator assumes no responsibility to do so, or of the results of such inspections.
3. Except as otherwise provided, the Contractor shall provide and maintain all necessary temporary stairs, ladders, ramps and runways to facilitate conveyance of men, materials, tools, and equipment for proper execution of the Work.
4. All protection and safety barricades, devices, covers, etc., shall be provided by the Contractor as it relates to the safe conduct of his work in accordance with OSHA requirements.
5. The Contractor shall maintain safe temporary access to the work as construction progresses.
6. All barriers and barricades shall comply with OSHA or other applicable safety requirements of the Project. All barriers and barricades shall be installed in a manner that will allow for the continued progress of the Work. Installation and removal of barriers, barricades and railings will be monitored by the Project Coordinator.
7. If the Contractor or any subcontractor, who in the course of its work, creates a hazard, it is responsible for providing, at its own expense, all required protection, including all safety barriers, barricades and perimeter protection as necessary.
8. If any safety protection is required to be temporarily removed during the progress of the Work, it shall be reinstalled at the completion of the specific activity requiring such removal, and in a manner that provides a level of compliance equal to the initial installation.
9. The Contractor shall enclose all construction areas in such a manner so as to protect the public from injury and in accordance with authorities having jurisdiction.
10. Provide any other types of construction facilities as may be reasonably required for performance of the Work and accommodation of personnel at the project site, including the County's and Project Coordinator's personnel.

END OF DIVISION 01410, CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

**DIVISION 01510
ENVIRONMENTAL PROTECTIONS**

01510.1 GENERAL

1. Provide all facilities, establish procedures, and conduct construction activities in a manner which will ensure compliance with the County's environmental requirements and other regulations controlling construction activities at the Project site.
2. Definitions:
 - a. Sediment: Soil that has been eroded and transported by runoff water.
 - b. Degradable Debris: Debris which can undergo biodegradation or combustion, or which can be dissolved in or suspended by water.
 - c. Non-degradable Debris: Inorganic debris which will not disintegrate nor dissolve when exposed to moisture or water.
 - d. Chemicals: Petroleum or cementitious products, bituminous materials, salts, acids, solvents, alkalis, herbicides and pesticides.
 - e. Waste: Sewage, including domestic sanitary sewage, garbage and trash resulting from food and food packaging.

01510.2 PRODUCTS

1. General: Products, devices and materials shall be approved by authorities having jurisdiction.
2. Silt Fence: Type and size as recommended by land disturbance and environmental protection authorities having jurisdiction.

01510.3 ENVIRONMENTAL PROTECTION PROCEDURES

1. General
 - a. In the means and methods of construction, and in the coordination and control of the Work at the site, establish and enforce ecological preservation standards which avoid pollution of the atmosphere, waterways and vegetation.
 - b. Conform to laws, ordinances, restrictions, and rules of governmental bodies having enforcement power in regard to site preservation and erosion control.
 - c. Prevent droppings of petroleum products, cementitious waste and chemical substances on the ground or into storm, sanitary drains or waterways.
 - d. This Section may be supplemented by notes on drawings relative to environmental protection.
 - e. In performing site work, provide and maintain protection during site work for all existing lawns, trees, curbs, gutters, hydrants, light standards, drives, walks, street signs and buildings not noted for removal. Damaged items shall be repaired or replaced.
 - f. The Contractor shall designate one person, the Superintendent or other, to enforce strict discipline on activities related to generation of wastes, pollution of air/water, generation of noise and similar harmful or deleterious effects which might violate regulations or reasonably irritate persons at or in vicinity of the Project site.
 - g. Take special precautions when working on floors directly above or below any occupied floors and adjacent to circulation or vehicular circulation. Minimize noise, dust, or other environmental hazards to spaces.
2. Noise Control
 - a. Provide mufflers on combustion engine powered equipment to minimize noise.
 - b. The contractor must schedule and obtain permission from the Project Coordinator before commencing and proceeding with, any operation like core drilling, use of power

- c. Blasting is strictly prohibited without written permission from first the Project Coordinator and then all applicable State and Local regulatory agencies.
3. Air Quality Control: Maintain acceptable air quality at all times. Acceptable air quality shall also be maintained in any existing, operating buildings or structures during construction operations that require physical connection to such buildings or structures so as to not interfere with any existing operations.
4. Water Control
 - a. All pumping, bailing, or well point equipment necessary to keep excavations free from the accumulation of water during the entire progress of the Work shall be the responsibility of the Contractor.
 - b. Keep the building or portions thereof free from water ingress due to construction operations at all times until Final Completion of the Work.
 - c. Provide all pumping necessary to keep site utility lines, sewers, manholes and meter pit excavations and mass excavation free from water.
 - d. Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of all public authorities having jurisdiction.
5. Dust Control
 - a. Effectively confine dust, dirt and noise to the actual construction area(s) until Substantial Completion of the Work.
 - b. Clean up operations shall be by vacuuming, wet mopping, wet sweeping, or wet power brooming. In sandblasting operations, if any, confine the dust.
 - c. Use wet-cutting methods for cutting concrete, asphalt, and masonry. Do not shake out bags containing cement, lime, and other dust-causing substances.
 - d. Do not leave areas of disturbed earth unworked for long periods of time. As the earth is disturbed, continue the work to achieve temporary or permanent earth stabilization promptly.
 - e. Keep dust down at all times, including non-working days, weekends and holidays. Temporary methods consisting of water sprinkling or similar methods will be permitted to control dust. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.
 - f. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs.
6. Snow and Ice Removal
 - a. Arrange for removal of snow and ice in and about the premises, as necessary to conform with local regulations on public sidewalks adjacent to the site, and as necessary on and about the site and the Work to permit safe access to continue or perform work.
 - b. When performing work under exposed conditions, remove snow and ice for the protection and execution of the Work.
7. Controls During Earth Moving
 - a. Perform earth moving in such phases which minimize the area extent of exposed land.
 - b. Control the rate of water runoff by diversion ditches, benches, berms and other earth-formed shaping so the rate of flow is retarded and silting minimized. Reshape and restore conditions showing evidence of earth erosion without delay.
 - c. Stabilize disturbed earth with temporary seeding or temporary mulching, or other effective temporary means, such as a stabilizing sprayed application or anchored netting.
 - d. Establish and enforce the use of tarpaulin-covered dump trucks and avoid overfilling so that spillage of earth and other matter into highways and streets does not occur.

8. Vermin Control: Control vermin during the construction period. If vermin are encountered, provide extermination arrangements as necessary.
9. Disposal of Debris, Chemicals and Waste
 - a. Dispose of debris, chemicals, and waste off the site in compliance with Federal, State and local laws and regulations.
 - b. Collect and contain materials before disposal in an orderly fashion and by means which prevent contamination of air, water and soil.
 - c. Store chemicals in watertight containers.
 - d. Degradable debris, not contaminated by chemicals, e.g., leaves, tree limbs, twigs and logs, may be shredded on site and used as mulch. Exclude paper, cementitious waste, and material which could cause contamination of waterways. Non-degradable and degradable debris in excess of the above shall be disposed of off the site.
 - e. Do not burn materials on the site.
10. Clean-Up and Restoration of the Site
 - a. Maintain the site in good order through periodic pick up and clean-up of construction waste and wind-borne trash. Dispose of all waste and trash in tightly covered containers and schedule regular removal of trash and waste from the site.
 - b. Existing sitework damaged during construction shall be restored to good and acceptable condition.
11. Damage from Storms: Secure the site to avoid damage to the Work and stored materials, as well as damage to adjacent property.

END OF DIVISION 01510, ENVIRONMENTAL PROTECTION

DIVISION 01540
MATERIAL & EQUIPMENT HANDLING

01540.1 GENERAL SUMMARY

1. Deliver, handle and store materials and equipment in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration and loss, including theft. Provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged or sensitive to deterioration, theft and other sources of loss.
2. Prior to starting work, the Contractor shall meet with the Project Coordinator to determine the use of available areas for site offices and storage.
 - a. The Contractor shall confine his equipment, the storage of material and the operations of his workmen to limits indicated by the Contract Documents, laws, ordinances, permits or directions of the Project Coordinator.
 - b. Neat and orderly stockpiling of all materials shall be maintained.
 - c. Materials which require significant amounts of storage space, as determined by the Project Coordinator, shall be brought to the site in quantities no greater than required for two (2) weeks work.
 - d. Delivery of materials shall be scheduled so as not to encumber the site with items which will not be required for a significant length of time.
3. If at any time it becomes necessary to move material or equipment which have been stored during construction, the Contractor, when directed by the Project Coordinator, shall move them to another location without charge.
4. The Contractor shall not load or permit any part of the site or structures to be loaded with a weight that will endanger its safety.
5. Storage of materials outside the limits of construction, but on the County's property, is strictly prohibited without written permission from the County through the Project Coordinator.
6. All costs relating to temporary storage and protection shall be borne by the Contractor or subcontractor requiring such storage and protection. The Contractor shall retain full responsibility for any form of damage or deterioration to stored materials and any form of damage or deterioration caused by materials to surrounding surfaces.

01540.2 MATERIALS HANDLING PLAN

1. The Contractor shall develop and submit to the Project Coordinator for approval, at least ten (10) days prior to the start of construction on the site, a comprehensive materials handling plan. This plan shall take into consideration the following:
 - a. Control delivery of materials to maintain the construction schedule.
 - b. Coordination with any separate contractors.
 - c. The County's operation of adjacent facilities, if any.
 - d. Provisions for both vertical and horizontal transportation and utilization of material and personnel hoists, if required.
 - e. Limitations on space available for storage.
 - f. Requirements for handling and installation of large equipment.

01540.3 VERTICAL TRANSPORTATION

1. The Contractor shall be responsible for providing vertical transportation for materials, equipment, and personnel if and as required for multi-story buildings or significant heights. Cranes, hoists, conveyors, and other equipment used for this purpose shall be

placed/installed and maintained according to applicable codes and regulations of authorities having jurisdiction.

2. Temporary hoists and permanent elevators used as construction lifts shall be provided with an operator at all times such equipment is in use.
3. The Contractor shall cooperate with the County, the Project Coordinator and any separate contractors in the event that hoists or elevators are required for use by such entities during the course of the Project.

01540.4 MATERIAL AND EQUIPMENT REMOVAL

1. Any required cranes, hoists, conveyors and other equipment mobilized and utilized by the Contractor shall be removed from the site within ten (10) days after completion of the Work.
2. Upon completion of the Work, or sooner if directed by the Project Coordinator, the Contractor shall remove his temporary structures and sheds and place the areas in a clean and orderly condition.
3. No materials or equipment shall be removed from the site without the permission of the Project Coordinator.

01540.5 PASSAGE OF MATERIALS AND EQUIPMENT

1. Establish passage clearances required to deliver and install materials and equipment.
2. In case of insufficient clearance for passage of materials and equipment, deliver and protect such equipment before confining construction is installed.
3. If existing structures, equipment and systems must be removed or altered to provide access for new materials and equipment, engage those skilled in the respective trade to restore structures, equipment and systems to their original condition at no additional cost. Do not alter structure, equipment or systems without written approval of the Project Coordinator.
4. In lieu of altering structures to provide passage of materials and equipment, provide materials and equipment that can be disassembled, brought into the building, and reassembled.

END OF DIVISION 01540, MATERIAL & EQUIPMENT HANDLING

**DIVISION 01562
PRODUCTS**

01562.1 GENERAL

1. This Section covers mandatory provisions for submission of product information.
2. Definitions:
 - a. "Products" are defined to include purchased items for incorporation into the Work, regardless of whether specifically purchased for this Project or taken from the Contractor's stock of previously purchased products.
 - b. "Materials" are defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of the Work.
 - c. "Equipment" is defined as a product with operational parts, regardless of whether motorized manually operated, and particularly including products with service connections (wiring, piping, etc.).
 - d. Definitions in this paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including specialties, systems, finishes, accessories, furnishings, special construction and similar terms which are self-explanatory and have recognized meanings in the construction industry.

01562.2 INITIAL PRODUCT SUBMISSION

1. As part of the Submittal Register specified in Section 01 340 of the General Requirements, provide a list showing names of products together with the names of manufacturer of each and, where applicable, the name of the installing subcontractor.
2. Where products or manufacturers are indicated by the Owner, provide products as required.

01562.3 PRODUCTS

1. General Product Compliances
 - a. The compliance requirements for individual products as indicated by the Contract Documents are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, compliance with all of same being a requirement. 2. The Contractor's options for selection of products are limited by the Contract Document requirements and by governing regulations, and are NOT controlled by industry traditions or procedures experienced by the Contractor on previous construction projects. Required procedures for the selection of product options include, but are not limited to, the following:
 1. If material specified in the Contract Documents is not available on the current market, alternate materials may be proposed by the Contractor through the Project Coordinator for Architect and County approval.
 2. In the Contract Documents where a specific brand, make, or manufacturer is denoted, the intent is that it be considered the standard for establishing the style, type, character and quality level of the article desired, but not as a restriction in the selection process to the specific brand, make or manufacturer named.
 3. Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations shall be at the Contractor's option.

4. Performance Requirements: Provide products which comply with the specific performances specified, and which are recommended by the manufacturer (in published product literature or by individual certification) for the application indicated. Overall performance of a product is implied where the product is specified with only certain performance requirements.
2. Quality Assurance
 - a. Source Limitation: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind and from a single source.
 - b. Compatibility of Options: Where more than one choice is available as options for Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected. Total compatibility among options is not assured by limitations within the Contract Documents, but must be provided by the Contractor. Compatibility is a basic general requirement of product and material selections.
 - c. Provide products and materials which are undamaged and unused at the time of installation, and which are complete with accessories, trim, finishes, safety guards and labels, maintenance instructions and other devices and details required for a complete installation and for the intended use and effect.

- d. Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully in similar applications on other projects.
 - e. Continued Availability: Where additional amounts of a product, by the nature of its application, are likely to be needed by the County at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to the County at such later date.
 - f. Warranties and Guarantees: Warranties are in several categories including those indicated in the General Requirements and in the Technical Specifications.
3. Certification
- a. Certification of compliance with specification performance standards and manufacturers' specifications and directions shall be furnished for any portion of the Work for which specific performance requirements and/or manufacturers' specifications are listed. The Contractor shall be responsible for securing two (2) copies of each certification as required and transmitting same to the Project Coordinator.
 - b. Each item requiring certification shall be so noted and an affidavit must be filed singly to cover each specified material, installation, application and the like.
4. Certification of Compatibility: If requested, the material and equipment manufacturers shall certify in writing that:
- a. Other manufacturers' materials and/or equipment coming in contact with their product are compatible with their product in every way and that the intended performance of the system in which their product is incorporated will not be affected as a result of such contact. Also, that a physical breakdown of their product by chemical reaction or otherwise will not occur as a result of such contact.
 - b. The combination of products by one manufacturer to make up the manufacturer's specified system will contribute to the performance of the system as intended, and will remain operational, reliable and durable. The manufacturer will be the source of routine maintenance and replacement parts.
5. Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on the exterior of the Work.
- a. Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.
 - b. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.
6. Reuse of Existing Material
- a. Except where specified or approved in writing, materials and equipment removed from an existing structure shall not be used in the Work.
 - b. Where use of existing materials and/or equipment is specified or approved in writing, use special care in removing, handling, storing and reinstallation to assure proper function of same in the completed Work.

END OF DIVISION 101562, PRODUCTS

**DIVISION 01569
EQUIPMENT & SYSTEMS INSTRUCTION**

01569.1 GENERAL

1. Furnish all labor, materials, tools, equipment and services for the cleaning up or preparation of all equipment which is required in conjunction with the instruction work to be performed for County personnel.
2. Coordinate additional instruction of County's personnel for any and all items of work of all trades that are incomplete at the time initial instruction sessions are scheduled.
3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation, and provide instructions upon the functions of that installation.
4. Provide instruction for all equipment and systems for which operating and maintenance data is required. See General Requirements Section 01 730 for individual details of the operations and maintenance data requirements.
5. Instruction sessions may be combined to some extent between several pieces of similar equipment within the same training session, but only if that combination is defined in the Contractor's instruction program submittal and approved by the Project Coordinator.
6. One instruction session for each major type of equipment will be required. The Contractor shall anticipate that up to ten (10) County employees will participate in any particular instruction session, and shall be prepared to provide the required number of manuals and tools for each session.
7. The Contractor shall complete all instruction sessions in an acceptable manner prior to its request to receive a Certificate of Substantial Completion.

01569.2 QUALITY ASSURANCE

Instructors for all sessions shall be member(s) of the installers' staff and authorized representative(s) of component, assembly, or system manufacturer(s). Refer to individual sections of the Technical Specifications for additional detailed requirements necessary to provide adequate instruction for specific systems or pieces of equipment.

01569.3 PRESENTATION OF SUBMITTALS

1. No later than ninety (90) days prior to scheduled Substantial Completion of the Work, the Contractor shall submit a list of proposed instruction sessions for the entire Project. This list shall be organized by Specification Section and its contents will be subject to the approval of the Project Coordinator.
2. After approval of the content of the required instruction program, submit course outlines for each of the approved instruction sessions. Outlines shall be organized by Specification Section, and their contents will also be subject to the approval of the County.
3. After approval of the program content, the Contractor shall submit planned course schedules for each of the approved instruction sessions which are to be organized by Specification Section, and the scheduled dates will be subject to the approval of the Project Coordinator and representatives of the County.

4. All instruction courses will be planned and scheduled such that the County's participants will utilize copies of the Project Operations and Maintenance Manuals which will have been previously provided. These copies are in addition to the quantities which will have been provided to the County, through the Project Coordinator, under General Requirements Section 01 730. The use of draft copies of these manuals will be acceptable only with the prior written approval of the Project Coordinator.
5. Submit a separate instruction request/report for each system or type of equipment, subject to the County's approval of availability of personnel.
 - a. Submit request/report (form attached) with preliminary information indicated, to the Project Coordinator at least two (2) weeks prior to first instruction period.
 - b. After each instruction session, submit three (3) copies of the completed report to the Project Coordinator.

01569.4 PREPARATION

1. Do not begin instructions until component, assembly or system has been tested as specified and is in satisfactory operating condition.
2. Prior to instruction sessions, assemble instructional aids, tools, test equipment and any necessary copies of approved Operations and Maintenance Manuals. If the Operations and Maintenance Manuals have not been approved prior to this time, supply draft copies for use in the training courses.

01569.5 INSTRUCTION

1. Provide all instruction as required to ensure understanding of all operating and maintenance procedures by the County's designated personnel
2. Instruct County's personnel in operation and maintenance of equipment and systems. Provide all necessary instruction to satisfaction of County.
3. Explain use of Operating and Maintenance Manuals.
4. Tour building areas involved and identify:
 - a. Maintenance points and access.
 - b. Control locations and equipment.
5. Explain operating sequences:
 - a. Identify location and show operation of switches, valves, etc., used to start, stop and adjust systems.
 - b. Explain use of flow diagrams, operating sequences, diagrams, etc.
 - c. Demonstrate operation through complete cycle(s) and full range of operation in all modes, including testing and adjusting relevant to operation.
6. Explain use of control equipment, including temperature settings, switch modes, available adjustments, reading of gauges, and functions that must be serviced only by authorized factory representative.
7. Explain trouble shooting procedures:
 - a. Demonstrate commonly occurring problems.
 - b. Note procedures which must be performed by factory personnel.
8. Explain maintenance procedures and requirements:
 - a. Point out items requiring periodic maintenance.

- b. Demonstrate typical preventive maintenance procedures and recommend typical maintenance intervals.
 - c. Demonstrate other commonly occurring maintenance procedures not part of preventive maintenance program.
 - d. Identify maintenance materials to be used.
9. Furnish all tools and/or test equipment required for proper instruction of the County's personnel. Tools and/or test equipment shall be distributed in "sets" with each two participants having a "set" to work with and retain upon completion of the instruction. Each participant shall sign for their tools at the start of the instruction session, and copies of the assignment documents shall be provided to the Project Coordinator by the Contractor.
10. At project closeout the contractor shall provide at no additional cost two (2) sets of each non-proprietary and proprietary piece of equipment or devices, required for monitoring, testing or adjustment of the systems and equipment provided under the contract.

END OF DIVISION 01569, EQUIPMENT & SYSTEMS INSTRUCTION

Equipment and Systems Instruction Report (next two pages)

EQUIPMENT AND SYSTEMS INSTRUCTION REPORT

PROJECT: Mechanical System Upgrades in Government Center and Justice Center

SYSTEM OR EQUIPMENT: _____

CONTRACTOR NAME _____ CONTRACT NO. _____

SPECIFICATION SECTION _____

NOTE: The Contractor's Representative must maintain and complete this report during instruction.

PRELIMINARY INFORMATION

1. To be completed by the Contractor: Training Date: _____

A. Proposed dates for instruction period: From _____ to _____

B. Name of Representative Instructor: _____

C. Approximate number of hours of training required: _____

D. Reference materials provided by Trainer: _____

2. To be completed by the County:

A. County's Designated Personnel to receive instruction: (Identify supervisor, if required).

- | | |
|----------|-----------|
| 1) _____ | 6) _____ |
| 2) _____ | 7) _____ |
| 3) _____ | 8) _____ |
| 4) _____ | 9) _____ |
| 5) _____ | 10) _____ |

B. Training Session Location: _____

RECORD INFORMATION

Instructor's Signature: _____ Date Instruction Completed: _____

Project Coordinator's Signature: _____

County's Signature: _____

SPECIAL CONSIDERATIONS / NOTES:

**DIVISION 01580
PROJECT CLOSEOUT**

01580.1 GENERAL REQUIREMENTS

1. Comply with requirements for administrative procedures stated in this and other sections of the Project Manual in closing out the Work. Closeout procedures are summarized in this Section.
2. Contract requirements shall be met when construction activities have successfully produced, in order, completion of these three closeout stages:
 - a. Substantial Completion
 - b. Final Completion
 - c. Final Payment
3. The Contractor shall provide all written notices and supporting documentation as described in Paragraphs 17.2 C below when requesting Substantial Completion and Final Completion, respectively. Partial submittals of the required documents shall not represent a valid request, and the County, Architect, and Project Coordinator shall not be liable for any delays in the Substantial and Final Completion dates arising there from.

01580.2 SUBSTANTIAL COMPLETION

1. Reference the *Owner-Contractor Agreement*, regarding Substantial Completion.
2. Prerequisite - the commissioning must be complete, except for functional testing and controls training, prior to Substantial Completion, unless approved in writing by the Owner's Project Manager.
3. When the Work is substantially complete, the Contractor shall submit to the County's Project Coordinator:
 - a. A written notice that the Work, or designated portion thereof, is substantially complete.
 - b. An original Certificate of Occupancy for the Project.
 - c. A list of items to be completed or corrected (hereinafter referred to as a "Punch List").

- d. A request for a Substantial Completion inspection on a date acceptable to the Architect and the Project Coordinator.
 - e. Project record documents, operation & maintenance manuals, warranties, and certificates for review and approval.
4. Within a reasonable time after receipt of such notice, the Project Coordinator, the Contractor, and the County will make a joint inspection to determine the status of completion. County representatives for this inspection shall include, but not be limited to, the user department(s) and the Department of Personnel, Workers Compensation & Office Services Division. The Punch List submitted by the Contractor will be reviewed in detail during the inspection, with items added or deleted to indicate Work to be corrected or completed.
 5. After completion of the joint inspection described in Paragraph D above, the Project Coordinator will consolidate all Punch List comments and transmit them to the Fulton County General Services Department (GSD). Within a reasonable amount of time after receipt of such consolidated Punch List, GSD shall conduct its own inspection, to include, but not be limited to, the installation and operation of all mechanical, electrical, plumbing, and other building systems. The consolidated Punch List will be reviewed in detail during the inspection, with items added or deleted to indicate Work to be corrected or completed.
 6. The County, the Engineer, and/or the Project Coordinator reserve the right to issue a revised Punch List based on the inspections described in D above. The Project Coordinator will reproduce and distribute copies of any revised Punch List to the Contractor and see that the items requiring correction or completion are given prompt attention by the Contractor. Depending on the number and type of items on the Punch List, the Project Coordinator may withhold the issuance of the Certificate of Substantial Completion until corrections required by said Punch List are made or all parties are satisfied that they will be made.
 7. Should the County's Engineer and/or the Project Coordinator determine that the Work is not substantially complete:
 - a. The Project Coordinator will promptly notify the Contractor in writing, on behalf of the Architect, giving the reasons therefore.
 - b. The Contractor shall remedy the deficiencies in the Work, and then send a second written notice of Substantial Completion to the Project Coordinator.
 8. Paragraphs 17. 2.B through 2.D will be repeated.

9. Should it become necessary to perform more than one (1) reinspection due to the inaccurate claims of the status of completion made by the Contractor, the Project Coordinator may deduct the costs of such reinspections from the final payment, including but not limited to costs incurred by the Project Coordinator and the Architect, and costs incurred by the Owner for payment of compensation to the Project Coordinator and the Architect, for services performed for the reinspection(s). Also refer to General Requirements Section 01 400, *Quality Control*.
10. When the Project Coordinator concurs that the Work is substantially complete, the Project Coordinator will:
 - a. Prepare a Certificate of Substantial Completion accompanied by the Contractor's Punch List of items to be completed or corrected, as verified and amended by the Architect, the Project Coordinator, and the County.
 1. Contract responsibilities are not altered by inclusion or omission of required Work for the Punch List.
 2. The Project Coordinator will coordinate with both the County and the Contractor to establish each parties' responsibilities with respect to security, maintenance, heat, utilities, damage to the Work, and insurance, all of which shall be clearly delineated on the Certificate of Substantial Completion.
 - b. Sign the Certificate of Substantial Completion and submit it to the County, the Architect, and the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

01580.3 FINAL COMPLETION

1. Reference the *Owner-Contractor Agreement*, Article 9, regarding Final Completion.
2. Prerequisites –
 - a. All TAB work must be complete prior to Final Completion, unless approved in writing by the Owner's Project Coordinator. Exceptions to this are the planned control system training performed after occupancy and any required seasonal or approved deferred testing. This includes for all systems, but is not limited to:
 1. Completed and signed start-up and pre-functional checklist documentation
 2. Requested trend log data
 3. Submission of final approved TAB report
 4. Completion of all functional testing
 5. Required training of Owner personnel completed and approved
 6. Submission of the approved O&M manuals
 7. All identified deficiencies have been corrected or are approved by the Owner to be exceptions from this milestone
3. To attain Final Completion, the Contractor shall complete the activities pertaining to Substantial Completion Certificate and complete work on all Punch List items. Only then shall a written request to the Project Coordinator for final inspection be submitted.
4. When the Work is complete, the Contractor shall submit to the Project Coordinator written certification stating:
 - a. Contract Documents have been complied with in their entirety.
 - b. Work has been inspected for compliance with Contract Documents.
 - c. Work has been completed in accordance with Contract Documents.
 - d. Work is completed and ready for final inspection.

5. The Project Coordinator, Contractor and County will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
6. Should the Project Coordinator determine that the Work is incomplete or defective:
 - a. The Project Coordinator will promptly notify the Contractor in writing, listing the incomplete or defective Work.
 - b. The Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Project Coordinator that the Work is complete.
7. Paragraphs 17.3.B through 17.3.D will be repeated.
8. Should it become necessary to perform more than one (1) reinspection due to failure of the Work to comply with the claims of status of completion made by the Contractor, the Project Coordinator may deduct the costs of such reinspections from the final payment, including but not limited to costs incurred by the Project Coordinator and the Architect, and costs incurred by the Owner for payment of compensation to the Project Coordinator and the Architect, for services performed for the reinspection(s). Also refer to General Requirements Section 01 400, *Quality Control*.
9. When the Architect and the Project Coordinator find that the Work is acceptable under the Contract Documents, the Contractor will be requested to make a final closeout submittal.

01580.4 CONTRACTOR'S CLOSEOUT SUBMITTALS

1. The Contractor shall provide to the Project Coordinator the following documents in the quantity of one original and one copy unless otherwise noted. Note that with the exception of Subparagraphs 4.G, 4.H, 4.J, 4.L and 4.K below, submittal for approval shall have already been made prior to Substantial Completion. Submittal under this Paragraph would be for a final submittal should revisions or additional copies be required of previously submitted documentation.
2. Evidence of Compliance with all requirements of governing authorities:
 - a. Certificate(s) of Occupancy
 - b. Certificates of Inspection, for Mechanical, Electrical, Plumbing, Fire Protection, and others as may be required.
3. Project Record Documents: Refer to Section 01 720 of the General Requirements.
4. Operation & Maintenance Manuals: Refer to Section 01 730 of the General Requirements.
5. Subcontractor List: A complete listing of all subcontractors and their suppliers, indicating business addresses, telephone numbers, contact names, and items supplied by each.
6. Manufacturer List: A listing of manufacturers of major materials, equipment and systems installed in the Work, and local contact addresses and phone numbers.
7. Warranties: Refer to Section 01 740 of the General Requirements, and individual sections of the Technical Specifications.
8. Payment of Debts and Claims and Consent of Surety: The Contractor shall submit adequate evidence that the Contractor has paid all obligations to date arising out of the Contract using AIA Document G706. Contractor shall also submit AIA Document G707, indicating written consent of its Surety to final payment.

9. Release of Claims and Liens: The Contractor and each subcontractor shall also submit AIA Document G706A, indicating that the releases for waivers submitted are complete to the best of its knowledge and information.
10. Final Approvals and Certificates:
 - a. Plans and Certificates approved by the Fulton County Development Services Department which were maintained at the jobsite shall be amended to show construction changes and resubmitted as required by law.
 - b. Contractors requiring filing shall complete all Fulton County inspections and permits records before Application for Final Payment. Submit all approvals and certificates required by the Specifications, Drawings and applicable codes and regulations of all relevant departments or agencies of Fulton County, State of Georgia, and local authority having jurisdiction.
11. Shop Drawings, Manufacturer's Literature and Test Data (one copy only): The Contractor shall submit through the Project Coordinator to the County, before final acceptance, all reviewed shop drawings (with all corrections noted), plus sets of all approved catalog cuts, equipment manuals, etc. All materials shall be indexed by Specification section. This submittal shall include a list of each room and its paint manufacturers and/or wall covering number for the County's use.
12. Keys and Maintenance Materials: All keys, maintenance kits or stock, replacement parts or materials, spare construction materials, and equipment required under the Contract Documents shall be delivered or made available to the County. Also refer to Section 01 760 of the General Requirements.
13. Monitoring, Testing & Adjustment Devices & Equipment: The contractor shall provide at no additional cost two (2) sets of each non-proprietary and proprietary piece of equipment or devices, required for monitoring, testing or adjustment of the systems and equipment provided under the contract.
14. No partial submittals of the above items are to be made to the Project Coordinator. All items of each category are to be collected by the Contractor and delivered at one time to the Project Coordinator, together with a letter of transmittal listing all items. Where items are to be delivered to the County's representative, the Contractor shall include a copy of the transmittal letter listing all enclosures, signed by the County's representative acknowledging receipt.

END OF DIVISION 01580, PROJECT CLOSEOUT

**DIVISION 01590
CLEANING**

01590.1 RELATED WORK SPECIFIED ELSEWHERE

1. Periodic clean-up during construction - See General Requirements Section 01 500 for additional details of these requirements.
2. Refer to appropriate sections of the Technical Specifications for special cleaning instructions for specific work. Lacking such specific instructions, provide final cleaning on all delivered materials and equipment as specified herein.

01590.2 PRODUCTS

1. The Contractor is to use only cleaning materials as recommended by manufacturer of surface to be cleaned.
2. The Contractor is to use cleaning materials only on surfaces as recommended by the manufacturer of the cleaning material.

01590.3 EXECUTION

1. At the completion of the Work, the Contractor will remove all trash and debris and clean all surfaces associated with his work, and leave the project ready for occupancy by the County.
2. Experienced workmen or professional cleaners only are to be employed for final cleaning.
3. Paved surfaces are to be broom clean. Other porous surfaces are to be raked clean. All stone and non-porous surfaces shall be wiped clean.
4. All surfaces shall have all dust, scratches and stains removed.
5. Electrical work, including lighting fixtures, is to be thoroughly cleaned.
6. Prior to acceptance of any area of the project by the County, the Contractor is to notify the Project Coordinator as each area becomes ready for inspection. The final clean-up will be inspected by the Project Coordinator with the Architect and the County as required.
7. The Project Coordinator will notify the Contractor in writing if any clean-up is unacceptable. If the Contractor fails to comply after receiving written notice from the Project Coordinator, the Project Coordinator will perform whatever corrective action is necessary, with the resultant costs to be borne by the Contractor.
8. The Contractor will maintain cleaning services until the Project or portion thereof is accepted by County.

END OF DIVISION 01590, CLEANING

**DIVISION 01630
PROJECT RECORD DOCUMENTS**

01630.1 GENERAL

1. Definition: Record Documents are defined to include those documents or copies relating directly to performance of the Work. Record Documents show changes in Work in relation to way in which Work was shown and specified by the original Contract Documents, and show additional information of value to County's records, but not indicated by the original Contract Documents. Record Documents include marked-up copies of Construction Drawings, Specifications, Field Orders and Change Orders, reviewed copies of Shop Drawings, Product Data and Samples, a final product list, test records, field records for variable and concealed conditions such as excavations and foundations, and miscellaneous record information on Work which is otherwise recorded only schematically or not at all. Certain portions of the Contract Documents may indicate specific Record Document requirements which extend the requirements of this Section.
2. Throughout progress of the Work, maintain and continually update an accurate record of changes in the Contract Documents.
3. Provide access to all Record Documents for the County's, Architect's, and Project Coordinator's reference and review throughout the progress of the Work.
4. As a condition of Substantial Completion of the Work, the Contractor shall deliver Record Documents to the Project Coordinator as provided below.

01630.2 MAINTENANCE OF DOCUMENTS

1. One copy of current Record Documents shall be maintained at the Contractor's jobsite office at all times.
2. Delegate responsibility for maintenance of Record Documents to one person.
3. Provide files and racks for suitable storage of documents, and file all documents and samples in a neat and orderly manner.
4. Protect Record Documents from loss in a secure location. Maintain documents in a clean, dry, legible condition, and in good order. Record Documents are not to be used for construction purposes.

01630.3 RECORDING OF CHANGES AND OTHER PERTINENT INFORMATION

1. Record all changes and other pertinent information concurrently with construction progress.
2. Accuracy of Records: Coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of Drawings and other documents where such entry is required to show change. The accuracy of records shall be such that future searches for maintenance or analysis purposes may reasonably rely on information obtained from the Record Documents.
3. Do not permanently conceal any of the Work until changes or other pertinent information has been recorded on the appropriate Record Documents with dimensions from a permanent reference point.
4. Drawings:
 - a. Mark the drawing that is most capable of showing actual physical condition, fully and accurately.
 - b. Where Shop Drawings are marked up, mark cross reference on Contract Drawings at corresponding location.
 - c. Mark with erasable colored pencil, using separate colors where feasible to distinguish between changes for different categories of Work at same general location.
 - d. Mark the location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 - e. Indicate all changes of dimension and detail, whether a field change or a directed change. Note Change Order number, Request for Information number, and/or similar identification associated with the initiation of each specific change.
 - f. Provide Contractor's construction details which may not have been shown on the original Contract Documents.
5. Specifications:
 - a. Legibly mark each Section of the Technical Specifications with the manufacturer, trade name, catalog number, serial number and supplier of each product and item of equipment actually installed in the construction.
 - b. Indicate all field changes and directed changes. Note Change Order number, Request for Information number, and/or similar identification associated with the initiation of each specific change.
6. Shop Drawings, Product Data and Samples: Maintain as Record Documents. Legibly annotate any changes made after review(s).
7. Label each Record Document "Project Record" in neat, large letters. This label shall appear in the same location on every record drawing.

01630.4 SUBMITTAL OF RECORD DOCUMENTS

1. With its request for Substantial Completion of the Work, the Contractor shall furnish one marked-up print set of all Record Drawings and Specifications for review by the Project Coordinator.

2. Submittals will be reviewed for adequacy only and returned with comments, if any, to the Contractor.
3. The Contractor shall incorporate all review comments into the Record Documents.
4. After incorporation of review comments in the Record Documents, the Contractor shall submit the following as a final submittal:
 - a. Drawings: one (1) mylar reproducible set (full-size, reverse reading, 3 mil thick) and three print sets of final marked-up drawings.
 - b. Specifications: two (2) sets of final marked-up specifications.
 - c. Shop Drawings, Product Data and Samples: one (1) copy each, except those related to the irrigation system, which shall be two (2) copies.
 - d. Test records, executed Change Orders, field orders, requests for information, supplemental instructions, and other pertinent documentation: two (2) copies each.
5. The final submittal shall include a transmittal letter containing the date, Project name and number, Contractor's name and address, title and number of each Record Document, certification that each document as submitted is complete and accurate, and the signature of the Contractor or of its authorized representative.
6. All revisions to and final submittal of Record Documents shall be completed to the acceptance of the Project Coordinator and the County prior to Final Completion of the Work and final payment.

END OF DIVISION 01630, PROJECT RECORD DOCUMENTS

**DIVISION 01710
OPERATING & MAINTENANCE DATA**

01710.1 GENERAL REQUIREMENTS

1. Refer to individual sections of the Technical Specifications for specific requirements for instructions, maintenance manuals, and operating data, to be submitted by the Contractor in order to provide the County with all necessary documentation to adequately maintain and service materials, systems and equipment for the Project.
2. The Contractor shall compile all such specified instructions, maintenance manuals and operating data as specified under the appropriate Technical Specification sections, and submit as described below in comprehensive sets of Operation and Maintenance Manuals.
3. Coordinate the compiling and submittal of Operation and Maintenance Manuals with instructions to the County for equipment and systems, as described in General Requirements Section 01 680, *Equipment & Systems Instruction*. All complete Operation and Maintenance Manuals shall be submitted prior to the Contractor's request to receive a Certificate of Substantial Completion.
4. Monitoring, Testing & Adjustment Devices & Equipment: The contractor shall provide at no additional cost two (2) sets of each non-proprietary and proprietary piece of equipment or devices, required for monitoring, testing or adjustment of the systems and equipment provided under the contract.

01710.2 SUBMITTAL REQUIREMENTS

1. Develop a sequential program for the development of the Operation and Maintenance Manuals. This program shall provide a step-by-step review of the development of the manuals. The following is an abbreviation of the required sequence of development of the manuals.
 - a. Submittal of the Table of Contents
 - b. Submittal of draft sections for County's, Architect's and Project Coordinator's review
 - c. Submittal of list of proposed attachments and appendices
 - d. Submittal of initial draft of complete manual
 - e. Submittal of final copies of all manuals with approved contents
2. After all approvals have been obtained, submit to the Project Coordinator four (4) sets of bound, clear and complete instructions for maintenance of materials, finishes, machinery and other items to ensure proper care and reasonable life expectancy thereof.

3. Print or type, in orderly sequence, the required information for each item:
 - a. Data shall include recommendations for inspection procedures, instruction for using monitoring, testing or adjustment devices, frequency of maintenance in cleaning, lubricating, type of lubricant, replacement items such as filters, product source locations, and servicing agencies and their phone numbers and additional data, if any, as specified in more detail elsewhere in the specifications.
 - b. Include data for all finishes, whether painted, coated, fabric, polished and satin finish metals, glass, natural finishes on wood, natural stone, manufactured stone and various masonry finishes to the extent that such finishes occur on the project.
 - c. For machinery, provide maintenance manuals and include complete parts lists showing the source(s) of genuine replacement parts (with current list prices indicated for same if requested by the County).
4. Bind each set of data in a manageable number of 8 ½" by 11" sturdy three-ring binders, indexed and clearly labeled by Specification Section and item description. Each set shall be indexed and tabbed for the completed manual regardless of its completeness at the time of its submittal.

Additional data will be added behind its tabbed location as received by the Project Coordinator. Include an index for the completed set in each binder. Mark identification on both front and spine of each binder.

5. Where the complexity of machinery is such that regular maintenance by a specialty service company is normal, or may be required by law, give notice thereof to the County in writing

END OF DIVISION 01710, OPERATING & MAINTENANCE DATA

DIVISION WORK REQUIREMENTS

EXHIBITS

The following submittals shall be completed and submitted with each proposal (see table below “Required Bid Submittal Check List.”). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your bid non-responsive.

Submit one (1) Original proposal and three (3) copies as required in the ITB.

Item #	Required Bid Submittal Check List	Check (✓)
1	One (1) Proposal marked “ Original ”, three (3) copies	
2	*Form F: Georgia Security and Immigration Contractor Affidavit(s) and Agreements <i>Note: If prime contractor is a joint venture, partnership, LLC, each member of the entity must submit an affidavit</i>	
3	*Form G: Georgia Security and Immigration Subcontractor Affidavit(s)	
4	Bid Form. All dollar amounts must be Both in writing AND figures and represent prices for the published scope of work without exceptions.	
5	Bid Breakdown Form	
6	Acknowledgement of each Addendum	
7	Bid Bond (separate envelope if Public Works Construction project)	
8	Purchasing Forms Form A: Non-Collusion Affidavit of Bidder/Offeror Form B: Fulton County Certificate of Acceptance of Bid/Proposal Requirements Form D: Certification Regarding Debarment Form E: Disclosure Form & Questionnaire	
9	Office of Contract Compliance Requirements (separate envelope)	
11	Evidence of Insurability, proposer must submit one (1) of the following: Letter from insurance carrier Certificate of Insurance An umbrella policy in excess of required limits for this project	
12	Verify that Bidder/Proposer is registered w/Georgia Secretary of State and attach a copy of print out for each	
13	Verify Form C1: Georgia Utility License Number and attach a copy of print out for each Bidder/Proposer (If applicable)	
	Verify Form C2: General Contractors License Number and attach a copy of print out for each Bidder (If applicable)	
14	Verify Form C3: Professional License and attach a copy of the print out for each Bidder/Proposer (If applicable)	
15	Project References-five (5) references with 10 years or more of experience with projects of a similar nature	