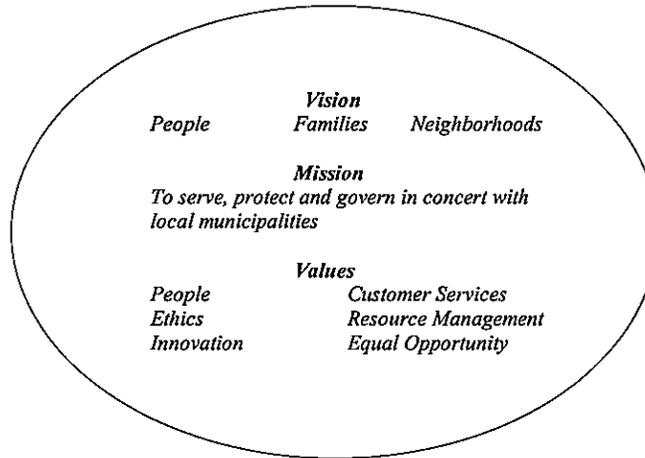




# FULTON COUNTY



**INVITATION TO BID #09ITB66497K-JD**

**10<sup>th</sup> Floor Terraces Waterproofing**

**VOLUME 1**

**For**

**GENERAL SERVICES DEPARTMENT**

**BID DUE DATE AND TIME: April 6, 2009 11:00 A.M.**

**BID ISSUANCE DATE: March 2, 2009**

**PRE-BID CONFERENCE DATE: March 17, 2009**

**PURCHASING CONTACT: Joyce Daniel, Assistant Purchasing Agent, 404-612-5824**

**E-MAIL: [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov)**

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

**Table of Contents**

**Volume I**

**Section      Title**

**Division 0 – Bidding and Contract Requirements**

**00020          Invitation to Bid**

- Description of Project
- Permits
- Rights of Way/Easements
- Bid Documents
- Term of Contract
- No Contact Provision
- Bid Contact
- Basis of Award
- Pre-Bid Conference

**00100          Instructions to Bidders**

- A. Contract Documents
- B. Bid Preparation and Execution
- C. Addenda and Interpretations
- D. Site Examination
- E. Bidder's Modification and Withdrawal of Bonds
- F. Bid and Contract Security
- G. Right to Reject Bids
- H. Applicable Laws
- I. Examination of Contract Documents
- J. Indemnification and Hold Harmless Agreement
- K. Bid Opening
- L. Determination of Successful Bidder
- M. Georgia Utility Contractors License
- N. General Contractors License
- O. Professional Licenses
- P. Wage Clause
- Q. Notice of Award of Contract
- R. Execution of Contract Documents
- S. Joint Venture
- T. Contractors Compliance with Procurement
- U. Georgia Security and Immigration Compliance Act
- V. Bid General Requirements

Required Bid Submittal Checklist for ITB

**00300          Bid Form**

**00410          Bid Bond**

**00420          Purchasing Forms & Instructions**

- Form A- Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B - Certificate of Acceptance of Request for Bid Requirements
- Form C- Contractor's Georgia Utility License Certification
- Form C1 – Georgia Utility License Contractors License

Form C2 – Georgia General Contractors License  
Form C3 – Georgia Professional License  
Form D- Certification Regarding Debarment  
Form E- Disclosure Form & Questionnaire  
Form F – Declaration of Employee-Number Categories  
Form G – Georgia Security and Immigration Contractor Affidavit and Agreement  
Form H – Georgia Security and Immigration Subcontractor Affidavit

**00430 Contract Compliance Requirements**

Non-Discrimination in Contracting and Procurement  
Required Forms and EBO Plan  
Exhibit A – Promise of Non-Discrimination  
Exhibit B – Employment Report  
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 Subcontracting Practices  
Exhibit F – Joint Venture Disclosure Affidavit  
Exhibit G – Prime Contractor/Subcontractor Utilization Report

**00490 Insurance and Risk Management Provisions**

**00500 Contractual Agreement**

**00610 Performance Bond Requirements**

**00620 Payment Bond Requirements**

**00700 General Conditions**

## Table of Contents

### Volume 2

#### CONTRACTING REQUIREMENTS

Document 00611	Contractor Warranty Form
Document 00612	Installer Warranty Form
Document 00640	Affidavit of Payment and Release of Lien
Document 00710	General Conditions
Exhibit B	Contractor Safety and Health Management Process

#### DIVISION 1 GENERAL REQUIREMENTS

Section 01110	Special Project Conditions
Section 01312	Project Meetings
Section 01326	Construction Schedules
Section 01330	Submittals
Section 01500	Temporary Facilities and Controls
Section 01600	Material and Equipment
Section 01630	Product Options and Substitutions
Section 01740	Cleaning Up
Section 01780	Closeout Submittals

#### Division 2 – SITE CONSTRUCTION

Section 02225	Selective Demolition
---------------	----------------------

#### Division 3 – CONCRETE

No Sections Required

#### Division 4 – MASONRY

Section 04850	Stone Veneer
---------------	--------------

#### Division 5 – METALS

No Sections Required

#### Division 6 – WOOD AND PLASTIC

No Sections Required

#### Division 7 – THERMAL AND MOISTURE PROTECTION

Section 07110	Damp proofing
Section 07142	Hot Rubberized-Asphalt Waterproofing
Section 07600	Flashing and Sheet Metal

**Section 07900 Sealants and Caulking**

**Division 8 Through 14**

**No Sections Required**

**Division 15 MECHANICAL**

**Refer to Engineer's Drawing**

**Division 16 ELECTRICAL**

**No Sections Required**

**DRAWINGS SECTION**

**INVITATION TO BID**

**#09ITB66497K-JD - 10<sup>TH</sup> Floor Terraces Waterproofing**

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the construction of 10<sup>th</sup> Floor Terraces Waterproofing 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, April 6, 2009**, and then at said office publicly opened and read aloud.

**Description of Project:**

The Project consists of the construction of 10<sup>th</sup> floor Terrace Waterproofing at Fulton County Government Center; 141 Pryor Street, Atlanta, Georgia shall include the removal and replacement of terrace pavers, granite panels at floor level. Replacement of surface water plumbing pipes. Removal and replacement of existing ceiling finishes, light fixtures along path of storm line replacement. Removal of existing davits and tie down anchor system which facilitates window washing and exterior building work via suspended stage and replace with new roof anchors.

**Permits:**

The contractor shall be responsible for all inspections and ensuring compliance with all Federal, State and County laws and codes. The Contractor shall be solely responsible for obtaining all permits for sidewalk or street closings from the city of Atlanta.

**Rights of Way/Easements:**

Not Required for this Project.

**Bid Documents:**

The Instructions to Bidders, Bid and Contract Requirements (Bid Form, Bid Bond, Performance Bond, Payment Bond, Contract Agreement), and other Documents (Drawings and/or Specifications) may be examined at the following locations:

Dodge Reports  
1750 Enterprise Way  
Suite 103  
Marietta, Georgia 30067

AGC Builders Exchange  
1940 The Exchange  
Suite 300  
Atlanta, Georgia 30339

Reed Construction Data  
30 Technology Parkway South  
Suite 100  
Norcross, Georgia 30092  
Reedconstructiondata.com

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

The cost for a set of drawing and specifications is **\$60.00**.

The non-refundable payment must be made to:

Action Blueprint  
2705 Monroe Drive  
Atlanta, Georgia 30324  
(404) 885-1433  
Web site: action@actiondis.com

Payment must be in the form of a company or personal check payable to **Action Blueprint**, checks returned for any reason will result in the bid being deemed non-responsive. Action Blue will not take any orders over the telephone. You have an option of email, fax or in person. This amount includes all fees for printing and distribution and will be used to defray a portion of the printing cost that may have been incurred for the tendering of the Project. Partial sets of the bid document will not be issued.

**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 **180 Available Days\*** from notice to proceed.

*(\*Clarification of term Available Days – Any calendar day exclusive of Saturdays, Sundays, and Legal Holidays on which the Engineer determines that the Contractor is not prevented from accomplishing at least five hours of productive work on the controlling item or items of work which would normally be in progress at that time by causes beyond his control, and not due to his fault or negligence, including but not restricted to unsuitable weather and its aftermath, suspension order of the Engineer, acts of God, acts of public enemy, fire, flood, epidemic, quarantine, strikes or freight embargo.)*

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 #09ITB66497K-JD

Or [joyce.daniel@fultoncountyga.gov](mailto: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: **Tuesday, March 17, 2009**  
Time: **9:00 A. M.**  
Site Visit: **Mandatory - Tuesday, March 17, 2009**  
Time: **10:30 A. M.**  
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 bidder's 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. **The mandatory site visit will be held on Tuesday, March 17, 2009 at 10:30 A.M. on the same day as the pre-bid conference.**

## **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 #09ITB64497K-JD - 10<sup>th</sup> Floor Terraces Waterproofing."

**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

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., Tuesday, March 31, 2009**. 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) 893-1744  
Joyce.daniel@fultoncountyga.gov  
Reference Bid #09ITB66497K-JD - 10<sup>th</sup> Floor Terraces Waterproofing

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 on Tuesday, March 17, 2009 at 10:30 A. M. Bidders are required to attend.**

#### 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 Contractors License (NON-APPLICABLE)**

Bidders must have a Utility Contractors License to perform this work in accordance with O.C.G.A. §43-14-8.3 (h). ***Bids for utility contracting projects must be from a licensed utility contractor and that licensed contractor must be the prime on the project.*** It is not permissible for an unlicensed individual/firm to subcontract with a licensed utility contractor. Bidders must complete Form C1: Georgia Utility License Certification in Section 6, Purchasing Forms. The Bidder shall provide a Georgia Utility License Number on the outside of the sealed envelope. Failure to provide the required license shall deem your bid non-responsive.

**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 6, 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 6, 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

- (c) 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

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
24. 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

25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.

33. 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.
34. 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.
35. 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.
36. 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.
37. 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.

38. 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".
39. 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 (3) complete copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (✓)
1	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.	
2	Acknowledgement of each Addendum (acknowledged both on the Bid Form, Section 00300, and on the form included with each addendum).	
3	Bid Bond (Section 00410) (separate envelope if Public Works Construction project)	
4	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 C1- Georgia Utility Contractor License ( <i>non- applicable</i> ) Form C2- Georgia General Contractors License ( <i>applicable</i> ) Form C3- Georgia Professional Licenses ( <i>applicable</i> ) Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirements (Section 00430) Exhibit A - Promise of Non-Discrimination (for Prime and each Sub) Exhibit B - Employment Record (for Prime and each Sub) Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form (Section 00490) and proof of insurance, either letter from insurer or Certificate of Insurance.	
7	Document 00611-Contractor Warranty Form	
8	Section 00612 Installer Warranty Form	

**BID FORM**

Submitted To: Fulton County Government

Submitted By: \_\_\_\_\_

For: #09ITB66497K-JD - 10th FLOOR TERRACES WATERPROOFING

Submitted on \_\_\_\_\_, 2009.

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 IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

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

**BASE BID AMOUNT** (Do not include any Bid Alternates)

\$ \_\_\_\_\_  
(Dollar Amount In Numbers)

\_\_\_\_\_  
(Dollar Amount in Words)

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.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten 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 \_\_\_\_\_

**BIDDER:** \_\_\_\_\_

Signed by: \_\_\_\_\_  
[Type or Print Name]

Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Bidder's Contractor License No: \_\_\_\_\_  
[State/County]

License Expiration Date: \_\_\_\_\_

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The following form shall be used for submitting Bid prices:

**COST PROPOSAL FORM**

DIVISION	COMPONENT DESCRIPTION	QUANTITY	DOLLAR UNIT	COST	TOTAL COST
1	General Conditions				
2	Site Work & Demolition				
3	Concrete				
4	Masonry				
5	Structural & Misc. Steel				
6	Wood & Plastic				
7	Moisture Protection				
8	Doors & Windows				
9	Finishes				
10	Specialties				
11	Equipment				
2	Furnishing				
13	Special Construction				
14	Conveying System				
15	Mechanical				
16	Electrical				
<b>Sub Total</b>					
Contractor Profit					
Contractor Overhead					
<b>Sub Total</b>					
Location/Working Condition Premium					
<b>Sub Total</b>					
<b>TOTAL BASE BID AMOUNT-NO ALTERNATES</b>					

**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**

**#09ITB66497K-JD -10TH FLOOR TERRACES WATERPROOFING**

**FULTON COUNTY GOVERNMENT**

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 **#09ITB66497K-JD - 10<sup>TH</sup> FLOOR TERRACES WATERPROOFING**, 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 \_\_\_\_\_, 2009.

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 (**non-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: Declaration of Employee-Number Categories
- Form G: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form H: Georgia Security and Immigration Subcontractor Affidavit

### **Additional Required Submittal forms to be submitted are found in Volume 2, Contracting Requirements:**

- Document 00611- Contractor Warranty Form
- Section 00612- Installer Warranty Form

**Failure to submit all required submittals may deem your proposal non-responsive.**

**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 \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
(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)**

**(NON-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 \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(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

- 3. Have you or any member of your firm or team ever been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One:                      YES                      NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other Federal, State or Local Government, or private entity during the last three (3) years?

Circle One:                    YES                    NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                    YES                    NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

**NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.**

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. 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 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 \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Legal Name of Proponent) (Date)

\_\_\_\_\_  
(Signature of Authorized Representative) (Date)

\_\_\_\_\_  
(Title)

**Sworn to and subscribed before me,**

this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_  
(Date)

**FORM F: DECLARATION OF EMPLOYEE-NUMBER CATEGORIES**

Please affirmatively indicate by checking the appropriate box the employee-number category applicable to your company:

- 500 or more employees
- 100 or more employees
- fewer than 100 employees

Company Name: \_\_\_\_\_

I certify that the above classification is true and correct.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM G: 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 G: 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 \_\_\_\_\_, 200\_\_.

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 H: 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 H: 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 \_\_\_\_\_, 200\_\_.

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**

SUBCONTRATOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

SUBCONTRATOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

SUBCONTRATOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ETHNIC GROUP\*: \_\_\_\_\_ COUNTY CERTIFIED\*\* \_\_\_\_\_

WORK TO BE PERFORMED: \_\_\_\_\_

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

SUBCONTRATOR 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.



**Insurance and Risk Management Provisions  
Construction**

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 specific policies 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 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

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

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

<b>Combined Single Limits</b>	Each Occurrence	\$1,000,000
-------------------------------	-----------------	-------------

(Including operation of non-owned, owned, and hired automobiles).

\*\*Broadened Pollution Endorsement CA9948 and MCS 90\*\*

**4. UMBRELLA LIABILITY**

(In excess of above noted coverage's)	Each Occurrence	\$5,000,000
---------------------------------------	-----------------	-------------

5. **CONTRACTORS POLLUTION LIABILITY** Each Occurrence \$2,000,000

6. **BUILDERS' RISK:**

To be written on a Builders Risk "All-risk" form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism, malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than caused by flood), and such other perils or causes of loss as may be specifically required by Supplementary Conditions) until Final Completion and Acceptance of the Project. Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:

Property in Transit	\$1,000,000
Property in Offsite Storage	\$1,000,000
Plans & Blueprints	\$25,000
Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value

**Deductibles:**

Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section, or other property insurance applicable to the Work, accept such rights as they have to the proceeds of such insurance.

The policy will name Fulton County, The Contractor and Subcontractors of all tiers as Insured's under the policy.

### 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 Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insured's on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insured's. This insurance for the additional insured's shall be as broad as the coverage provided for the named insured Subcontractor. 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 Insured's.

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: \_\_\_\_\_

**OWNER - CONTRACTOR AGREEMENT**

**#09ITB 10<sup>TH</sup> FLOOR TERRACES WATERPROOFING**

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: 09ITB 10<sup>TH</sup> FLOOR TERRACES WATERPROOFING

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 **10<sup>TH</sup> Floor Terraces Waterproofing**, 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 \_\_\_\_\_  
(hereinafter called the "Principal") and \_\_\_\_\_  
(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 **10<sup>TH</sup> Floor Terrace Waterproofing**, 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.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

**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.

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.

Construction Manager or Engineer shall mean Fulton Construction Management Partners; the County authorized representative for this project.

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.

Design Consultant shall mean the firm or corporation responsible for the detailed design drawings and specifications.

Director - Director of the Department of Public Works 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.

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.

Program Manager - Not used in this contract. Delete all references.

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

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.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods,

processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

**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 proposal 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 Construction Manager 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 or Construction Manager 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 MEASUREMENT**

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

**00700-13 ASSIGNMENT**

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

**00700-14 FOREIGN CONTRACTORS**

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

**00700-15 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.

#### **00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore. Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor. The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

**00700-17 ADMINISTRATION OF CONTRACT**

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

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

The Construction Manager 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 Construction Manager 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 Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager 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 Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager 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 Construction Manager for interpretation.

All interpretations of the Construction Manager 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 Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager 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 Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works 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 Construction Manager.

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.

#### **00700-18 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.

#### **00700-19 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.

#### **00700-20 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.

#### **00700-21 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 from the Contractor monthly payment request.

#### **00700-22 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.

**00700-23 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.

**00700-24 NOTICES**

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

**00700-25 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 rise 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.

**00700-26 BLASTING AND EXCAVATION**

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

**00700-27 HIGH VOLTAGE LINES**

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

**00700-28 SCAFFOLDING AND STAGING**

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

**00700-29 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.

**00700-30 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.

**00700-31 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.

**00700-32 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.

**00700-33 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.

**00700-34 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.

**00700-35 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.

**00700-36 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.

**00700-37 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.

**00700-38 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.

**00700-39 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.

**00700-40 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.

**00700-41 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.

**00700-42 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.

**00700-43 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.

**00700-44 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.

**00700-45 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.

**00700-46 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.

**00700-47 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.

**00700-48 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.

**00700-49 COMMENCEMENT AND DURATION OF WORK**

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently prosecute the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

**00700-50 TIME OF THE ESSENCE**

All time limits stated in this agreement are of the essence of this contract.

**00700-51 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.

**00700-52 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.

**00700-53 INCLEMENT WEATHER**

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

**00700-54 DELAY - NOTICE AND CLAIM**

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

**00700-55 STATEMENT OF CLAIM - CONTENTS**

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

**00700-56 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.

**00700-57 DILIGENCE**

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and

materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

**00700-58 SET-OFFS**

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

**00700-59 REMEDIES CUMULATIVE**

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

**00700-60 TITLE TO MATERIALS**

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

**00700-61 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.

**00700-62 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.

**00700-63 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.

**00700-64 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.

**00700-65 PAYROLL REPORTS**

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

**00700-66 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.

**00700-67 SPECIALTY SUB-CONTRACTORS**

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

**00700-68 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.

**00700-69 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.

**00700-70 SCHEDULING OF THE WORK**

**The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.**

**00700-71 PROGRESS ESTIMATES**

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.

**00700-72 PROGRESS PAYMENTS**

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

**00700-73 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.

**00700-74 RETAINAGE**

The County shall retain from each progress payment ten percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 per cent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

**00700-75 PAYMENT OF SUBCONTRACTORS**

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, material men, or sub-consultant, the status of any

indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, material men, and sub consultants that such payment is on account of the work under this Contract.

**00700-76 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.

**00700-77 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.

**00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the contractor to be applied first to the payment of claims of subcontractors, laborers, and suppliers arising out of the work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance for any other application.

**00700-79 JOINT PAYMENTS**

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

**00700-80 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 material men, 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.

**00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

**00700-82 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.

**00700-83 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.

**00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT**

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the

work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

#### **00700-85 DOCUMENTATION OF COMPLETION OF WORK**

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

#### **00700-86 GOVERNING LAW**

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

#### **00700-87 CHANGES IN THE WORK**

##### **A. CHANGE ORDERS**

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.

2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
  - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
  - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
5. In Subparagraphs 3 and 4 above, the items included in "Cost" and "Overhead" shall be based on the following schedule:
  - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
  - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase

and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.

- c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
- a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
  - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.
  - c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
  - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
  - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
8. No payment shall be made for any changes to the contracts that are not included in a fully executed Change Order.

**B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS**

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made within twenty (20) days after the first observance of the conditions. No such request for equitable

adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.

2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be give by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.
2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Change Order Policy 800-6.

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change

Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

**00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE**

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

**00700-89 NO WAIVER OF REMEDIES**

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

**00700-90 LAND AND RIGHTS-OF-WAY**

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

**00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION**

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

<u>SUBJECT</u>	<u>I N D E X</u>	<u>GENERAL CONDITION ARTICLE #</u>
Administration of Contract		17
Applicable Law		7
Assignment		13
Blasting and Excavation		26
Changes		87, 88
Clean Site		29
Codes		4
Commencement of Work		49
Contract Documents		2
Contractor's Representative		66
Defective Work		31, 32
Definitions		3
Delay		51, 52, 54, 55
Extension of Time		52, 53, 54
Familiarity of Time		1, 22
Final Payment		84
Governing Law		86
High Voltage Lines		27
Inclement Weather		53
Indemnification		15
Inspections		23, 61, 62, 68, 69
Interruption		48
Licenses		8
Liquidated Damages		46, 48
New Materials		33, 63
Notices		24
Payment		72, 73, 75
Payment of Subcontractors		75, 76
Payment Upon Substantial Completion		82, 84
Payroll Reports		65
Permits		8
Progress Payments		72, 73, 77, 78, 79, 80
Protection of Work		30, 64
Records Inspection		45
Retainage		11, 74
Safety		25
Scaffolding and Staging		28
Scheduling		70
Service of Process		14
Stop Work Order		37
Subcontractors		67, 76
Substantial Completion		81
Suspension		48
Supervision of Work		16, 66
Surety's Responsibility		17
Taxes		9, 10
Termination for Cause		38, 44, 47
Termination for Convenience		39, 40, 41
Time of the Essence		50
Warranties		33, 34, 35, 36
Work Behind Schedule		56

**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 \_\_\_\_\_, 200\_\_\_\_, 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

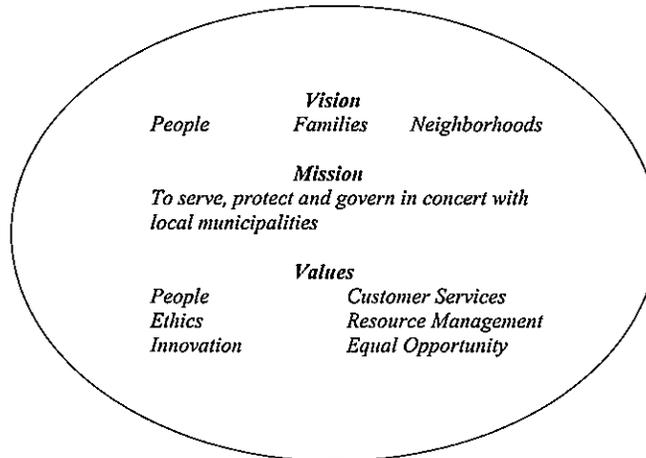
Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.  
\_\_\_\_\_, who under Oath deposes and says that he is \_\_\_\_\_ of the firm of \_\_\_\_\_, that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission expires



# FULTON COUNTY



**INVITATION TO BID #09ITB66497K-JD**

**10<sup>th</sup> Floor Terraces Waterproofing**

**VOLUME 2**

**For**

**GENERAL SERVICES DEPARTMENT**

**BID DUE DATE AND TIME: April 6, 2009 11:00 A.M.**

**BID ISSUANCE DATE: March 2, 2009**

**PRE-BID CONFERENCE DATE: March 17, 2009**

**PURCHASING CONTACT: Joyce Daniel, Assistant Purchasing Agent, 404-612-5824**

**E-MAIL: [joyce.daniel@fultoncountyga.gov](mailto:joyce.daniel@fultoncountyga.gov)**

**LOCATION: FULTON COUNTY DEPARTMENT OF PURCHASING &  
CONTRACT COMPLIANCE**

**130 PEACHTREE STREET, S.W., SUITE 1168  
ATLANTA, GA 30303**

## Table of Contents

### Volume I

#### Section      Title

#### **Division 0 – Bidding and Contract Requirements**

#### **00020      Invitation to Bid**

Description of Project  
Permits  
Rights of Way/Easements  
Bid Documents  
Term of Contract  
No Contact Provision  
Bid Contact  
Basis of Award  
Pre-Bid Conference

#### **00100      Instructions to Bidders**

A. Contract Documents  
B. Bid Preparation and Execution  
C. Addenda and Interpretations  
D. Site Examination  
E. Bidder's Modification and Withdrawal of Bonds  
F. Bid and Contract Security  
G. Right to Reject Bids  
H. Applicable Laws  
I. Examination of Contract Documents  
J. Indemnification and Hold Harmless Agreement  
K. Bid Opening  
L. Determination of Successful Bidder  
M. Georgia Utility Contractors License  
N. General Contractors License  
O. Professional Licenses  
P. Wage Clause  
Q. Notice of Award of Contract  
R. Execution of Contract Documents  
S. Joint Venture  
T. Contractors Compliance with Procurement  
U. Georgia Security and Immigration Compliance Act  
V. Bid General Requirements

Required Bid Submittal Checklist for ITB

#### **00300      Bid Form**

#### **00410      Bid Bond**

#### **00420      Purchasing Forms & Instructions**

Form A- Non-Collusion Affidavit of Prime Bidder/Offeror  
Form B - Certificate of Acceptance of Request for Bid Requirements  
Form C- Contractor's Georgia Utility License Certification  
Form C1 – Georgia Utility License Contractors License

Form C2 – Georgia General Contractors License  
Form C3 – Georgia Professional License  
Form D- Certification Regarding Debarment  
Form E- Disclosure Form & Questionnaire  
Form F – Declaration of Employee-Number Categories  
Form G – Georgia Security and Immigration Contractor Affidavit and Agreement  
Form H – Georgia Security and Immigration Subcontractor Affidavit

**00430 Contract Compliance Requirements**

Non-Discrimination in Contracting and Procurement  
Required Forms and EBO Plan  
Exhibit A – Promise of Non-Discrimination  
Exhibit B – Employment Report  
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 Subcontracting Practices  
Exhibit F – Joint Venture Disclosure Affidavit  
Exhibit G – Prime Contractor/Subcontractor Utilization Report

**00490 Insurance and Risk Management Provisions**

**00500 Contractual Agreement**

**00610 Performance Bond Requirements**

**00620 Payment Bond Requirements**

**00700 General Conditions**

**Table of Contents**

**Volume 2**

**CONTRACTING REQUIREMENTS**

Document 00611	Contractor Warranty Form
Document 00612	Installer Warranty Form
Document 00640	Affidavit of Payment and Release of Lien
Document 00710	General Conditions
Exhibit B	Contractor Safety and Health Management Process

**DIVISION 1 GENERAL REQUIREMENTS**

Section 01110	Special Project Conditions
Section 01312	Project Meetings
Section 01326	Construction Schedules
Section 01330	Submittals
Section 01500	Temporary Facilities and Controls
Section 01600	Material and Equipment
Section 01630	Product Options and Substitutions
Section 01740	Cleaning Up
Section 01780	Closeout Submittals

**Division 2 – SITE CONSTRUCTION**

Section 02225	Selective Demolition
---------------	----------------------

**Division 3 – CONCRETE**

No Sections Required

**Division 4 – MASONRY**

Section 04850	Stone Veneer
---------------	--------------

**Division 5 – METALS**

No Sections Required

**Division 6 – WOOD AND PLASTIC**

No Sections Required

**Division 7 – THERMAL AND MOISTURE PROTECTION**

Section 07110	Damp proofing
Section 07142	Hot Rubberized-Asphalt Waterproofing
Section 07600	Flashing and Sheet Metal
Section 07900	Sealants and Caulking

**Division 8 Through 14**

**Section 07900 Sealants and Caulking**

**Division 8 Through 14**

**No Sections Required**

**Division 15 MECHANICAL**

**Refer to Engineer's Drawing**

**Division 16 ELECTRICAL**

**No Sections Required**

**DRAWINGS SECTION**

**PROJECT MANUAL FOR**

**FULTON COUNTY GOVERNMENT CENTER  
10<sup>TH</sup> FLOOR TERRACES WATERPROOFING  
141 PRYOR STREET  
ATLANTA, GEORGIA**

**OWNER:  
FULTON COUNTY  
GOVERNMENT SERVICES/FACILITY CONSTRUCTION  
ATLANTA, GEORGIA 30303**

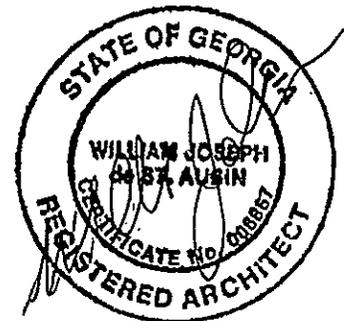
**ARCHITECT:  
SIZEMORE GROUP  
1700 COMMERCE DRIVE, NW  
ATLANTA, GEORGIA 30318  
PHONE (404)-605-0690  
FAX (404) 605-0890**

**MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS:  
MEHA ENGINEERING  
NORCROSS, GEORGIA**

**CONSTRUCTION CONSULTANTS:  
WILLIAMSON & ASSOCIATES  
ATLANTA, GEORGIA.**

**SPECIFICATION CONSULTANT:  
SPIKER BALDWIN ASSOCIATES, INC.  
DECATUR, GEORGIA**

**ISSUE FOR BID:**



25 FEB 09

Fulton County Government Center  
10<sup>th</sup> Floor Terraces Waterproofing  
SG-05460FULTON  
SBA-05197

00611-1  
Contractor Warranty Form

DOCUMENT 00611

CONTRACTOR WARRANTY FORM

PROJECT: FULTON COUNTY GOVERNMENT CENTER  
10<sup>TH</sup> FLOOR TERRACES WATERPROOFING

LOCATION: 141 PRYOR STREET  
ATLANTA, GA

OWNER: FULTON COUNTY  
GOVERNMENT SERVICES/FACILITY CONSTRUCTION  
ATLANTA, GA

We, \_\_\_\_\_, Contractor for the above-referenced project, do hereby warrant that all labor and materials furnished and work performed are in accord with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of two years from Date of Substantial Completion. This warranty commences on

\_\_\_\_\_ (Date of Substantial Completion affixed by Architect)

and expires on \_\_\_\_\_  
(Expiration Date)

Should defects develop during the warranty period due to improper materials, workmanship or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give Contractor written notice of defective work. Should Contractor fail to correct defective work within 60 days after receiving written notice, the Owner may, at his option, correct defects and charge Contractor costs for such correction. Contractor agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

FOR \_\_\_\_\_  
(Company Name)

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

End of Contractor Warranty Form

Fulton County Government Center  
10<sup>th</sup> Floor Terraces Waterproofing  
SG-05460FULTON  
SBA-05197

00612-1  
Installer Warranty Form

SECTION 00612

INSTALLER WARRANTY FORM

PROJECT: FULTON COUNTY GOVERNMENT CENTER  
10<sup>TH</sup> FLOOR TERRACES WATERPROOFING

LOCATION: 141 PRYOR STREET  
ATLANTA, GA

OWNER: FULTON COUNTY  
GOVERNMENT SERVICES/FACILITY CONSTRUCTION  
ATLANTA, GA

GENERAL CONTRACTOR:

We, \_\_\_\_\_, Installer  
(Company Name)

for \_\_\_\_\_, as described  
(List Trade)

in Specification Section(s) \_\_\_\_\_

\_\_\_\_\_  
(List appropriate sections of Specifications)  
do hereby warrant that all labor and materials furnished and work performed in conjunction with the above-referenced project are in accord with the Contract Documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of \_\_\_\_\_ year(s) from Date of Substantial Completion. This warranty commences on

\_\_\_\_\_  
(Date of Substantial Completion affixed by Architect)  
and expires on \_\_\_\_\_  
(Expiration Date)

Should defects develop during the warranty period due to improper materials, workmanship or arrangement, the same, including adjacent work displaced, shall be made good by the undersigned at no expense to the Owner.

The Owner will give Installer written notice of defective work. Should Installer fail to correct defective work within 60 days after receiving written notice, the Owner may, at his option, correct defects and charge Installer costs for such correction. Installer agrees to pay such charges upon demand.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner.

FOR _____	FOR _____
(General Contractor)	(Installer's Company Name)
BY _____	BY _____
TITLE _____	TITLE _____
DATE _____	DATE _____

End of Installer Warranty Form

Fulton County Government Center  
10<sup>th</sup> Floor Terraces Waterproofing  
SG-05460FULTON  
SBA-05197

00640-1  
Affidavit of Payment and Release of Lien

DOCUMENT 00640

AFFIDAVIT OF PAYMENT AND RELEASE OF LIEN

Contractor shall submit AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims" and AIA Document G706A, "Contractor's Affidavit of Release of Liens", along with supporting documents listed within each document, with each Application for Payment. Contractor shall attach separate Releases or Waivers of Lien from each Contractor, Subcontractor and supplier of material and equipment represented in each Application for Payment.

End of Document

Fulton County Government Center  
10<sup>th</sup> Floor Terraces Waterproofing  
SG-05460FULTON  
SBA-05197

00710-1  
General Conditions

DOCUMENT 00710

GENERAL CONDITIONS

"The General Conditions of the Contract for Construction," AIA Document A201, dated 1997, Articles 1 through 14, pages 1 through 44, of the American Institute of Architects, is hereby made a part of these documents to the same extent as if herein written out in full.

End of Document 00710

**EXHIBIT B**

**CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS**

## SAFETY POLICY STATEMENT

It is the policy of Fulton County to establish a comprehensive accident and loss prevention process for all Capital Projects implemented by Fulton County or its agents.

The goals of this comprehensive accident and loss prevention process are as follows:

- To prevent personal injury, property damage, and injury to the public.
- To implement safety and loss prevention processes as critical elements in the complete design and build process.
- To establish a proactive safety and health process that complies with all laws, regulations, consensus standards, and good management practices.
- To have the Contractors partner with Fulton County in the implementation of a Safety and Loss Prevention Process Program to minimize loss potential and to minimize risk.

Fulton County requires safety, health and loss prevention requirements and expectations to be included in project design, in the invitation to bid, in bid award and project meetings, and in the post job evaluations. The Contractor is required to develop and submit a project safety and health program for acceptance by Fulton County prior to Notice to Proceed. The Contractor is required to implement these requirements, and develop a management system to ensure compliance following the safety and health process outlined in this document and the bid documents.

The Contractor and other entities placed under contract with Fulton County will be obligated to implement, adhere to and enforce this Policy. The safety and health of the Contractor's employees, Sub-Contractors, and the public are the sole responsibility of the Contractor. The County may use and direct designated Representatives to implement and enforce this policy. **Failure of the Contractor to comply with this policy or any Safety related obligations may be grounds for contract termination.**

Fulton County's designated Representative will periodically inspect all Fulton County construction projects to identify safety hazards and make recommendations to resolve the issues. Contractor will be responsible for abating the identified issues in a timely manner, and submitting written description of corrective action within 48 hours to Fulton County designated Representatives. Failure to bring timely resolution to the issues may result in work stoppage at Contractor's expense.

Prior to commencing work under this contract, Contractor's Project Manager and Project Superintendent shall attend a Pre-Construction Meeting and Safety Pre-Planning meeting to address safety issues/requirements.

## CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

### I. NOT USED

## 2.0 REFERENCES

- 1.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 1.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 1.3 Fulton County Safety and Health and Requirements
- 1.4 Georgia Department of Transportation Regulations and Requirements
- 1.5 US Department of Transportation Requirements
- 1.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 1.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a Contractor's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the Contractor, Sub-Contractors and Fulton County designated Safety Representative(s).

## 3.0 RESPONSIBILITY

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local). Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

## 4.0 PROCEDURE

- 4.1 The Contractor and each Sub-Contractor must implement a written safety and health prevention process and program following the guidelines contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.2 The Contractor and each Sub-Contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.3 The Contractor must designate a person responsible for site safety. Each Sub-Contractor must designate a person responsible for site safety.
- 4.4 Not Used.
- 4.5 Contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub-Contractors, and the general public.
- 4.6 Contractor shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.
- 4.7 Contractor shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification, Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.
- 4.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

## 5.0 DRUG AND ALCOHOL POLICY

The Contractor and each Sub-Contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

1. Written policy that prohibits the use, transportation, sale and possession of these materials.
2. Disciplinary action plan for violations
3. Any treatment or reinstatement reemployment options
4. Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

Note: AGC, ABC and/or Fulton County programs may be used as guidance documents.

## 6.0 OTHER CONTROLLED ITEMS

The Contractor and each Sub-Contractor is required to include in the Project Safety Program a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items

1. Firearms, weapons, and ammunition.
2. Switchblades
3. Unauthorized explosives including fireworks
4. Stolen property or contraband
5. Controlled chemicals or chemicals recognized as being able to be used for improper purposes.

## 7.0 EMERGENCY PROCEDURES/GUIDELINES

- 7.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:

1. Fire
2. Employee injury
3. Pedestrian injury due to work activity of any kind
4. Property damage and damage to various utilities (i.e., electrical, gas, sewerage,, water, telephone or public roadways)
5. Public demonstrations
6. Bomb threats
7. Flood, Wind, Lightening, Hail
8. Terrorists Threats
9. Work place violence

- 7.2 These Emergency Procedures will be made part of the Contractor's Project Safety Program submittal and shall include but not be limited to the following elements:

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities
3. A system to train supervisors and employees on this emergency plan
4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative immediately after the incident.
7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

## 8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

- 8.1 The Contractor is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of \$5,000, or involvement with the general public must be reported immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Safety staff.
- 8.2 The Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review.
- 8.3 For any incidents such as fires, explosions, fatalities, etc., the Contractor must notify Fulton County's designated Representative immediately and must coordinate any releases to the news media through the County's designated Representative and the County's Information and Public Affairs Office,
- 8.4 If a work-related injury should occur on this project, Contractor shall perform a thorough investigation of the incident and document the information.
- 8.5 A written accident investigation report containing the following information as a minimum must be forwarded to the Fulton County's designated Representative within 24 hours of incident.
  1. Company Name
  2. Location
  3. Date and Time of Incident
  4. Description of incident
  5. Names of all parties involved and all witnesses
  6. Corrective action(s) taken to prevent recurrence
  7. If the incident involves injury or illness, the following information must be provided:
    - a) A medical description of the injury or illness
    - b) OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.
    - c) If the public is involved, information about treatment and treatment location.
  8. Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 24 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

## 9.0 JOB SAFETY ANALYSIS

- 9.1 The Contractor and each Sub-Contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task. Reference Appendix A.
- 9.2 The job safety analysis should follow National Safety Council, AGC, or other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.
- 9.3 The Contractor must maintain a file for all job safety analysis forms, which is accessible for review.

## 10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

## 10.1 Self Auditing Requirements

10.1.1 The Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The Contractor may use this checklist or an equivalent approved by Fulton County's designated Representative.

10.1.2 Each written safety audit must be filed on the site and a copy forwarded to Fulton County designated Representative.

## 10.2 NOT USED

## 10.3 INSPECTIONS BY REGULATORY AGENCIES

10.3.1 The Contractor must notify the Fulton County designated Representative whenever an 051-1A compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.

10.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative.

10.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

## 10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.

10.4.2 After this review the findings may identify areas needing improvement.

10.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior management.

10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed by Fulton County's designated Representative. A written action plan to address the Contractor's performance issues may be developed.

10.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.

10.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

## 11.0 SAFETY MEETINGS

11.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub-Contractor employees on the site.

11.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.

11.3 The Contractor will maintain a job site file that contains copies of the safety meeting records,

## 12.0 TRAINING, INSPECTION AND CERTIFICATION

## 12.1 Employee Training

- 12.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and Sub-Contractor employees and competent persons working on the site including any required craft training,
- 12.1.2 The Contractor must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
- 12.1.3 The Contractor must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.
- 12.1.4 The Contractor shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.
- 12.1.5 If Contractor or Sub-Contractor employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-English and English-speaking employees will understand. The identification of this translator shall be provided to Fulton County's designated Representative.
- 12.1.6 Contractor shall orient all supervision and employees concerning safety requirements before working on the project site.

## 12.2 Equipment Certification and Inspection

- 12.2.1 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications,
- 12.2.2 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.
- 12.2.3 The Contractor must maintain a job site file for these required inspections and certifications.
- 12.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.
- 12.2.5 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

## 13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

Note: Based on the project work activities and scope of work, some program elements may be not applicable to the project work and therefore do not have to be implemented. Elements marked with an asterisk are applicable to all Projects.

### 13.1 Return to Work Policy\*

The Contractor and each Sub-Contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

### 13.2 Fire Prevention Program\*

The Contractor and each Sub-Contractor will be required to submit a temporary

fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal. It must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

### 13.3 Hazard Communication (HAZCOM)\*

The Contractor and each Sub-Contractor shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

- Understand the program and identify hazardous chemicals with which they work.
- Understand product-warning labels.
- Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
- Know the physical location of the Material Safety Data Sheets (MSDS).

### 13.4 Personal Protective Equipment (PPE)\*

All Contractor and Sub-Contractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner, PPE required will vary from job to job and must be based on a written hazard assessment. A list of PPE that is required is identified below:

- Hard Hats shall be worn at all times on all projects
- Hearing Protection for operations that create noise in excess of 65 dBA is required.
- Contractor shall provide eye or face protection equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents.
- Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
- Shirts with sleeves at least 4 inches long are required. Tank tops and mesh shirt are not allowed.
- Full Body Safety Harnesses with shock absorbing lanyards for fall protection are required.
- Full body and chemical splash protection is required when handling hazardous chemicals.
- Respirators are required when employees maybe exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
- Long pants are required.

### 13.5 Confined Space Entry

If the project work involves permit required confined spaces, a permit required confined space entry program that meets 051-iA requirements must be established. This program must include but is not limited to the following elements.

- Confined Space Identification
- Environmental Testing
- Rescue
- Communication with employees in the confined space
- Employee Training
- Permit System for entry

### 13.6 Excavations

If the Contractor or Sub-Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the work must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to

- Employee Training
- Daily inspections
- Soil testing
- Protective or support systems.

### 13.7 Electrical Tools, Equipment, and Systems

- The Contractor and each Sub-Contractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA,
- All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

### 13.8 Lockout/Tagout Procedure

The Contractor and each Sub-Contractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation, Program elements include but are not limited to the following:

- Energy isolation lists for each piece of equipment
- Employee training
- Individually keyed locks and danger tags
- Written Procedure that assigns responsibilities

### 13.9 Fall Protection\*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be responsible for utilizing the fall protection 100% of the time. Sub-Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

- Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- Falls should be limited to less than. 6 feet such than employee can neither fall more than 6 feet nor contact any lower level.
- Fall protection systems must be planned into the job and must be designed to handle loads and forces expected. The project goal is 100% fall protection.
- Employee training and enforcement of these requirements are mandatory to assure an effective program.

### 13.10 Scaffolding

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926,451 and ANSI A10.8, Some program elements include but are not

limited to

- User training for all employees who may use scaffolds
- Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding.
- Daily inspection by competent person. Must implement daily tag system to document inspection.
- Must have engineering approval for scaffolds above 100 feet in height.
- Must be able to document competent person credentials,
- Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

#### 13.11 Cranes and Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by O51-1A and ANSI/ASME standards have been conducted.
- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stop the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

#### 13.12 Use of Personnel Baskets

- Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

#### 13.13 Personal Lifts with Articulating Booms (Jig) and Scissors Lifts

- Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
- Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators in a scissors lift must use fall protection anytime the guardrail system removed or altered.

#### 13.14 Ladders

- Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- Ladders must be in good repair, have safety feet and be inspected.

- Extension ladders must be either held by an employee on the ground or tied off at the top.
- Homemade ladders not meeting OSHA requirements should not be used.
- Non-conducting ladders are required for electrical work.
- Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

#### 13.15 Tools And Equipment

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA, EPA, DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

#### 13.16 Compressed Gas Cylinders

- Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- Fuel and oxygen cylinders must be store separately or separated by a ½ hour rated firewall.
- Compressed gas cylinders are not allowed inside confined spaces.

#### 13.17 Welding, Burning, and Cutting

- The Contractor's program must meet or exceed OSHA and NFPA requirements.
- All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.
- At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.
- Regulators must be in good working order and must have anti-flash back and check valves.
- Welding shields and burning goggles must be used.

#### 13.18 Sanitation and Housekeeping

- The project site shall have an adequate number of portable toilets and hand washing facilities.
- The project site must establish a housekeeping plan that includes daily site clean up and trash and debris removal.

#### 13.19 Hearing Conservation

The Contractor and each Sub-Contractor who has employees exposed to noise levels exceeding 85 dBA must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

#### 13.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that

meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

#### **14.0 SPECIALIZED SAFETY PROGRAM ELEMENTS**

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the Contractor's Safety Program submittal. The Contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and Fulton County's requirements applicable. Details for specific program elements may be included in the contract documents,

- 14.1 Asbestos Removal
- 14.2 Lead Based Paint Removal
- 14.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
- 14.4 Hazardous Waste Operations and Training
- 14.5 Overhead Power Lines
- 14.6 Locating underground utilities
- 14.7 Dust Control
- 14.8 Guarding for floor holes and roof openings
- 14.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 14.10 Environmental Requirements

#### **15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS**

The Contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

- 15.1 Barricades and Cones
- 15.2 Traffic and Warning Signs
- 15.3 Traffic control devices
- 15.4 Equipment and materials storage
- 15.5 Reflective Clothing and other personal protective equipment
- 15.6 Excavation and road hole protection
- 15.7 Erosion protection
- 15.8 Trained flaggers

#### **16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC**

Based on the Contractor's scope of work and specific work activities or location the Contractor may be required to implement the following into its safety program to protect the general public:

- 16.1 Fencing and other measures for site security
- 16.2 Warning, direction and no trespassing signs
- 16.3 Alternate public walk ways
- 16.4 Protection of the public from over head and other construction hazards
- 16.5 Site Traffic Control
- 16.6 Barricading off hazardous areas and open pits and holes

Appendix A      Job Safety Analysis Worksheet Example and Information  
Job Safety Analysis/ Job Pre-Planning Worksheet

Job Name and #:		Completed By:	
Date: Phase/Operation:			
Task	Hazard	-	Control

## PRE-OPERATIONAL PLANNING

### FACT FINDING GUIDE - GL

Evaluate present conditions at job site to determine items that could lead to liability claims during work and after completion of the project.

#### A. PRESENT OCCUPANCY OR USE OF THE SITE

- Demolition to be done?
- Structures will remain (condition)?

#### B. HISTORY OF THE SITE

- For what was the site used before?
- Underground tanks?
- Underground utilities?

#### C. GEOLOGY OF THE SITE

- Rock to be blasted?
- Water to be removed/diverted?
- Fill needed? (where and how obtained?)
- Excavation needed? (where and how disposed of?)

II. Evaluate controls needed in reference to site security and public protection.

#### A. FENCING NEEDED?

#### 8. ACCESS/GATES

- Can traffic be routed past office or checkpoint?
- "Non-Vendor" visitors escorted?
- Gate lockable after hours?
- "Hard Hat" signs at entrance?
- Dirt removal/tarping area at exit?
- Ready Mix chute wash area?

#### C. PEDESTRIANS

- Sidewalk maintained outside fence?
- Covered sidewalk needed?
- Special access requirements for neighboring occupants?
- Special after-hours considerations?

#### D. ENVIRONMENTAL

- Dust control?
- Silt control?
- Mud control on streets?
- Vibration control?

#### E. UTILITIES

- Underground utilities located?
- Overhead power lines in work area relocated, removed, or de-energized?
- Temporary power service away from high traffic areas?

#### F. SUB-CONTRACTORS

- Method to secure proof of adequate insurance coverage in place?
- List of hazardous materials obtained?
- List of hazardous materials provided?
- Responsibilities established
  - Job site safety meetings
  - Materials delivery
  - Debris removal
  - Access to site
  - Weekly Sub-Contractors' meetings
  - Schedule of safety inspections
  - Emergency Procedures

#### G. MATERIALS HANDLING

- Crane selection criteria established
  - Maximum weight to be handled
  - Maximum lifting height
  - Maximum horizontal reach needed
  - Amount of travel needed
  - Swing radius available
  - Set-up area available
  - Ground bearing capacity
  - Approximate frequency of lifts
- Crane operations responsibilities established
  - Triangle or leasing company crane to be used?
  - Operator trained and experienced on specific machine?
  - Operator can accurately read and interpret machine load chart?
  - Critical lift identified (75% of net capacity)?
  - Machine fully inspected by a qualified outside agency?
  - Rigging hardware properly selected?
  - Inspecting and maintaining the crane per owner/manufacture specifications?

### III. Start Up.

#### A. ELECTRICAL

- Temporary Power
  - Underground service possible?
  - Maintenance responsibilities established?
  - Main circuit panel barricaded?
  - Lighting planned?
- Circuit Protection
  - Ground fault circuit interrupt protection?
  - Assured grounding conductor program?
  - Responsibilities established?

## **B. FIRE PROTECTION**

- ABC extinguishers adequately distributed?
- Properly sized?
- Maintenance of fire extinguishers?
- Stand pipe/hydrant available? Adequate?
- Housekeeping checks/inspections?

## **C. FALL PROTECTION**

- Critical Job Phases Identified?
  - Critical exposures identified by phase? (e.g. "Worker falls into basement excavation")
  - Scheduled start dates for critical phases?
- General Fall Protection Procedures
  - Perimeters
  - Floor openings
  - Working deck
  - Work area access
  - Ladders
  - Elevator hatchways

## **D. PERSONAL PROTECTIVE EQUIPMENT**

- General
  - Hard hats
  - Work shoes
- Specific by Task

## **E. HAZARD COMMUNICATION PROGRAM ESTABLISHED AND EMPLOYEES TRAINED**

## **F. CONFINED SPACE ENTRY**

- Procedures established and task(s) identified requiring use of procedures?

## **G. TRENCHING**

- Procedures established and task(s) requiring procedures identified?

## **H. PHASE PRE-PLANNING**

- Job schedules established?
- Agreed upon target dates for meeting?
- Follow up system

End of Exhibit B

SECTION 01110

SPECIAL PROJECT CONDITIONS

PART 1 - GENERAL

1.1 INSPECTION OF EXISTING FACILITIES:

- A. Contractor, Contractor's Superintendent, Key Subcontractors, Waterproofing Consultant, Owner's Representative, Architect, and MEP Engineer shall visit the existing facilities and all areas where Work is to be performed to understand area and scope of Contract, access, staging and storage areas, hours of access, security requirements, noise control, dust control, water intrusion prevention, and other special conditions pertaining to performance of Work of this Contract.
- B. Upon Award of Contract, Owner's Representative, Architect, and Contractor shall again inspect existing facility and areas of Work and during course of this inspection the three parties to the joint inspection shall prepare a schedule identifying and showing the location of all damage to the existing work which is ascertainable by inspection. The schedule shall be prepared in three counterpart originals each of which shall be dated and signed on behalf of each party to the joint inspection.
  1. An executed and dated counterpart original shall be filed with Owner, Architect and Contractor.

1.2 OWNER USE OF SITE:

- A. During Contractor's performance of Work, Owner will continue to occupy all spaces of existing facility. Interruption of building access and usage for normal tenant activities by Contractor shall be minimized and will not be permitted except as further specified and specifically approved in advance by Owner. Except as specifically approved in advance, limit construction operations to those methods and procedures which will not adversely affect occupied spaces and immediate surrounding area, including noise, dust, odors, water intrusion, visual distraction, physical hazards or other undesirable conditions.
- B. Indoor Air Quality: Contractor shall schedule work and provide temporary ventilation and/or isolation to insure that fumes from welding, other construction tasks, and out-gassing from construction materials do not migrate to occupied areas.
- C. All work that has a potential of disruption of operation of occupied spaces shall be carried out after normal tenant hours or during weekends, unless specifically approved by Owner, in writing, in advance. Contractor shall work with Owner to schedule and sequence the work to be carried out in the occupied spaces.

- D. Mechanical, electrical or plumbing outages shall not occur during normal tenant hours. All electrical outages and mechanical, plumbing or other utility outages shall only be scheduled after normal tenant hours, or on weekends.
1. No shut-down of any system shall occur until the Contractor has received Owner's permission in writing.

1.3 KEY SUBCONTRACTORS:

- A. General Contractor is required to provide a list of the key Subcontractors to the Owner prior to submitting his Bid. Upon Owner's approval of General Contractor's Key Subcontractors, General Contractor will not be allowed to make any substitutions subsequent to submittal of the List of Subcontractors without the express written consent of the Owner. If the work will not be sub-contracted, the General Contractor should be listed on this form and a Qualification Affidavit included where stipulated for the General Contractor's credential for the work covered, for example, hot applied rubberized-asphalt waterproofing system.

1.4 SEQUENCING PLAN AND SECURITY REQUIREMENTS:

- A. Sequencing plan: Contractor shall submit a plan of execution of the work that addresses safety and sequencing methods and timing, including the following:
1. The existing facility will remain in operation throughout the demolition and construction period.
    - a. Provide safe access for building occupants to all areas of the building during normal business hours (8:00 am through 5:00 pm). Public areas shall fully remain accessible during this time.
    - b. Segregate work areas from public and tenant areas by means of protective partitions and barricades as herein specified.
    - c. Protect occupied areas from dust, debris, water intrusions, overspray and damage by covering with non-staining, waterproof covers.
    - d. For areas requiring restricted access, perform demolition and construction after normal business hours; beginning after 6:00 pm and prior to 7:00 am and on weekends.
      - 1) Contractor shall submit date(s), time(s) and location(s) of work to be performed.
      - 2) For non-business hours work of construction personnel, coordinate security clearance with the Owner's building security.
    - e. Make mechanical and electrical connections without disruption of service to occupied areas or overloading of existing systems.
    - f. Work shall be sequenced in such a way that the Owner will be able to continue normal business operations for existing tenants.

2. Plan shall numerically show the sequence of work by which each area will be affected.
    - a. Indicate locations of barricades, dust and noise enclosures and protective coverings. Coverings shall include protection of each tenant's furniture and equipment.
    - b. Indicate access and egress to and from each area.
    - c. Indicate use of areas outside the work limits, including corridors, lobbies, elevators, loading dock and public thoroughfares.
  3. Submit safety and sequencing plan as marked up blue-line prints.
- B. Identification badges: Owner will provide photo identification badges for Contractor and Contractor's personnel.
1. The Contractor, Subcontractors and all construction and delivery personnel shall wear these photo identification badges on the site, throughout demolition and construction period. Badges shall be visible at all times.
  2. Badges shall be pin-on or clip-on type. Do not allow lanyard-type badges.
  3. Submit monthly list of badges issued to personnel each month. Submit at regular project meetings.
  4. Each badge shall contain the following information:
    - a. Photograph, full name and signature of badge-holder.
    - b. Badge-holder's employer name and contact.
    - c. Expiration date of badge.
  5. Personnel entering the site without proper identification badges will be required to leave the site.
- C. All workmen shall be fully clothed and shall exhibit acceptable behavior at all times. Association with building tenants shall be prohibited.
1. Contractor shall be responsible for the proper attire and actions of all workmen at all times. Any improper attire or actions by any person is cause for immediate dismissal of the offending person from the site and the project.
- 1.5 10<sup>TH</sup> FLOOR TERRACE AREAS:
- A. While demolishing and removing the existing terrace pavers and waterproofing system, and re-installing the new terrace waterproofing system, drains and pavers, ensure the existing tenants on the 9<sup>th</sup> Floor below are protected from all damage due to weather and water intrusion and odors or fumes.
- 1.6 DELIVERIES:
- A. Deliveries made during business hours, 7 am to 6 pm, are to be scheduled with the Owner, and coordinated to not disrupt or delay the Owner's deliveries.
  - B. For deliveries made after business hours, Contractor is to schedule the Owner's loading dock security personnel to be present.

1.7 PERMITS:

- A. The Contractor shall be solely responsible for obtaining all permits for sidewalk or street closings from the City of Atlanta.

1.8 CODES AND STANDARDS:

- A. The codes and standards referred to are minimum standards. Where requirements of these specifications and the accompanying drawings exceed those of the codes and standards, the drawings and specifications will be followed.

1.9 FIRE PREVENTION:

- A. Take adequate and reasonable precautions to protect Work against damage by fire and smoke.
1. Provide fire extinguishers in readily accessible locations.
  2. Periodically inspect fire extinguishers; remove discharged extinguishers immediately and replace with new or recharged extinguishers.
  3. Keep one operable fire extinguisher within ten (10) feet of any welding or open flame operations.
- B. Remove oil-soaked and paint-soaked materials, including paper and rags, from building daily, and more frequently as necessary, to eliminate danger of fire.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CUTTING AND PATCHING:

- A. All repairs shall be made as necessary to leave the building walls, floors and ceilings in their original condition, including all cutting, fitting and drilling of masonry, concrete, metal and other materials as specified or required for proper assembly, fabrication, installation and completion of all work under the contract, and including all patching as may be necessary.
- B. All provisions required to facilitate removal of existing equipment and installation of new equipment and repair thereof shall be the responsibility of the Contractor.

End of Section

SECTION 01312

PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY:

- A. Work described: This section defines requirements for project meetings, of such nature as relates to the overall project.
- B. Related work described elsewhere: A pre-construction conference relating to a specific trade or specific construction process or sequence is specified in the applicable section.

1.2 CONTRACTOR'S DUTIES:

- A. Scheduling and notification:
  - 1. Notify invited parties of meeting time and place at least 36 hours prior to meeting.
  - 2. Coordinate timing of progress meetings with Architect and Owner to coincide with progress of major divisions of work.
  - 3. Make physical arrangements for and preside over meetings.
- B. Administration:
  - 1. Prepare meeting agenda and distribute to invited parties at least 36 hours prior to meetings.
  - 2. Record and promptly distribute copies of minutes of significant proceedings and decisions of meetings.
  - 3. Prepare and distribute copies of construction progress schedules as originally issued or subsequently approved, marked to show current progress.

1.3 PRE-CONSTRUCTION CONFERENCE:

- A. Scheduling: A pre-construction conference shall be held at a location to be announced, prior to commencement of the Work.
- B. Attendance:
  - 1. Owner.
  - 2. Architect and invited consultants.
  - 3. Contractor.
  - 4. Major subcontractors as requested by Owner, Architect and Contractor.
  - 5. Representatives of separate contractors, when applicable.
- C. Minimum agenda:
  - 1. Distribute and discuss list of major subcontractors and material suppliers.
  - 2. Distribute and review insurance submittals.
  - 3. Distribute tentative construction progress schedule and submittals schedule, with discussion of critical work sequencing.
  - 4. Identify and designate responsible personnel.

5. Process and distribute field decisions, change orders and other Contract Documents.
6. Process required submittals, including shop drawings, samples and product data, and review Contractor's submittal schedules.
7. Establish procedures for maintaining required Record Documents and Maintenance Manuals.
8. Discuss use of site, including temporary offices, storage areas, erosion control and site use limitations and restrictions.
9. Discuss material and equipment deliveries, storage, protection and priorities.
10. Discuss security procedures and methods.
11. Discuss housekeeping procedures and methods.
12. Discuss special project requirements and conditions.

1.4 PROGRESS AND COORDINATION MEETINGS:

- A. Scheduling: Unless otherwise requested by Owner or Architect, a progress and coordination meeting shall be held twice monthly, at time determined by Owner, at job site.
- B. Attendance:
  1. Contractor, represented by Project Manager or Principal.
  2. Contractor's Project Superintendent.
  3. Subcontractors and material suppliers specifically invited, as applicable to the progress of the Work.
  4. Architect and invited consultants.
  5. Owner.
- C. Minimum agenda:
  1. Review minutes of previous meeting, with review of follow-up and work progress since previous meeting.
  2. Review field observations, problems and decisions.
  3. Identify problems and potential problems affecting project construction or anticipated progress.
  4. Review problems of materials delivery, off-site fabrication and subcontractor scheduling.
  5. Develop corrective measures and procedures to regain planned schedule when delays occur.
  6. Revise construction progress and submittals schedule to reflect actual progress.
  7. Review details of anticipated construction progress prior to next meeting.
  8. Review workmanship and maintenance of quality standards.
  9. Review proposed changes, including effect on construction progress schedule and completion date.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

End of Section

SECTION 01326

CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.1 SUMMARY:

- A. This section covers provisions for construction schedules and supplements provisions of the General Conditions.

1.2 FORM OF SCHEDULES:

- A. Prepare in form of "Critical Path Method" schedule for all portions of the Work.
1. Provide separate horizontal breakdown of each trade or operation.
  2. Order: Chronological order of beginning of each item of work.
  3. Identify each item of work:
    - a. By major specification section number.
    - b. By logically grouped activities.
  4. Horizontal time scale: Identify first work day of each week.
  5. Scale and spacing: Allow space for updating.

1.3 CONTENT OF SCHEDULES:

- A. Provide complete sequence of construction by activity:
1. Shop drawings, product data and samples:
    - a. Submittal data.
    - b. Status of each submittal relative to Contractor's Submittal Schedule.
  2. Decision dates for selection of finishes.
  3. Product procurement and delivery dates.
  4. Dates for beginning and completion of each element of construction.
- B. Show projected percentage of completion for each element of construction.
- C. Provide sub-schedules to define critical portions of work.

1.4 UPDATING:

- A. Show all changes since previous submittal of updated schedule.
- B. Indicate progress of each activity, show completion dates. Include the following:
1. Major changes in scope.
  2. Activities modified since previous updating.
  3. Revised projections due to changes.
  4. Other identifiable changes.
- C. Provide narrative report, including:
1. Discussion of problem areas, including current and anticipated delay factors and their impact.
  2. Corrective action taken, or proposed, and its effect.

3. Description of revisions:
  - a. Effect on schedule to change of scope.
  - b. Revisions in duration of activities.
  - c. Other changes that may affect schedule.

1.5 SUBMITTALS:

- A. Submit initial schedule at least five calendar days prior to pre-construction conference.
- B. Submit updated schedules accurately depicting progress to first day of each month.
- C. Submit one reproducible transparency for Architect's information.
- D. Distribute reviewed schedules to:
  1. Owner.
  2. Job site file.
  3. Subcontractors.
  4. Architect.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

End of Section

SECTION 01330

SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY:

- A. Definitions:
1. Submittals: General term including samples, shop drawings and product data, as applicable.
  2. Shop drawings: Drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
  3. Product data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
  4. Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B. Shop drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
- C. General provisions:
1. Provisions in this section are mandatory procedures for preparing and submitting samples, shop drawings and product data.
  2. Submittals shall be in orderly sequence and timed to cause no delay in the Work.
  3. Job delays occasioned by requirement of resubmission of samples, shop drawings and product data not in accord with Contract Documents are Contractor's responsibility and will not be considered valid justification for extension of Contract time.
  4. Commence no portion of work requiring submittals until submittal has been approved and stamped by Architect.
- D. Informational Submittals; (FIO): Submittals required to be submitted "For Architect's Information Only" (FIO), are required to demonstrate that Work complies with performance requirements of Contract Documents.
1. Calculations, certifications and test reports are submitted for record purposes and Architect's information only and will not be approved by Architect.
    - a. Include calculations and required information if not completely covered by load tables and products data.
  2. Information Submittals, if acceptable to Architect, will not be returned to Contractor.
  3. Submittals may be rejected for not complying with requirements.

1.2 SUBMITTAL SCHEDULE:

- A. At least five days prior to date of pre-construction conference, submit a list of all required submittals, by specification section. Indicate timing for submission of required submittals and relation to construction sequence.
- B. During course of the Work, maintain an updated submittal schedule showing status of all submittals. Provide copies for Architect's information at project meetings and at other times when requested.

1.3 SAMPLE PREPARATION:

- A. Prepare samples in sizes, shapes and finishes in accord with provisions of individual specification sections.
- B. Samples submitted for color, sheen or texture selection for approval shall be actual samples of the required material. Where a range of color, sheen or texture is anticipated or proposed, samples shall indicate full range proposed, from which Architect may select the exact range to be provided.
- C. Samples furnished under this section are not to be confused with full size, on-the-site "mock-ups" or "sample panels" called for in some specification sections.
- D. The number of samples submitted shall be the number required by Contractor, plus one which will be retained by Architect, unless otherwise indicated.
- E. Attach a tag to each sample, sized to accept Contractor's and Architect's stamps. Samples submitted to Architect shall have tag stamped with Contractor's stamp and appropriate action shall be indicated thereon.

1.4 SHOP DRAWING PREPARATION:

- A. Drawings shall conform to the following requirements:
  - 1. Number drawings consecutively.
  - 2. Indicate working and erection dimensions and relationships to adjacent work.
  - 3. Show arrangements and sectional views, where applicable.
  - 4. Indicate material, gauges, thicknesses, finishes and characteristics.
  - 5. Indicate anchoring and fastening details, including information for making connections to adjacent work.
  - 6. Contract documents prepared by the Architect and his consultants will not be acceptable as shop drawing submittals.
- B. Form: Submit three blue or black line bond prints of shop drawings.

1.5 PRODUCT DATA PREPARATION:

- A. Include product manufacturer's standard printed material, dated, with product description and installation instructions indicated. Product data may also contain test and performance data, illustrations and special details.

- B. Form: Number of copies submitted shall be the number required by Contractor, plus two which will be retained by Architect.
- C. Identify each product data item with specification section and paragraph number. Data not related to this project shall be deleted from manufacturer's standard product data.

1.6 INFORMATIONAL SUBMITTALS (FIO):

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit three copies of each submittal, unless otherwise indicated. Architect will not return copies.
  - 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 3. Test and Inspection Reports: Comply with requirements in Section 01458.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- H. Material Test Reports: Prepare reports written by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

- I. Preconstruction Test Reports: Prepare reports written by qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by qualified testing agency, or on comprehensive tests performed by qualified testing agency.
- M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Closeout Submittals Section.
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.

3. Sequence of installation or erection.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

1.7 CONTRACTOR'S REVIEW:

- A. Review for compliance with the Contract Documents, stamp with approval and submit to the Architect drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents or which are not required by the Contract Documents may be returned by the Architect without action.
- B. By approving and submitting submittals, Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

- C. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in shop drawings, product data, samples or similar submittals by the Architect's approval thereof.
- D. The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data, samples or similar submittals, to revisions other than those requested by the Architect on previous submittals.
- E. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- F. Where work is indicated "By Others," Contractor shall indicate responsibility for providing and coordinating such work, whether by Subcontractors or under separate contracts.
- G. Contractor agrees that submittals processed by Architect are not Construction Change Directives or Change Orders; that purpose of submittals by Contractor is to demonstrate that Contractor understands design concept; that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing fabrication and installation methods he intends to use.
- H. Contractor represents by submitting samples, shop drawings and product data that he has complied with provisions herein specified. Submissions made without Contractor's approval indicated thereon will be returned without being reviewed for compliance with this requirement.
- I. Date each submittal and indicate name of Project, Architect, Contractor, Subcontractor, as applicable, description or name of equipment, material or product, and identify location at which it is to be used in the Work.
- J. Accompany submittal with transmittal letter containing project name, Contractor's name, number of samples or drawings, titles and other pertinent data. Transmittal shall outline deviations, if any, in submittals from requirements of Contract Documents.
- K. Perform no portion of the Work requiring submittal and review of submittals until the respective submittal has been approved and stamped by the Architect. Such work shall be in accord with submittals bearing the Architect's stamp.

1.8 ARCHITECT'S REVIEW AND APPROVAL:

- A. Architect will review each submittal, mark it with appropriate action, and return it to Contractor with reasonable promptness, except where it must be held for coordination and the Contractor is so advised. Submittals will be marked by Architect as follows:
1. "Approved" indicates the submittal has been reviewed for conformance with design and no exceptions are taken. Proceed with the work.
  2. "Approved as Noted" indicates Contractor may proceed with the work as noted. All submittals must be "Approved" or "Approved as Noted" before issued for field use.
  3. "Revise and Resubmit" or "Not Approved" indicates submittal to be revised and resubmitted for review prior to proceeding with the work or that submittal does not comply with Contract Documents.
- B. Architect's review, approval or other appropriate action is only for checking for conformance with information given and the design concept expressed in the Contract Documents. Architect's approval of a specific item shall not indicate approval of an assembly in which the item is a component.
- C. Architect's review of Contractor's submittals shall not relieve Contractor of responsibility for deviation from requirements of Contract Documents unless Contractor has informed Architect in writing of such deviation at time of submission and Architect has given written approval to the specific deviation. Architect's review shall not relieve Contractor from responsibility for errors or omissions in submittals.
- D. Submittals required to be submitted "For Architect's Information Only" are required to demonstrate that the Work complies with performance requirements of the Contract Documents. Such submittals, if acceptable to Architect, will not be returned to Contractor.
- E. Architect will return one reproducible copy of reviewed shop drawings for printing and distribution by Contractor.

1.9 RESUBMISSION:

- A. Make corrections and changes indicated for unapproved submittals, and resubmit in same manner as specified above until Architect's approval is obtained.
- B. On resubmittal transmittal, direct specific attention to revisions other than corrections requested by Architect on previous submittals, if any.

1.10 DISTRIBUTION:

- A. Contractor is responsible for obtaining and distributing copies of submittals to his subcontractors and material suppliers after, as well as before, final approval. Prints of reviewed shop drawings shall be made from transparencies which carry the Architect's appropriate stamp.

Fulton County Government Center  
10<sup>th</sup> Floor Terraces Waterproofing  
SG-05460FULTON  
SBA-05197

01330-8  
Submittals

- B. For duration of project, Contractor shall maintain a file of approved submittals which shall be delivered to Owner as a part of project closeout documents.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

End of Section

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 FACILITIES:

- A. Temporary offices: Provide sufficient space for Contractor's personnel.
  - 1. Provide temporary office facilities complete with lighting, heating, air conditioning and telephone service.
  - 2. Location of temporary office shall be subject to Owner's and Architect's acceptance.
  - 3. Provide office space complete with desk, layout board, chair, four-drawer file cabinet and plan rack for Architect's use.
- B. Temporary storage facilities: Provide weathertight storage sheds with raised floors. Sheds shall be of type and size required by storage conditions. Locations and adequacy of storage facilities shall be subject to Architect's acceptance.
- C. Storage and staging areas: Owner will provide limited area(s) within the building for the Contractor's use to store materials and maintain a project office. The area(s) to be provided are limited and will be identified at time of initial inspection of existing facilities.
- D. Parking: Owner will not provide parking spaces for the Contractor or Contractor's employees, except for vehicles which are loading or unloading goods, equipment, supplies and materials in the loading area. Contractor shall not block the loading dock area or permit its employees to park in this area.
- E. Signs: No project or advertising signs of any description will be allowed. Contractor shall provide directional and warning signs at protective barricades to assure safe passage of pedestrians in and near areas of work.

1.2 TEMPORARY UTILITIES:

- A. Electrical service: Electrical power service of existing voltage and amperage may be obtained from Owner's present facility at no cost to Contractor. Contractor shall be responsible for making connections to Owner's service and for extensions of service. Contractor shall provide additional higher voltage power service and pay all costs for such power, including connections and extensions, if required by him for construction purposes.
- B. Temporary lighting; provide the following minimum light levels for construction purposes:
  - 1. General construction and safety lighting: Five foot-candle.
  - 2. Finishing work and testing: 25 foot-candle.

- C. Temporary heat and ventilation:
1. Provide temporary heat in enclosed spaces to provide minimum temperatures of 40 degrees F. until the time that finishing work begins.
  2. After building is enclosed and installation of finishes begins, maintain spaces in a temperature range of 60 degrees F. to 80 degrees F. at all times, except as may otherwise be required by product manufacturers for proper product installation and performance. Maintain until Date of Substantial Completion.
  3. Maintain relative humidity in a range of 50% to 65% in enclosed spaces after building is enclosed and installation of finishes begins, except as may otherwise be required by product manufacturers for proper product installation and performance. Maintain until Date of Substantial Completion.
  4. Provide ventilation to prevent accumulation of dust, fumes or gases and to cure materials and disperse humidity.
- D. Telephone service: Provide temporary telephone service to temporary offices for duration of project. Pay costs of installation and for local service.
- E. Water: Water for construction purposes may be obtained from Owner's present facility. Contractor shall be responsible for extending lines from source and for making connections.
- F. Sanitary toilet facilities: Provide and maintain temporary toilet facilities for construction personnel.
1. Permanent new facilities may not be used by personnel.
  2. Sanitary facilities shall meet standards of International Building Code.
- G. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
1. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, assume full responsibility for placing systems in like-new operational status, including replacement of worn parts and cleaning or replacement of pumps, traps, screens and filters before offering Work for acceptance.

### 1.3 TEMPORARY ELEVATOR AND HOIST EQUIPMENT:

- A. Elevator and hoist equipment:
1. Contractor may use one designated existing service elevator for vertical transportation of personnel, interior materials and equipment. The service elevator will be used during normal hours of operation by Building Tenants. Contractor shall coordinate use of the Service Elevator with Building Manager.
  2. Elevator will be available for Contractor's use off-hours on Monday through Friday and any time on Saturday, Sunday and holidays, upon receipt of Owner's written approval. Contractor shall schedule use with building security.
  3. Contractor shall not restrict use of service elevator to prevent use by others so authorized or by building occupants.

4. Do not overload elevator, hoisting equipment or off-loading areas with materials.
5. Contractor shall make elevator available to separate contractors at Owner's request.

- B. Temporary hoist and staging equipment: Provide temporary equipment for transportation of personnel and equipment for exterior terrace materials and personnel.
1. Provide protection devices for building during equipment use.
  2. Do not overload building structural system with temporary equipment; do not overload hoisting equipment or staging.
  3. Use of building elevators for transporting personnel, exterior building materials and equipment for 10<sup>th</sup> Floor Terraces is prohibited.

1.4 SECURITY:

- A. Security lighting: Provide temporary security lighting for site and structures until permanent building site lighting is installed and in operation on a normal basis.
- B. For off-hours work of construction personnel, coordinate security clearance with the Owner's building security. Security clearance is required for work performed during holidays and at times other than 8:00 A. M. to 5:00 P. M., Monday.

1.5 BUILDING ACCESS:

- A. The Contractor shall generally be prohibited from entering areas of the building except where work is in progress. Access to roofs through the building shall be coordinated with the Architect. Work and access shall cause as little disruption to building occupants as possible.
- B. Schedule the Work and arrange material storage in a manner which leaves the project site as unencumbered as possible. Provide temporary barriers and enclosures, and maintain the site in clean condition. Loading dock areas shall not be blocked.
- C. The Contractor shall be responsible for correcting damages to the building caused by his work or passage. Soiled or damaged materials shall be replaced or repaired to satisfaction of the Owner.
- D. The limits of construction shall be maintained at all times.

1.6 SPECIAL PROTECTION REQUIREMENTS:

- A. Protect buildings and building components from damage, staining or defacing due to the Work. Correct or replace damaged materials or finishes to satisfaction of the Owner.

- B. Protect landscape planting from damage, including toxic overspray or run-off from cleaning materials. Damaged or ruined planting shall be replaced by the Contractor with plants of identical variety, size and configurations. Replace damaged ground cover materials to match existing.
- C. Provide protective enclosures at building entrances and exterior walkways to protect building occupants. Enclosures shall include protection from cleaning and applied materials. Coordinate placement and location of all protective enclosures with Owner. Building entrances and exits shall not be made inaccessible unless approved in advance by Owner and local fire officials.
- D. Control surface water and drainage during the course of construction. Provide equipment and materials to safely remove drainage water from the site. Dispose of drainage water in a manner to prevent damages to any portion of the site or adjacent sites.
- E. Provide methods, means and facilities to prevent pollution and contamination of water and air. Enact emergency measures to contain spills, to prevent toxic chemical releases and to remove pollution and contaminated materials.
- F. Drives shall not be blocked to extent of restricting vehicular access, and parking area restrictions shall be kept to a minimum. Barriers and restrictions shall be approved in advance by the Owner. Do not work with materials subject to being wind blown during times of high winds.
- G. Protect building from rain or water leakage during the course of the Work. Do not open joints and roof areas to extent that openings cannot be protected from inclement weather. Openings shall not be left unprotected overnight.

1.7 RELOCATION AND REMOVAL:

- A. Relocate temporary facilities during construction as required by progress of the Work and as directed by Architect at no additional cost to the Owner.
- B. At completion of the Work or at the time of permanent utility connections, as applicable, remove temporary facilities, including connections and debris resulting from temporary installation.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

End of Section

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 HAZARDOUS SUBSTANCES:

- A. The intent of the Contract Documents is to exclude all materials which contain known hazardous substances, including materials containing asbestos, polychlorinated biphenyl (PCB), or any other known substances determined to be a health hazard by the United States Environmental Protection Agency (EPA) and other recognized agencies. In studying the Contract Documents and at any time during execution of the Work, the Contractor shall at once report to the Architect any materials containing hazardous substances that he may discover. Do not proceed with installation of materials containing known hazardous substances.
- B. Where products are specified by product, by manufacturer, by reference standard or in descriptive manner without manufacturer's name, model number or trade name, Contractor shall select materials meeting specified requirements which do not contain known hazardous substances in any form.
- C. In making requests for substitution, Contractor shall be responsible for determining that materials requested for substitution are free of known hazardous substances in any form.

1.2 QUALITY ASSURANCE:

- A. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on exterior.
  1. Labels: Locate required product labels and stamps on concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.
  2. Equipment Nameplates: Provide permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. Nameplate shall contain following information and other essential operating data:
    - a. Name of product and manufacturer.
    - b. Model and serial number.
    - c. Capacity.
    - d. Speed.
    - e. Ratings.

- F. Visual Matching: Where Specifications require matching an established sample, Architect's decision will be final on whether a proposed product matches satisfactorily.

2.2 CONTRACTOR'S OPTIONS:

- A. For products specified only by reference standard or description, provide any product meeting specifications.
- B. For products specified by naming one or more products or manufacturers, no substitutions will be permitted, provide one of named products.
- C. Where particular items of materials, products, equipment, assemblies, and mechanical or electrical equipment are specified in Division 2 thru Division 16 as products of certain named manufacturers, products of only those named manufacturers are acceptable. Certain specified construction and equipment details may not be regularly included as part of every named manufacturer's standard catalog equipment, materials, products, or assemblies, but shall be provided by the manufacturer as required for the proper functioning of the equipment. The Contractor shall assume full responsibility to assure that the selected manufacturer provides equipment conforming to indicated and specified requirements. Reasonable minor variations in equipment due to manufacturing methods are expected and will be acceptable; however, indicated and specified performance and material requirements are minimum and all deviations are to be brought to Architect's attention prior to submission, fabrication, and beginning of installation of products, materials, or assemblies. The Architect reserves the right to determine equality of equipment that deviates from any of the indicated and specified requirements.
- D. Naming any manufacturer does not imply approval of that manufacturer's nonconforming products.
- E. The Contractor shall include in the Work; the materials, products and equipment named in the Contract Documents by trade name, proprietary name or manufacturer's catalog numbers, including all specified modifications thereto unless proposed substitutions are approved in writing by the Architect prior to award of the Contract. After execution of the Contract, the Contractor shall provide only those materials, products and equipment named in the Contract Documents and approved substitutions therefor for inclusion in the Work, except as provided herein.

**PART 3 - EXECUTION**

3.1 SUBSTRATE CONDITIONS:

- A. Verify and obtain substrate conditions, tolerances and material alignments to receive applied or attached materials and construction.

- B. Substrates shall be sound, clean, dry and free of imperfections and conditions which would be detrimental to receipt of applied materials and finishes.
- C. Align materials to give smooth, uniform surface planes within specified tolerances and straight, level and plumb surfaces.
- D. Inspect substrates prior to installation of applied materials and finishes. Correct unacceptable conditions prior to proceeding with work.
- E. Existing subsurfaces receiving new finishes shall have existing finish removed or, if sound, prepared in accord with manufacturer's product data to receive new specified finish.

3.2 FINISHED SURFACES:

- A. Finished surfaces shall be clean, uniform and free of damages, soiling or defects in material and finish.
- B. Finished surfaces shall match color and texture of samples provided or approved by Architect.
- C. Protection:
  - 1. Protect finished surfaces from damage and soiling during application, drying or curing, as applicable.
  - 2. Provide temporary protective coverings or barriers required.

3.3 WORKMANSHIP:

- A. Follow manufacturer's instructions. When instructions are in conflict with Contract Documents, make request for clarification before proceeding. Maintain copy of manufacturer's instructions at Project site.
- B. Comply with industry standards except when specified tolerances indicate more rigid standards or more precise workmanship. Perform Work by persons qualified to produce workmanship of specified quality.
- C. Join materials to uniform, accurate fit to meet with straight lines free of smears and overlaps. Install exposed materials appropriately level, plumb, and at accurate right angles or flush with adjoining materials. Attach materials with sufficient strength, number, and spacing of attachments that will not fail until materials joined are broken or permanently deformed.

3.4 INSTALLATION OF PRODUCTS:

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

Fulton County Government Center  
10<sup>th</sup> Floor Terraces Waterproofing  
SG-05460FULTON  
SBA-05197

01600-6  
Material and Equipment

3.5 CLEANING AND PROTECTION:

- A. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- B. Protection:
  - 1. Protect finished surfaces from damage and soiling during application, drying or curing, as applicable.
  - 2. Provide temporary protective coverings or barriers required.

End of Section

SECTION 01630

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 PRODUCT OPTIONS AND SUBSTITUTIONS:

- A. Products are specified by reference standards, performance and manufacturer's name and model number or trade name.
1. When specified only by reference standard or performance, Contractor may select any product meeting specified standards or performance requirements, by any manufacturer.
  2. When several products or manufacturers are specified as being acceptable, Contractor has the option of choosing among those named.
  3. When one product or manufacturer is specified or indicated as the "basis of design", "basis of selection" or "scheduled", Contractor shall bear costs associated with changes required for application or installation of other products or assemblies.
  4. When proprietary products are specified, substitutions will be allowed only by substitution provisions specified herein, unless it is specifically stated that no substitutions are allowed.
- B. If it is desired to use products different from those indicated in the Contract Documents, the party requesting the substitution shall make written application on form provided at the end of this section and as described herein. The burden of proving equality of proposed substitutions rests with the party making the request for substitution.
1. Requests for substitution will be considered by Architect in accord with the following:
    - a. Requests will be considered from Contractor only, following contract award.
    - b. Contract sum shall be based only on products and systems specified in the Contract Documents.
    - c. Requests for substitution shall be made in a timely manner such that progress of the Work will not be adversely affected if substitution is unacceptable.
    - d. Substitution requests shall precede and shall not be made as a part of shop drawings or product data submittals.
  2. Requests for substitution shall be accompanied by such technical data and samples as the party making the request desires to submit. Architect will consider reports from independent testing laboratories, verified experience records from previous users, and other printed or written information valid in the circumstances.
  3. Requests for substitution shall indicate in what respects proposed materials or products differ from those specified and the effect on interfacing or related work.
  4. Requests for substitution shall be accompanied by the manufacturer's dated product data describing the installation, use and care, as applicable, of proposed substitution. Include reference standards, test data and clarification drawings.

1.4 PROJECT/SITE CONDITIONS:

- A. During the course of the work, Contractor shall maintain the project and all permanent materials, equipment and finishes to be free of leaks, moisture, moisture vapor intrusion and other environmental conditions that could prove to be hazardous during and after construction operations.
1. Should permanent materials, equipment or finishes become damp or wet, adhere to strict ASHRAE standards for elimination of moisture, moisture vapor and damp and wet elements.
  2. If potentially hazardous conditions are observed or suspected, Contractor shall suspend operations, shall notify Owner and Architect in writing, and shall investigate, perform testing and remedy hazardous conditions.
  3. Do not proceed with additional work until these conditions and materials are corrected.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION/MATERIALS:

- A. Use materials and equipment that are new and of quality suited to use intended, suitable for function intended, and plainly labeled and delivered to Project site in original unopened containers when nature of materials is suitable for containers.
- B. The intent of the Contract Documents is to exclude all materials which contain known hazardous substances, including materials containing asbestos, polychlorinated biphenyl (PCB), or any other known substances determined to be a health hazard by the United States Environmental Protection Agency (EPA) and other recognized agencies. In studying the Contract Documents and at any time during execution of the Work, the Contractor shall at once report to the Architect any materials containing hazardous substances that he may discover. Do not proceed with installation of materials containing known hazardous substances.
- C. Where products are specified by product, by manufacturer, by reference standard or in descriptive manner without manufacturer's name, model number or trade name, Contractor shall select materials meeting specified requirements which do not contain known hazardous substances in any form.
- D. In making requests for substitution, Contractor shall be responsible for determining that materials requested for substitution are free of known hazardous substances in any form.
- E. Compliance with Standards, Codes and Regulations: Where Specifications only require compliance with an imposed code, standard or regulation, select product that complies with standards, codes or regulations specified.

- B. Mock-ups: Mock-ups, as described in individual Specifications Sections, must be installed and approved/accepted by Architect prior to beginning manufacture/fabrication of items. Architect's approval of submittals shall not relieve Contractor and manufacturer/fabricator of responsibility of obtaining Architect's approval and acceptance of mock-ups prior to manufacturer/fabricator proceeding with fabrication of items. Architect's approval of mock-ups may result in deviations and changes to Architect's original design.

1.3 DELIVERY, STORAGE AND HANDLING:

- A. Requirements of this section are general in nature. Refer to individual specification sections for additional specific requirements.
- B. Deliver manufactured products to project site in manufacturer's original packaging with labels and seals intact. Labels shall indicate manufacturer and product name, description, mixing and application instructions. Where applicable, labels shall indicate fire resistive classifications.
- C. Inspect materials upon delivery to ensure proper material, color, type and quantity.
- D. Prevent corrosion, soiling or breakage of materials or contact with deleterious materials.
- E. Handle materials and equipment to prevent damage, deterioration or contamination. Install no materials which are physically damaged or stained prior to time for installation.
- F. Flammable or hazardous materials:
  - 1. Store minimum quantities in protected areas.
  - 2. Provide appropriate type fire extinguishers near storage areas.
  - 3. Observe manufacturer's precautions and applicable ordinances and regulations.
- G. Comply with instructions and recommendations of manufacturer's product data for product storage and handling.
- H. Comply with manufacturer's product data in all aspects of basic material usage, handling, installation and substrate preparation, except where more stringent requirements are specified.

5. Requests for substitution shall be accompanied by complete cost data indicating material cost, installed cost and savings, if any, resulting from proposed substitution.
  6. Determination as to acceptability of proposed substitutions will be made based only on data submitted.
  7. Contractor shall coordinate installation of accepted substitutions with interfacing work, bearing re-design costs and making approved changes in the Work to properly incorporate the substitutions, and shall waive all claims for additional costs related to use of acceptable substitutions which become apparent following acceptance.
  8. Contractor shall be responsible for payment of time for research, evaluation, selection and re-design costs incurred by Architect and his consultants for substitutions.
- C. The appropriate contract modification will be issued to Contractor if a proposed substitution is accepted by Architect. Response regarding non-acceptance will also be given Contractor. Contractor shall be responsible for furnishing materials and products in accord with the Contract Documents unless requests for substitutions are received and accepted as described above.
- D. In the event that specified items cannot be delivered to the job site and incorporated into the Work at such times and in such quantities as to cause no delay, then Contractor may request a substitution in the manner described above. Should the accepted substitution provide a cost savings, the Contract price will be adjusted by Change Order, with Owner receiving the benefit of the net savings. No increase in the Contract price will be allowed on substitutions made after the award of Contract, except where the Contractor can verify a timely placement of orders appropriate to the materials and conditions involved.
- E. Inability to obtain specified items due to Contractor's failure to place timely orders will not be considered reason for authorizing substitutions.

End of Section (Attached: Substitution Request Form)

SUBSTITUTION REQUEST FORM

NOTE: This form is for use by Prime Construction Contractor only.  
Submittals by others will be returned with no response.

PROJECT: FULTON COUNTY GOVERNMENT CENTER, 10<sup>TH</sup> FLOOR TERRACES  
WATERPROOFING

LOCATION: 141 PRYOR STREET, ATLANTA, GA

OWNER: FULTON COUNTY GENERAL SERVICES/FACILITY CONSTRUCTION  
ATLANTA, GA 30303

DATE: \_\_\_\_\_

We hereby submit for your consideration the following substitution  
instead of the item specified or shown on the drawings:

Section:            Paragraph:            Specified Item:

\_\_\_\_\_

Proposed Substitution:

\_\_\_\_\_

Attach complete product data, drawings and descriptions of product,  
with fabrication and installation details. Provide laboratory tests  
if applicable.

Provide sample, if applicable. Indicate if sample will be provided  
under separate cover.

Include complete information on changes to drawings and/or  
specifications that proposed substitution will require for its proper  
installation.

Fill in blanks below: (Include attachments if space is insufficient.  
Failure to provide information will void submittal.)

- A. Reason(s) for proposed substitution: (check all that apply):
- 1. Request is equivalent to product/material/ assembly specified. (Note: Attach technical documentation.)
  - 2. Specified product or method cannot be provided within the Contract Time. (Note: This request will not be considered if the product or method cannot be provided as a result of the Contractor's failure to pursue the work promptly, or to coordinate the various activities properly, or if the Contractor fails to place timely orders.)
  - 3. Specified product or method cannot receive necessary approval by a governing authority, and the Contractor certifies that the requested substitution can be approved.
  - 4. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting redesign and evaluation costs and the increased cost of other work by the Owner or separate contractors, and similar considerations.

- 5. Specified product or method cannot be provided in a manner which is compatible with other materials of the work, and the Contractor certifies that the substitution will overcome the incompatibility.
- 6. Specified product or method cannot be properly coordinated with other materials in the work, and the Contractor certifies that the proposed substitution can be properly coordinated.
- 7. Specified product or method cannot receive a warranty as required by the Contract Documents, and the Contractor certifies that the proposed substitution can receive the required warranty.

B. Does the substitution affect dimensions or details shown on drawings:

- No.
- Yes. (Attach marked up prints of drawings showing changes required.)

C. What effect does the substitution have on other trades?

---

---

D. Compare significant qualities of proposed substitution with those of work or product originally specified or shown on drawings. Include elements such as size, weight, durability, performance, visual effect, etc.

---

---

E. Coordination information. Include all changes required in other elements of the work in order to accommodate the substitution, including work performed by the Owner or separate contractors.

---

---

F. State effect the substitution will have on the work schedule in comparison to the schedule which would prevail without the proposed substitution. State the effect of the proposed substitution on the Contract Time.

---

---

G. Provide complete cost information, including a proposal of any net change in the Contract Amount.

---

---

Fulton County Government Center  
10<sup>th</sup> Floor Terraces Waterproofing  
SG-05460FULTON  
SBA-05197

01630-5

Product Options and Substitutions

H. Manufacturer's warranties of the proposed and specified items are:

Same  Different (explain on attachment)

The Undersigned Contractor certifies its opinion that, after thorough evaluation, the proposed substitution will result in work that in every significant respect will be equivalent to or superior to the work required by the original Contract Documents and that it will perform adequately in the application indicated. Rights to additional payment or time because of failure of the substitution to perform adequately are hereby waived.

The Undersigned hereby agrees to pay in full for any changes to design, including detailing and engineering costs caused by the requested substitution.

Submitted by: NOTE: Submittal void and will be discarded if unsigned or if signed by entity other than General Construction Contractor.

Signature: \_\_\_\_\_  
(Contractor's Authorized Representative)  
\_\_\_\_\_  
(Title)

Contractor's Firm Name: \_\_\_\_\_

Date: \_\_\_\_\_

For use by Architect:

Accepted  Accepted as Noted  
 Not Accepted  Received Too Late

By: \_\_\_\_\_

Date: \_\_\_\_\_

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

End of Form

SECTION 01740

CLEANING UP

**PART 1 - GENERAL**

1.1 GENERAL REQUIREMENTS:

- A. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, remove waste materials and rubbish, tools, construction equipment, machinery and surplus materials, from and about the project. Turn over to Owner at Date of substantial Completion those tools, construction equipment, machinery and surplus materials specifically required by Contract Documents to be left for Owner's maintenance.
- B. If Contractor fails to keep project clean or to clean up prior to Date of Substantial Completion, the Owner may do so as provided in the General Conditions, and the cost shall be charged to the Contractor.

**PART 2 - PRODUCTS**

2.1 MATERIALS:

- A. Provide cleaning products to suit individual cleaning needs for materials, equipment and surfaces to be cleaned, and meeting following general requirements:
  - 1. Product, or products, do not create hazards to health.
  - 2. Will not scratch, mar, stain, discolor or otherwise damage Work or any portion thereof.
  - 3. Are recommended by manufacturer of surface material to be cleaned.
- B. Provide brooms, rakes, vacuum cleaners, tools, equipment, buckets, pails, clean cloths and incidentals necessary for proper application and removal of cleaning materials and for execution of interior and exterior cleanup operations.

**PART 3 - EXECUTION**

3.1 DISPOSAL REQUIREMENTS:

- A. Store volatile waste in covered metal containers. Remove from project site daily.
  - 1. Allow no volatile wastes to accumulate on project site.
  - 2. Provide adequate ventilation during use of volatile substances.
- B. Do not burn or bury waste materials or rubbish on project site. Comply with governmental and environmental regulatory requirements for disposal of waste.

- C. Dispose of no volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains, on pavements, in gutters or on project site.
- D. Dispose of no waste or cleaning materials containing materials harmful to plant growth on project site. As quickly as possible, clean up materials which are accidentally spilled.

### 3.2 CLEANUP DURING CONSTRUCTION:

- A. Execute cleaning procedures to ensure that building, project site and adjacent properties are maintained free from debris and rubbish.
- B. Throw no waste materials from heights.
- C. Provide covered on-site containers for waste collection. Place all waste materials and rubbish in containers in an expeditious manner to prevent accumulation. Remove waste from project site when containers become full.
- D. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off project site.
- E. Dispose of no materials in waterways.
- F. Clean and maintain interior spaces in a "broom clean" state until Date of Substantial Completion. Protect newly finished and clean surfaces from contamination during cleaning operations.
- G. Allow no accumulation of debris contributing to survival or spread of rodents, roaches or other pests.
  - 1. On a daily basis, remove debris containing food scraps.
  - 2. Contractor shall be responsible for securing services of a pest exterminator at no additional cost to the Owner.

### 3.3 FINAL CLEANUP:

- A. Clean all finished surfaces in accord with manufacturer's product data and requirements specified in trade sections, prior to Date of Substantial Completion. All general and specific cleaning shall be performed prior to Contractor's request that the project or portion thereof be inspected for Substantial Completion.
- B. Remove manufacturer's labels, tags, stickers and unauthorized identification markings from finished surfaces.
  - 1. Do not remove permanently affixed nameplates, instructions, markings, Underwriters Laboratories labels and approval stickers, Factory Mutual approval stickers and other identifying markings required by federal, state and local codes, ordinances and regulations.
- C. Remove spots, marks, dirt, mud and dust from exposed interior and exterior finished surfaces.

- D. Sweep concrete floors not less than broom clean; vacuum where necessary to remove excessive dust; thoroughly clean other hard surfaced floors.
- E. Sweep exterior paved surfaces broom clean.
- F. Thoroughly clean all items of mechanical and electrical equipment; remove excess oils and grease from exposed surfaces.
  - 1. Clean permanent filters and replace disposable filters if ventilating units were operated during construction.
  - 2. Clean ducts, blowers and coils if units were operated without filters during construction.
- G. Clean Project site, in area disturbed by construction activities, of rubbish, waste material, litter, and other foreign substances.
- H. Remove tools, construction equipment, machinery, and surplus material from Project Site.
- I. Remove debris and surface dust from limited access spaces, including plenums and similar spaces.
- J. Sweep concrete floors broom clean in unoccupied spaces.
- K. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use.

3.4 INSPECTION:

- A. Prior to occupancy by Owner of any designated portion of Work, conduct inspection in presence of Owner to verify Work is properly clean and ready for acceptance by Owner.

End of Section

SECTION 01780

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. Closeout includes general requirements in preparation for Final Completion and Final Payment. Closeout is directly related to "Substantial Completion" and may be a single time period for entire work or a series of time periods for parts of the Work accepted as substantially complete.

1.2 PREREQUISITES TO SUBSTANTIAL COMPLETION:

- A. Prior to requesting Architect's certification of Substantial Completion, complete the following and list all known exceptions.
1. If Substantial Completion is being requested for a portion of the Work, define such portion.
  2. Submit application for payment:
    - a. Submit sworn statement indicating 100 percent completion of the work claimed as "Substantially Complete".
    - b. List incomplete items, value of incomplete work, and reasons for being incomplete.
    - c. Include documentation for completion.
  3. Indicate accounting changes to Contract Sum.
  4. Submit for that portion of the Work:
    - a. Specific warranties.
    - b. Workmanship/maintenance bonds.
    - c. Maintenance agreements.
    - d. Final certifications.
    - e. Record drawings.
    - f. Maintenance manuals.
    - g. Project photographs, if pertinent to project activities.
    - h. Damage or settlement survey.
  5. Obtain and submit releases enabling:
    - a. Owner's use of the Work.
    - b. Access to services and utilities.
    - c. Occupancy permits.
    - d. Operating certificates.
  6. Advise Owner of pending insurance change-over requirements.
  7. Obtain and submit operating certificates, final inspection/test certificates, and similar releases enabling Owner's full and unrestricted use of the work and access to services and utilities.
  8. Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.
  9. Make final change-over of locks and transmit keys to Owner, and advise Owner's personnel of change-over in security provisions. Tag each key to indicate which lock key operates. Accompany keys with final hardware schedule, as specified in Finish Hardware section.
  10. Complete start-up testing of systems and instruction of Owner's operating/maintenance personnel.
  11. Touch-up and otherwise repair and restore marred exposed finishes.

- B. Observation procedures:
1. Upon receipt of Contractor's request, Architect will either proceed with observation or advise Contractor of prerequisites not fulfilled.
  2. Following initial observation, Architect will either prepare Certificate of Substantial Completion or advise Contractor of work which must be performed prior to issuance of certificate.
  3. Re-observe when requested and assured Work has been substantially completed.
  4. Results of completed observation will form initial "punch list" for final acceptance.

1.3 PREREQUISITES TO FINAL ACCEPTANCE:

- A. General: Prior to requesting Architect's observation for certification of Final acceptance and Final payment, complete the following. List known exceptions.
1. Indicate accounting changes to Contract Sum.
  2. Submit Final Application for Payment with:
    - a. Final releases.
    - b. Supporting documentation not previously submitted and accepted.
    - c. Certificates of insurance for Products and Completed Operations where required.
  3. Submit copy of Architect's Final Punch List. Contractor shall certify each item has been completed or resolved for acceptance.
  4. Submit final meter readings for utilities.
  5. Submit:
    - a. Specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents not submitted at time of Substantial Completion.
    - b. Record drawings and maintenance manuals not submitted at time of Substantial Completion.
    - c. Final project photographs.
  6. Submit consent of surety.
  7. Finishes manual:
    - a. Assemble a manual bound in hard cover binders, presenting for Owner's guidance full details of all finish materials used in the building including care and maintenance.
    - b. Include a list of all finishes and their product names, numbers, colors, and cleaning and maintenance data. Include a list of installers and service representatives with company names and addresses, names of individual contacts, and telephone numbers.
    - c. Submit documents in suitable transfer cases indexed and marked for each division of the Work.
  8. Submit executed contracts for extended maintenance or service required by the Contract Documents to Architect for transfer to Owner.
  9. Revise and submit evidence of final (continuing) requirements.
  10. Complete final clean-up.

- B. Re-observance procedure:
1. Upon receipt of contractor's Notice that Work has been completed, including punch list items and excepting incomplete items delayed because of acceptable circumstances, Architect will observe work.
  2. Upon completion of observation, Architect will either prepare certificates of Final Acceptance or advise Contractor of work not completed or obligations not fulfilled.
  3. If necessary procedure will be repeated.

1.4 RECORD DOCUMENT SUBMITTALS:

- A. General:
1. Unless otherwise required, furnish three complete sets of required documents.
  2. Do not use required documents for construction purposes.
  3. Protect from deterioration and loss in a secure fire resistive location.
  4. Provide access to record documents.
- B. Record drawings:
1. Maintain a blueline set of Contract Drawings and shop drawings in clean, undamaged condition.
  2. Mark up variations in the Work as originally shown.
  3. Mark the drawing most capable of showing field condition.
  4. Where shop drawings are used for mark-up, cross reference with Contract Drawings.
  5. Mark with red erasable pencil and, where feasible, use other colors to distinguish categories of work.
  6. Mark up new information of importance not shown on Contract Drawings or shop drawings.
  7. Record work covered by subsequent construction or requiring the removal of finish material should maintenance be necessary.
  8. Note related Change Order numbers where applicable.
  9. Organize Record Drawing sheets into manageable sets. Identify each set.
  10. At completion of project, provide the following:
    - a. One full set of reproducible prints marked and noted with all variations and revisions. Provide reproducibles and two additional sets of prints made from the reproducibles.
    - b. Electronic copy of scanned documents marked and noted with all variations and revisions. Provide in pdf format, on CDs.
    - c. Indicate prints of drawings as Record Drawings.
- C. Record Project Manual:
1. Maintain one copy of Project Manual, including addenda, Change orders, and similar modifications.
  2. Mark up variations occurring in actual work.
  3. Record substitutions and selection of options.
  4. Cross reference with other documents.
  5. Where feasible, mark up variations on blank left-hand pages of Project Manual, opposite original text.

- D. Record product data:
  - 1. Maintain one copy of each Product Data Submittal.
  - 2. Mark up significant variations in the actual work.  
Include:
    - a. Variations in product as delivered to site.
    - b. Variations from manufacturer's instructions and recommendations for installation.
  - 3. Cross-reference with Change Orders and mark up Record Drawings and Specifications.
  
- E. Record sample submittal: Immediately prior to Date(s) of Substantial Completion, Architect will meet with Contractor at site, and determine which, if any, samples to be transmitted to Owner. Comply with Architect's instructions for packaging, identification marking, and delivery to Owner's sample storage place. Dispose of other samples.
  
- F. Maintenance and operating manuals:
  - 1. Organize maintenance and operating information into sets of manageable size. Manuals divisions shall match organization and location of specification sections indicated in Project Manual.
  - 2. Bind into heavy duty 3-ring binders, minimum 2" size, permanently identified and indexed with thumb tabs.
  - 3. Include:
    - a. Name of project, nature of information, Contractor/subcontractor and name and address of local parts supplier and service organization.
    - b. Emergency instructions.
    - c. Spare parts listing.
    - d. Warranties.
    - e. Wiring diagrams.
    - f. Recommend turn-around cycles.
    - g. Inspection procedures.
    - h. Applicable shop drawings.
    - i. Applicable product data.
  
- G. Miscellaneous record submittals:
  - 1. Refer to other sections of these specifications for requirements of miscellaneous record-keeping and submittals in connection with performance of the work.
  - 2. Immediately prior to Date(s) of Substantial Completion:
    - a. Complete miscellaneous records and place in good order.
    - b. Identify and bind or file.
    - c. make ready for continued use and reference.
  
- H. Inspection reports: Submit certificates from applicable local governmental agencies that the construction has been inspected as required by laws or ordinances and that the building is approved for occupancy.

- I. Warranties: In accord with Contract Conditions, provide warranties as follows:
1. Contractor shall furnish his warranty and shall require each subcontractor to furnish his warranty, in writing, on the form bound herein. Assemble, bind, label and transmit warranties as required for other manuals above. Unless specifically indicated otherwise in individual sections, the period for warranties shall begin on the Date of Substantial Completion and shall continue for one year. Warranties shall state the Date of Substantial Completion and the date on which the warranty expires.
  2. Contractor shall forward manufacturers' and installers' warranties as specified in the individual specification sections. Assemble, bind, label and transmit warranties as required for other manuals above. Unless specifically indicated otherwise in individual sections, the period for warranties shall begin on the Date of Substantial Completion. Warranties shall state the Date of Substantial Completion and the date on which the warranty expires.

1.5 CONTINUING INSPECTIONS:

- A. Comply with Owner's request to participate in inspections at end of each time period required by specific warranties or similar components. Participate in general inspection of Work approximately one year beyond Date(s) of Substantial Completion.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

End of Section

SECTION 02225

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY:

- A. Work included in this section, includes, but is not necessarily limited to:
1. Removal of existing work to accommodate installation of new products and materials as indicated on drawings, includes, but is not limited to, existing terrace pavers and grout and setting bed, insulation, and waterproofing system down to bare concrete deck on 10<sup>th</sup> floor terraces; and existing ceilings and grids to access piping indicated on 9<sup>th</sup> floor level; removal and replacement of first course of exterior stone panels on 10<sup>th</sup> floor terraces; remove door threshold and install new pan and replace door threshold.
  2. Protection of existing finished surfaces.
  3. Cleaning and restoration of existing work to remain.
  4. Removal and storage and/or replacement of existing lay-in acoustical ceilings and grid systems and gypsum board ceiling system indicated on 9<sup>th</sup> floor level.
  5. Coordinate terrace paver and waterproofing removal and replacement work in such a manner as to keep new waterproofing and paving materials, building, and building interior clean, dry and watertight.
  6. Protections of walls and floors in travel path to access areas of Work.
- B. Related work specified elsewhere:
1. Special Project Conditions.
  2. Temporary facilities and controls.
  3. Hot rubberized-asphalt waterproofing.
  4. Dampproofing.
  5. Flashing and sheet metal work.
  6. Mechanical.
  7. Electrical.
- C. In some instances it may have been impracticable to include, in the Drawings and Specifications, all items requiring demolition necessary to achieve desired finished results. Nevertheless, in such instances, Contractor will be required to furnish all labor, materials, and services necessary to perform demolition in compliance with intent of documents.

1.2 SUBMITTALS:

- A. Product data: Indicate product description and instructions for use of cleaning materials.
- B. Inventory list: Submit list of items designated to be removed and stored or items to be reused in the work.

- C. Execution plan: Submit plan of execution for Owner's and Architect's approval. Indicate locations of barricades, dust and noise enclosures and protective coverings. Indicate use of areas outside the work limits, including corridors, lobbies, elevators, loading dock and public thoroughfares. Indicate phasing of the work. Submit phasing plan as marked up blue-line prints and in compliance with Special Project Conditions section.
- D. Obtain acceptance of Owner's property insurance carrier and waterproofing system warrantor(s) for proposed work involving existing building prior to start of work.

1.3 DELIVERY, STORAGE AND HANDLING:

- A. Schedule use of elevators and loading dock with Owner's Representative. See Special Project Conditions and Temporary Facilities and Controls sections for restrictions relative to building access and elevator usage.
- B. Store materials to be retained or reused in locations acceptable to Owner.
- C. Maintain neat, clean conditions in storage areas; remove rags and waste materials at end of each day's work.

1.4 PROJECT/SITE CONDITIONS:

- A. Drawings indicating existing building conditions are available from the Owner for general information only. The Owner assumes no responsibility for the actual condition of structures to be demolished. Conditions existing at the time of inspection for pricing purposes will be maintained by the Owner insofar as practicable.
- B. Conduct demolition operations and the removal of debris to ensure minimum interference with tenants, public, roads, streets, walks and adjacent facilities.
- C. Do not close or obstruct streets or walks without permission from authorities having jurisdiction. Provide flagman where public thoroughfares are used for debris removal. Maintain thoroughfares free of dirt and debris caused by demolition or hauling operations.
- D. Conduct demolition operations to minimize disruption or interference with building occupants and operation, and the use of building facilities not included in the work. Coordinate phasing of work with the Owner.
- E. Protect all portions of existing building in area of 10<sup>th</sup> Floor Terrace paver and waterproofing demolition. Repair or replace portions of building damaged by this work, at no additional cost.
- F. Provide temporary enclosures or other methods to limit dust transmission to adjacent areas. Provide temporary weatherproof enclosures for portions of work exposed to weather. Provide temporary noise reduction barriers to separate work areas from adjacent occupied areas.

- G. Maintain building security. Secure construction area during non-working hours.
- H. Provide temporary protective walkways and covering on existing finish floor and wall surfaces to protect floor and wall finishes. Provide plywood walkways on finish floors where machinery is moved or operated.
- I. Schedule high noise level operations to non-business hours as acceptable to Owner where working in close proximity to existing business operations.
- J. Schedule removal of debris and cleaning operations so as not to interfere with pedestrian traffic in building lobbies, corridors and elevators.

## PART 2 - PRODUCTS

### 2.1 PROTECTIVE COVERS:

- A. Dust protective coverings:
  - 1. Non-asphaltic, non-waxed, non-staining kraft paper.
  - 2. Polyethylene sheeting, six mil thickness.
  - 3. Tape for sealing joints in kraft paper or polyethylene sheeting.
- B. Protective covering for floors:
  - 1. Non-asphaltic, non-waxed, non-staining, reinforced kraft paper.
  - 2. Minimum 1/2" thickness plywood or composition board for walkways.
- C. Barricade and corner guard material:
  - 1. Utility grade lumber.
  - 2. Plywood.

## PART 3 - EXECUTION

### 3.1 EXAMINATION AND PRE-DEMOLITION CONFERENCE:

- A. Visit project site and compare locations of equipment, electrical and mechanical work with indications in Contract Documents. Report all discrepancies discovered for resolution.
- B. Prior to beginning demolition work, a pre-demolition conference will be held to review work to be accomplished and to inventory existing conditions. Contractor, Architect, Owner and related subcontractors involved in demolition work will be present. Contractor shall notify Architect and Owner at least seven days prior to time of conference.
- C. Demolition work and inventory of existing equipment, existing damages to work to remain and items to be removed shall be reviewed at conference. Contractor shall make list of inventoried items to be removed, reused or stored.

- D. Movable office furniture, file cabinets or other items belonging to Owner, located in work area shall be covered and protected when designated to remain in-place during overhead mechanical work.

3.2 PREPARATION:

- A. Plan scheduling and phasing of the work to minimize interference with Owner's existing operations that will remain in use during the work. Minimize disruption of building operations and use of adjacent facilities.
- B. Make mechanical and electrical connections without disruption of service to occupied areas or overloading of existing systems.
- C. Security:
  - 1. Contractor shall provide safe access to occupied areas during the course of the work.
  - 2. Provide enclosures or partitions to segregate work areas from occupied and used areas.
  - 3. Provide guards or lockable closures for off-hours to secure occupied and used areas of building.
- D. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations, as directed by the Architect or governing authorities. Return adjacent areas to condition existing prior to the start of the work.

3.3 DEMOLITION:

- A. Interior demolition: Remove interior construction and finishes as required for new construction and to limits indicated on drawings.
- B. Temporary partitions:
  - 1. Construct temporary partitions to separate demolition activity from spaces occupied during demolition. Partitions shall be dustproof and noise-reducing.
  - 2. Contractor shall consult Architect for location of temporary partitions. Partitions will be inspected by Architect prior to beginning work.
  - 3. In existing building, where miscellaneous work occurs that cannot be protected by a temporary partition, Contractor shall furnish covers and protection satisfactory to Architect.
  - 4. Contractor shall schedule the work to provide minimum shutdown of the operations of Owner.
- C. During demolition, protect adjoining work from damage.
- D. Remove existing finishes to limits indicated without damage to substrates or adjacent surfaces. Include removal of mechanical and electrical work as applicable.
- E. Where work is to be cut or removed to accommodate new work, form neat, uniform and smooth edges or terminations.

- F. Except for items designated to be removed and reused in the work or items retained by Owner for storage, all material resulting from this work shall become property of Contractor and shall be promptly removed from site. Storage or sale of removed materials will not be permitted on project site or within building.
- G. Prepare an itemized list of material or equipment for reuse or storage, including, but not limited to lay-in ceiling panels and grid systems and exterior stone panels to be removed at terrace level. List quantities, condition and location. Submit copies to Owner within seven days of removal of item.
- H. Remove existing mechanical and electrical equipment, including piping, as indicated and required to complete work.
- I. Materials resulting from demolition become the property of the Contractor except as follows:
  - 1. Equipment belonging to utility or public service companies unless abandoned by such companies.
  - 2. Hidden valuable items, buried items and property of third persons.
  - 3. Salvaged equipment and materials noted for reuse.
  - 4. Other items indicated or otherwise identified by Owner or Architect.

3.4 DISPOSAL OF DEMOLISHED MATERIALS:

- A. Remove debris, rubbish and other materials resulting from demolition operations from the site. Do not stockpile debris on project site.
- B. Removal of debris from interior demolition shall be generally through the exterior perimeter of the building, with removal through occupied spaces or corridors only upon specific permission by Owner.
- C. Burning of removed materials from demolished structures will not be permitted on the site.
- D. Transport materials removed from demolished structures and dispose of off the site.
- E. Chuting and loading debris in streets surrounding site is prohibited.

3.5 INTERIOR CLEANING:

- A. Clean exposed surfaces of the following items and surfaces by vacuum, washing with detergent and water, and wiping with clean rags:
  - 1. Acoustical ceiling panels and suspension system.
  - 2. Air diffusers and grilles.
- B. Existing light fixtures:
  - 1. Remove lens and clean both sides.
  - 2. Clean interior surfaces of troffers.
  - 3. Wipe lamps clean.

End of Section

SECTION 04850

STONE VENEER

PART 1 - GENERAL

1.1 SUMMARY:

- A. Work of this section includes the following:
1. Replacement of existing stone panels damaged beyond repair or to Owner's and Architect's approval.
- B. Related work specified elsewhere: Sealants and caulking.

1.2 SUBMITTALS:

- A. Shop drawings and calculations:
1. Submit cutting and setting drawings showing sizes, dimensions, sections and profiles of stone units, edge and corner details, jointing, arrangement and provisions for jointing, anchoring system layout, fastening and supports, details for lifting devices and interface with adjacent work.
  2. Indicate location of each stone unit on setting drawings with number designation corresponding to number marked on each unit.
  3. Design calculations; (FIO): Submit for Architect's information. Include criteria for stone performance and anchors. Indicate stone thickness required. Indicate unit weights and supporting capacity of anchoring system.
  4. Design calculations shall bear the seal of a professional engineer registered in the State of Georgia. Indicate that engineer has reviewed shop drawings.
  5. Show edge and corner details, reveals, special shapes, returns and jointing details at full scale.
  6. Indicate supplementary bracing and anchorage requirements for stone veneer.
- B. Samples: Submit for Architect's approval:
1. For installation: Submit one sample, minimum 6" by 6" face size. Samples shall include pieces of required stone, installed with specified sealant material on plywood backup. List of required samples will be indicated by Architect on shop drawing submittal.
  2. All approved samples will be retained by Architect and will become standards for stone fabrication and installation.
- C. Product data: Include specifications and descriptive data for stone, indicating structural characteristics of material furnished, descriptions of anchors and sealants.

1.3 QUALITY ASSURANCE:

- A. Fabricator/installer qualifications: Fabricator/installer shall have at least five years successful experience in the fabrication and installation of stone similar to the type specified and, if required by Architect, shall submit evidence of such experience.
- B. Expansion: To ensure uninterrupted delivery, consistency of color, and availabilities for future expansion, granite of a given color shall come from a single quarry owned and operated by fabricator.

1.4 DELIVERY, STORAGE AND HANDLING:

- A. Protect stone during storage and construction against moisture, soiling, staining and physical damage.
- B. Handle stone to prevent chipping, breakage, soiling or other damage. Use no pinch or wrecking bars without protecting edges of stone. Lift with wide belt type slings; use no wire rope or ropes containing substances which might cause staining. If required, use wood rollers and provide cushion at end of wood slides.
- C. Stone indicating flaws or imperfections upon receipt at storage yard or building site shall be referred to Architect for determination as to whether it shall be rejected, patched or redressed fore use.
- D. Store stone on wood pallets a minimum of 3" above ground, covered with non-staining, waterproof membrane. Place and stack pallets and stone to distribute weight evenly and to prevent breakage or cracking of stone. Protect stored materials from weather with waterproof, non-staining covers or enclosures; allow air to circulate around stone units.

1.5 PROJECT/SITE CONDITIONS:

- A. Environmental requirements: Install no stone when temperature of surrounding air has dropped below 45 degrees F., unless it is rising, and at no time when temperature has dropped below 40 degrees F., except with written permissions from Architect.
- B. Protection of work: Protect finished exposed work from stains.
- C. Use no frozen materials; do not build on frozen work.

PART 2 - PRODUCTS

2.1 GRANITE VENEER:

- A. Characteristics: Meeting requirements of ASTM C615-03.
  - 1. Color and texture: Match existing granite panels when removal necessitates replacement of existing panels with new granite panels.

2. Thickness: As required by usage and to meet loading and anchorage methods, as determined by results of laboratory testing; however, not less than 1-1/4" thickness.
3. Finishes:
  - a. Exposed faces and edges: Matching existing granite.
  - b. Unexposed surfaces: Natural finish.
4. Internal corners: Matching existing conditions.
5. External corners: Matching existing conditions.
6. Granite shall meet minimum requirements of ASTM C615-03 and ASTM C119-07a.

## 2.2 ACCESSORY MATERIALS:

- A. Weep tubes: 1/4" diameter clear plastic tubing.
- B. Anchors, including dowels, cramps and similar shapes, as required, for exterior applications: Stainless steel in accord with ASTM A666-03, Series 300, minimum 14 ga., or extruded aluminum per ASTM B221-06 meeting properties of 6063-T6.
- C. Relieving anchors: Stainless steel in accord with ASTM A666-03, Series 300 for exterior applications; steel in accord with ASTM A36-05, hot dip galvanized in accord with ASTM A123-02 for interior applications.
- D. Setting buttons: Aluminum or plastic of thickness to maintain uniform joint widths.
- E. Sealant: As specified in Sealants and caulking section.

## 2.3 FABRICATION:

- A. Anchor types and assemblies shall comply with ASTM C1242-05.
- B. Fabricate stone work in accord with approved shop drawings and samples. Provide holes and sinkages cut or drilled for anchors, fasteners, supports and lifting devices, as necessary to secure work in place. Cut and back-check as required for proper fit and clearance. Shape beds to fit supports.
- C. Cut stone panels to shapes indicated on shop drawings. Maintain specified fabrication tolerances.
- D. Apply no materials to stone which contain oils or similar contaminants which may stain stone or prevent bonding of setting or sealing materials.
- E. Allowable patching: Chips at edges and corners may be patched provided structural integrity of stone is not affected and providing patch matches color and finish of natural stone so that patch does not detract from appearance.

- F. Beds and joints: Bed and joint pieces as indicated on approved shop drawings, and cut bedded and jointed surfaces as follows:
1. 3/8" beds and joints for thermal stone, under 4" in thickness: Saw or cut full square back from face. Bed and joint surfaces shall be within  $\pm 3\%$  of 90 degrees to face of piece unless otherwise specified.
- G. Backs of pieces:
1. Saw or roughly dress backs of pieces to approximately true planes. Back of surfaces shall be clean of matter that may cause staining.
  2. Backs of pieces may be rough or natural quarry split to provide surfaces which vary not more than 1" in 12" from true plane and not more than 1" from their specified thickness.
- H. Back-checking and fitting to structure or frame:
1. Stone coming in contact with structural work shall be back-checked as indicated on approved shop drawings. Stones resting on structural work shall have beds shaped to fit supports as required.
  2. Maintain a minimum of 1" between stone backs and adjacent structure; 2" between stone backs and bolted connections.

#### 2.4 SOURCE QUALITY CONTROL:

- A. Fabrication tolerances:
1. Panel thickness:
    - a. 3/8" to 1/2" thickness:  $+ 1/32"$ .
    - b. 3/4" to 1-5/8" thickness:  $\pm 1/8"$ .
    - c. Panel thickness greater than 1-5/8":  $\pm 1/4"$ .
  2. Panel face dimensions:  $\pm 1/16"$ .
  3. Face variation from rectangular:  $\pm 1/16"$ . (Maximum out of square) (non-cumulative).
  4. Heads/calibrated edges:  $\pm 1/16"$ .
  5. Quirk miters (width of nose):
    - a. Up to 1/4": -0"; +25% of dimension.
    - b. Over 1/4": -0";  $+1/16"$ .
  6. Back anchors:
    - a. Location:  $\pm 1/8"$ .
    - b. Depth: -0";  $+1/16"$ .
  7. Anchor slots:
    - a. From face to centerline of slot:  $\pm 1/16"$ .
    - b. Lateral placement:  $\pm 1/4"$ .
    - c. Width:  $\pm 1/16"$ .
    - d. Depth at maximum:  $\pm 1/8"$ .
  8. Anchor holes:
    - a. From face to centerline of hole:  $\pm 1/16"$ .
    - b. Lateral placement:  $\pm 1/8"$ .
    - c. Diameter:  $\pm 1/16"$ .
    - d. Depth:  $\pm 1/8"$ .
  9. Anchor sinkages; depth: -0";  $+1/8"$ .

- B. Flatness tolerances:
1. Variation from true plane, or flat surfaces, shall be determined by a 4'-0" dimension in any direction on the surface.
  2. Flatness tolerances for Thermal and coarse stippled finishes: 3/16".

### PART 3 - EXECUTION

#### 3.1 INSTALLATION:

- A. Install stone work, including support system, in accord with ASTM C1242-05 and approved shop and setting drawings, plumb, level and true to line within specified tolerances. Install no units which have been broken, stained or otherwise damaged during transit, storage or handling.
- B. Secure stone work to concrete backup using dovetail type anchors.
- C. Secure stone work to masonry back-up using twisted wire anchors set in grout. Completely fill holes and sinkages with grout. Allow no grout to migrate on face of stone or to remain in joint.
- D. Provide setting buttons as required to align units and to maintain specified joint width.
- E. Pointing:
1. Maintain joints between panels matching existing joint conditions.
  2. Caulk joints in accord with applicable provisions of Sealants and Caulking section. Tool sealants to ensure maximum adhesion to contact surfaces.
- F. At cavity wall construction, provide weep tubes at sills, relieving angles, door and window heads and in bed joints at 10'-0" maximum vertically. Space weep tubes at 2'-0" horizontally. Install in accord with MIA standards as referenced herein.
- G. Allowable erection tolerances:
1. Variation from plumb of wall surfaces, arises, external corners, joints and other conspicuous lines: Do not exceed 1/4" in any story or in 20'-0" maximum.
  2. Variation from level from grades shown for horizontal joints and other conspicuous lines: Do not exceed 1/4" in 20'-0" maximum, nor 3/4" in 40'-0" or more.
  3. Variation in linear building lines from position shown on drawings and related portion of wall facing: Do not exceed 1/2" in any bay or 20'-0" maximum nor 3/4" in 40'-0" or more.
  4. Variation in face plane of adjacent pieces (lippage): Do not exceed 1/4 of width of joint between pieces.
  5. Joint size:  $\pm 25\%$ .
  6. Tolerances shall not be accumulative.

3.2 CLEANING AND PROTECTION:

- A. Shop clean stone at time of final fabrication.
- B. After installation and pointing, clean stone, removing dirt, excess mortar, weld splatter, stains, and other site incident defacements.
- C. Use soft brushes or wool. Use of wire brushes or of acid or other solutions which will cause discoloration are expressly prohibited. Contact fabricator before using cleaners other than detergents.
- D. Remove and replace chipped, broken, stained or otherwise damaged stone panels with panels of matching color and texture.
- E. Protect finished work from damage until Date of Substantial Completion. Do not use lumber that will stain stone. Mechanical fasteners shall be galvanized or non-rusting.
- F. Just prior to Date of Substantial Completion, clean all stone work with detergent and water solution, cleaning with stiff fiber bristle brushes. Use no acids, other caustic cleaners or wire brushes to clean stone.

End of Section

SECTION 07110

DAMPPOOFING

**PART 1 - GENERAL**

1.1 SUBMITTALS:

- A. Product data: Submit manufacturer's product specifications and installation instructions, including rates of application for each type installation specified.

**PART 2 - PRODUCTS**

2.1 DAMPPROOFING:

- A. Acceptable products; subject to compliance with specified requirements:
1. BASF Building Products, Hydrocide #700B Semi-Mastic.
  2. Karnak Corp., Karnak 220 Fibrated, asbestos-free.
  3. Lambert Corp., Waterban 60 SM.
  4. W. R. Meadows, Inc., Sealmastic Type Two.
- B. Characteristics: Non-asbestos, fibrated, mineral colloid asphalt emulsion meeting ASTM D1227-95(2007), Type 2, Class I and ASTM D1187-97(2002)e1, Type 1.
- C. Primer: Type recommended by dampproofing manufacturer for application to concrete unit masonry, concrete and fiberglass-faced gypsum sheathing substrate.
- D. Reinforcing fabric tape for sheathing joints, other joints and abutting dissimilar substrates: Minimum 2" wide glass fiber mat reinforcement as recommended by dampproofing manufacturer.
- E. Sealant:
1. Acceptable products:
    - a. Basis of design: BASF Building Products NP-2.
    - b. Pecora Corp., Dynatrol II.
    - c. Tremco, Inc., an RPM Company, Dymeric 240.
  2. Characteristics:
    - a. Type: Two-part, polyurethane-based sealant meeting ASTM C920-05, Type M, Grade NS, Class 25.
    - b. Colors: Standard colors as selected by Architect.

**PART 3 - EXECUTION**

3.1 SURFACE PREPARATION:

- A. Prior to application of materials, remove dirt, grease, mortar droppings and other foreign matter from substrate.
- B. Prime wall surfaces prior to dampproofing application, as required by manufacturer's product data.
- C. Apply dampproofing at temperatures above 40 degrees F., to dry, cured surfaces.

- D. Install separate flashings and corner protection stripping, as recommended by dampproofing manufacturer, where indicated to precede application of dampproofing. Comply with details shown and with manufacturer's recommendations. Pay particular attention to requirements at building expansion joints, if any.
- E. Protection of Other Work: Prevent spillage and migration onto other surfaces of work by masking or otherwise protecting adjoining work.

### 3.2 INSTALLATION:

- A. Comply with manufacturer's recommendations except where more stringent requirements are indicated and where Project conditions require extra precautions to ensure satisfactory performance of work.
- B. Application: Apply dampproofing to the concrete masonry unit surfaces, cast-in-place concrete surfaces, and fiberglass-faced gypsum sheathing surfaces in locations indicated in Drawings.
  - 1. Apply dampproofing to all indicated substrates free of pinholes and bubbles.
- C. Application Methods:
  - 1. Brush- or spray-applied at sheathing and other backup substrates behind stone veneer.
  - 2. Trowel-applied over anchors, fasteners, termination bars and other elements as shown on the drawings.
- D. Preparation at joints and abutting dissimilar substrates:
  - 1. Sheathing joints and terminations: Apply a 3/8" bead of specified polyurethane sealant each side of joint, and fully embed a layer of specified glass fiber mat reinforcement into wet sealant.
  - 2. Reinforcement shall span joints and junctures and lap onto adjacent surfaces a minimum of 3" each side.
  - 3. Apply a second layer of specified polyurethane sealant over fabric reinforcement to fully embed reinforcement, feathering sealant edges beyond reinforcement.
  - 4. Apply continuous topcoat of dampproofing to all surfaces as further specified.
- E. Dampproofing; spray and brush applications:
  - 1. On sheathing-covered walls, spray- or brush-apply dampproofing in a minimum of two coats, in accord with manufacturer's product data, at a rate to achieve a minimum 1/16" wet film coverage.
  - 2. On concrete and masonry walls, spray- or brush-apply dampproofing in two coats required to achieve a minimum 1/16" wet film coverage.
  - 3. Apply second coat at right angles to first coat.
  - 4. All dampproofing shall be pinhole-free.
- F. Trowel applications: Trowel-apply dampproofing to cover anchors, fasteners, termination bars and other elements as shown on the drawings.

- G. Do not apply dampproofing during temperatures below 40°F. Do not apply dampproofing directly to masonry ties and reinforcing.
- H. Seal around items and services projecting through dampproofing surfaces. Apply in compliance with manufacturer's recommendations. Ensure sealed areas are moisture tight.

3.3 CLEANUP:

- A. Protect adjacent finished surfaces from damage or staining from this Work by masking prior to application. Repair or replace surfaces damaged or stained by dampproofing Work.
- B. At completion of dampproofing operations, remove debris resulting from Work, including spilled materials.

End of Section

SECTION 07142

HOT RUBBERIZED-ASPHALT WATERPROOFING

PART 1 - GENERAL

1.1 SUBMITTALS:

- A. Shop Drawings: Plans, elevation cross sections, and details:
  - 1. Terrace plans indicating layout of each layer, relative elevations and slopes.
  - 2. Drain locations and layout.
  - 3. Edge flashing conditions.
  - 4. All major penetrations.
  - 5. Dimensionally located expansion joints.
  - 6. All flashing details.
  - 7. All other pertinent data required for this project.
  - 8. Flashing details not specifically indicated on drawings or in manufacturer's product data details.
  - 9. Insulation layout.
  - 10. Concrete joints and slopes.
- B. Product Data: Manufacturer's specifications, limitations, and recommended installation. Provide written assurance of compatibility of hot rubberized-asphalt membrane with sealants and sheet flashing used.
  - 1. Submit a complete listing of each particular component or element of the waterproof membrane system that is required, specified or proposed for use on this project.
    - a. Each component or element proposed for use shall be identified by product number, name, and pertinent characteristics.
    - b. Further identify each component or element by indicating the function or location of each within the assembly.
  - 2. Submit product description and complete installation instructions, including standard flashing details, for insulation, waterproofing and accessory materials. Indicate specific systems and procedures proposed for use, deleting inapplicable data.
- C. Intent to warrant and certifications; (FIO): Submit an Intent to Warrant executed by authorized representative of membrane system manufacturer, indicating that manufacturer has reviewed drawings and specifications, conditions affecting the work and the relationship of membrane system with related work, and that manufacturer proposes to provide warranty as specified herein without further stipulation.
  - 1. Submit certification that proposed applicator is approved for warranted work by membrane system manufacturer.
  - 2. Submit certification from authorized representative of membrane system manufacturer stating that specified system and materials, as well as indicated surfaces and conditions, are acceptable for purpose of providing specified warranty.
- D. Installer Certificates; (FIO): Signed by manufacturers certifying installers comply with requirements.
- E. Field reports; (FIO): Submit manufacturer's certified field reports as herein specified.

- F. Submittals schedule: Obtain Architect's approval of submittals prior to prewaterproofing conference.

1.2 QUALITY ASSURANCE:

- A. Installer Qualifications: Installer with minimum five years continuous and successful experience with hot rubberized-asphalt waterproofing applications similar in material, design, and extent to requirements of this Project.
- B. Single-Source Responsibility: Obtain primary waterproofing materials of each type required from single manufacturer.
- C. Preinstallation Conference: Hold conference, prior to beginning waterproofing Work, to review Work to be accomplished.
  - 1. Contractor, waterproofing subcontractor, waterproofing system manufacturer's representative, Construction Consultant, and all other subcontractors who have equipment penetrating waterproofing shall be present.
  - 2. Contractor shall notify Architect and other attending parties minimum seven days prior to time for conference.
  - 3. Contractor shall record minutes of meeting and distribute copies of minutes to attending parties.
  - 4. Shop drawings to be available for review at Preinstallation Conference.

1.3 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver materials in original unopened containers of packaging clearly labeled with manufacturer's name, brand name, instruction for use, all identifying numbers, and UL labels.
- B. Store materials in safe manner, not to exceed allowable structural capacity of storage area.
- C. Store materials in clean, dry area protected from water and direct sunlight.
- D. Store all adhesives at temperatures between 60° F. and 80° F. If exposed to lower temperatures, restore materials to 60° F. minimum temperature before using.
- E. Remove and replace materials that cannot be applied within their stated shelf life.

1.4 PROJECT CONDITIONS:

- A. Do not begin application or continue application during inclement weather. All surfaces to receive membrane must be free of water, dew, frost, snow and ice.
- B. Do not begin application or continue application when ambient temperature is below 0° F.
- C. Do not begin application until substrate construction and penetrating work has been completed.
- D. Preparation and application of membrane must be conducted in well ventilated areas.

- E. Protection:
  - 1. Protect building from damage and defacing by waterproofing operations.
  - 2. Restore or replace adjacent work or materials damaged during handling of waterproofing materials.
  - 3. Provide protection or avoid traffic on completed surfaces.
- F. Remove all trash, tools, debris and extraneous materials from areas during the course of work and upon completion of installation.

1.5 WARRANTY:

- A. Manufacturer's warranty: Furnish manufacturer's ten year watertight warranty covering waterproofing, insulation, drainage mat, protection board and related flashings. Warranty shall include labor and materials to correct defects without limit.
- B. Installer's warranty: Furnish installer's two-year warranty covering workmanship for installation of waterproofing assembly to correct defective work without limit.
- C. Warranties shall take effect on Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Acceptable Products/Systems:
  - 1. Basis of design; American Hydrotech, Inc. "Monolithic Membrane MM6125FR".
  - 2. The Barrett Company "Ram-Tough W. I. 250".
  - 3. Carlisle Coatings & Waterproofing, Inc. "CCW-500-R Reinforced Hot Applied Liquid Membrane System".
  - 4. Tremco, Inc. "TREMproof 150".

2.2 SYSTEM COMPONENT MATERIALS AND ACCESSORY MATERIALS:

- A. System description: Hot, fluid-applied, single component rubberized-asphalt compound, flexible membrane waterproofing system.
  - 1. Provide surface conditioner, sealants, reinforcement, cleaning agents, and all other materials recommended by system manufacturer and which are compatible with waterproofing.
- B. Reinforcing Sheet:
  - 1. Standard Duty: "Standard Elastosheet" reinforcing sheet for construction joints and joints greater than 1/16".
  - 2. Heavy Duty: "Heavy Duty Elastosheet" for use over expansion joints.
- C. Protection Board:
  - 1. Basis of design; American Hydrotech, Inc. "Hydroflex 30".
  - 2. The Barrett Company "Ram-Tough Protection Board".
  - 3. Carlisle Coatings & Waterproofing, Inc. "CCW-Protection Board-HS".
  - 4. Tremco, Inc. "POWERply Standard Smooth".

- D. Flexible Sheet Flashing:
1. "Flex-Flash UN", uncured neoprene flashing at drains, exposed walls, curbs, penetrations, expansion joints and angle channels.
  2. "Flex-Flash F", spun-bonded polyester fabric for use at changes in plane, construction joints and cracks.
- E. Hypalon Strip for Expansion/Control Joints: Sika "Sikadur Combiflex" perforated hypalon sheet.
1. Adhesive: Sika "Sikadur 31 Hi-Mod Gel Adhesive", epoxy adhesive.
  2. Sealant: Sika "Sikaflex-2c NS", two-component, premium-grade, polyurethane-based elastomeric sealant.
- F. Metal Termination Bars: Aluminum bars, approximately 1" by 1/8" thick, predrilled at 9" centers.
- G. Drainage Mat: High density polyethylene drainage core bonded to calendared nonwoven geotextile fabric for pedestrian traffic and vehicular traffic.
1. Basis of design; JDR Enterprises, Inc. "Jdrain 1000".
  2. American Hydrotech, Inc.
  3. Nicolon/Mirafi Group.
- H. Water-Pervious Fabric: Minimum 2.5 oz./sq. yd. polyester or polypropylene fiber fabric. Subject to compliance with all requirements of this specification, provide named products and systems or comparable products and systems by one of following manufacturers:
1. DuPont of Canada Ltd. "Fabrene VIE".
  2. International Paper Co. "Confil D689H".
  3. Phillips Fibers Corp. "Rufon P3B".
  4. Carlisle Coatings & Waterproofing "CCW Sure-Seal HP Protection Mat".
- I. Rigid Insulation for Horizontal Areas: ASTM C578-07, Type IV, extruded polystyrene rigid insulation, Dow Chemical Co. "Styrofoam Roofmate", thickness indicated.
- J. Pavers: Heavyweight, factory-cast, square-edged, concrete units; specially manufactured for use as roof ballast.
1. Characteristics:
    - a. Weight: 18 lb./sq. ft. to 24 lb./sq. ft. (120 kg/sq. m), minimum.
    - b. Compressive Strength: 6000 psi to 8000 psi, minimum.
    - c. Thickness: Nominal 3".
    - d. Size: Nominal 24" by 24" with 3/16" bevel on all edges.
    - e. Back: Grooved, with 4-way drainage capability.
    - f. Finish: Nonslip paver surface in color and texture selected by Architect.
  2. Acceptable Manufacturers: Subject to compliance with all requirements of this specification, provide named products and systems or comparable products and systems by one of following manufacturers:
    - a. American Hydrotech Terra Pavers-H and Accessories.
    - b. Hanover Architectural Products, Inc.
    - c. Hastings Pavement Company, Inc.
    - d. Sunny Brook Pressed Concrete Company.
    - e. Roofcap Paver/Div. Olympic Mfg. Group.
    - f. Westile Division/Carcer Concrete Products.

- K. Paver Pedestals and Accessories: American Hydrotech, Inc. pads, shims adjustable pedestals, extenders and spacers as follows:
1. Tabs: "Terra-Tab-Rubber"; SBR rubber pads with shore hardness of 70 with spacing tabs for supporting pavers with 1/8" joint between pavers installed directly over filter fabric over insulation.
    - a. Size: Octagonal shape; 7" across flats, 5/8" thick.
    - b. Colors:
      - 1) Pedestal: Gray.
      - 2) 1/16" leveling plate: Black.
      - 3) 1/8" leveling plate: Gray.
      - 4) Durability: Unaffected by freeze-thaw cycling, ozone, humidity or water absorption.
  2. Shims: "Terra-Shim-Rubber"; SBR rubber with shore hardness of 70; shims for minor height adjustments.
  3. Adjustable Pedestals: "Terra-Adjust"; adjustable high impact styrene pedestals tilt and telescope from 2" to 5ft" to create a level surface for paver installation.
    - a. Adjustable pedestals are filled with American Hydrotech, Inc. "Terra System One Mix-Preblended" concrete mix for on-site filling after desired height and slope are obtained.
  4. Extenders: "Extender-Extension"; adjustable high impact styrene unit adds 4ft" of height to adjustable pedestals for maximum height of 10".
  5. Reducers: "Reducer-Pedestal"; adjustable high impact styrene; three stackable rings for installations requiring 2" or less of paver elevation. Reducer starts at 1/2" and expands in 3/8" increments.
    - a. Reducers are filled with American Hydrotech, Inc. "Terra System One Mix-Preblended" concrete mix for on-site filling after final adjustment.
  6. Spacers: High impact styrene; cruciform shaped unit for maintaining 1/8" spacing between pavers.
    - a. Used with 1/8" shims when limited height clearance prevents use of tabs.

### PART 3 - EXECUTION

#### 3.1 PREPARATION AND EXAMINATION:

- A. Remove existing pavers, mortar bed, insulation and waterproof membrane in sections to expose existing deck substrate. Thoroughly examine and remove damaged and deteriorated portions of substrate unsuitable as base for new waterproof membrane, insulation and paver system.
  1. Remove existing wood nailers and other wood members not suitable for reuse in new waterproofing and flashing system.
- B. Remove metal caps, flashings and expansion flashings.
  1. Remove roof drains and roof drain top clamping rings. Replace with new roof drain system indicated on drawings.
- C. All flashings, including flashings behind first course of stone pavers, shall be removed within the areas to receive new waterproofing system and flashings.

- D. Cover openings resulting from removal of waterproofing, pavers, flashings and insulation. Keep water from entering building.
- E. Surfaces to receive waterproofing membrane system shall be cleaned, smooth, free of projections, grease, oil and foreign material. Begin application only after surfaces are in proper condition to receive roof membrane system.
- F. Ascertain work of other trades penetrating waterproofing membrane system, or intended to be made watertight by membrane application, is in place and accepted prior to installation of waterproofing membrane system. Schedule waterproofing application to minimize traffic on membrane.
- G. Examine substrates, areas and conditions, with installer present, for compliance with requirements and other conditions affecting performance.
- H. Moisture content: Just prior to installation, measure moisture content of substrates to receive waterproofing system. Do not apply waterproofing until substrate moisture content is within the range acceptable to waterproofing manufacturer.
  - 1. Verify that substrate is visibly dry and free of moisture. Test for capillary moisture by plastic sheet method according to ASTM D4263-83 (2005).
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.
- I. Cast-in-place concrete substrates:
  - 1. Detail cracks in concrete surfaces in accord with manufacturer's product data.
  - 2. Repair holes over 1/2" in length and 1/4" deep and finish flush with surrounding surface.
  - 3. Remove scaling to sound, unaffected concrete and repair exposed area.
  - 4. Grind irregular construction joints to suitable flush surface.
- J. Thoroughly clean all surfaces to receive waterproofing in strict compliance with manufacturer's instructions and recommendations. Remove oil, grease, and curing compound with commercial grade alkaline cleaner; thoroughly rinse and dry. Surfaces to receive waterproofing membrane shall have surfaces acceptable to waterproofing membrane manufacturer. Grind or patch slab to eliminate water ponding. Acid-etch or sandblast existing concrete deck, after complete removal of existing waterproofing system, as required by product data to provide appropriate/acceptable substrate to receive waterproofing membrane.
- K. Curbs, Joints and Expansion Joints: Form all joints or transitions between planes sharply and free of broken edges or loose aggregate, and completely free of preformed joint fillers, sealants, or back-up materials to depth which is at least twice joint width. It is desirable to curb expansion joints at each side of joint, either by integrally forming it with slab, or securely fastening wood blocking to deck. Chamfered edges are preferable.

- L. Apply surface conditioner at rate of one gallon per 300 to 600 square feet, depending on concrete condition and allow to thoroughly dry prior to application of waterproofing.
  - M. Melt cakes of membrane under continuous agitation until free flowing and lump free. Drawn temperature not to exceed 425° F.
  - N. Construction Joints and Cracks: At all construction joints and at cracks over 1/16" and less than 1/4" in width, apply liquid membrane 125 mils thick, then center 6" wide strip of standard sheet reinforcement or other approved reinforcement over joint or crack and embed into warm membrane.
    - 1. Avoid air pockets. Apply another coat of liquid membrane 125 mils thick over reinforcement to totally encapsulate it with membrane. Install all reinforcement before continuous, 125 mil thick coating of liquid membrane is applied over entire surface.
  - O. Expansion Joints:
    - 1. At all expansion joints up to 1/2" in width with designed total movement of less than 50% and at all cracks exceeding 1/4" in width, install standard sheet reinforcement in compliance with manufacturer's standard details.
    - 2. At all expansion joints from 1/2" in width to 2" in width and with designed total movement of less than 50%, loop heavy duty sheet reinforcement down into joint to depth equal to width of joint at its maximum opening install in compliance with manufacturer's standard details.
  - P. At every location where uncured neoprene sheet occurs, sandwich uncured neoprene sheet between layer of membrane.
  - Q. Overcoat all uncured neoprene vertical flashings with minimum 125 mil thick membrane.
- 3.2 MEMBRANE APPLICATION:
- A. Pour hot, melted membrane evenly at rate to provide continuous coating averaging 215 mils thick.
    - 1. Reinforced Membrane: Apply membrane to substrates and adjoining surfaces indicated. Spread hot, rubberized-asphalt to thickness of 90 mils. Fully embed membrane-reinforcing-fabric and overlap sheets 2". Follow with another 125 mil thick continuous monolithic coating of membrane layer to provide uniform, reinforced, seamless membrane total 215 mils thick.
    - 2. Apply 1/8" protection board with overlapped joints.
  - B. Protect membrane from physical damage including spillage of oil and solvents and excess heat.
    - 1. Do not permit heavy equipment and materials to be transported across, or stored on, completed membrane unless adequate provisions are made to prevent damage.
    - 2. Provide temporary walkways wherever workmen must cross completed membrane until all other work is completed.
    - 3. Do not walk on, or allow traffic on, unprotected membrane.

3.3 FIELD QUALITY CONTROL:

- A. Flood Testing: Flood test each deck area for leaks, according to recommendations in ASTM D5957-98(2005), after completing waterproofing but before overlying construction is placed. Install temporary containment assemblies, plug or dam drains, and flood with potable water.
1. Flood to an average minimum depth of 2" and not exceeding a depth of 4". Maintain 2" of clearance from top of sheet flashings.
    - a. Flood each area for 48 hours.
    - b. Mark all leaks and repair when membrane is dry. Before flood testing, ascertain from structural engineer that structure will withstand water dead load.
    - c. After flood testing, repair leaks, repeat flood tests, and make further repairs until waterproofing installation is watertight.
    - d. Owner will engage an independent testing agency to observe flood testing and examine underside of decks and terminations for evidence of leaks during flood testing.

3.4 DRAINAGE MAT:

- A. Horizontal Drainage Matting:
1. Roll out horizontal drainage matting board in planters, in areas of vehicular traffic and plaza pedestrian areas to receive pavers and concrete topping.
  2. Cover entire surface.
  3. Butt adjacent panels and glue fabric overlaps with suitable adhesive.
  4. Wrap or cover all cut edges and terminations with filter fabric.
  5. Place concrete topping and bituminous setting bed as applicable, and pavers as soon as possible.

3.5 INSULATION:

- A. Install insulation as soon after flood tests as possible, but not more than 30 days after membrane application. Comply with manufacturer's recommendations.
- B. Lay out units to minimize cutting and prevent placement of units less than half width or length. Cut with sharp knife or saw.
- C. Fit units at parapet and other vertical surfaces to within 1/4" of vertical surface. Stagger end joints and fit edges close but not tight. Drill or cut units to fit around roof penetrations and drains. Lay with channeled side down.
- D. Repair broken edges and damaged areas of insulation as recommended by manufacturer.
- E. Filter Fabric Placement: Filter fabric is required beneath ballast regardless of ballast type.
1. Overlap all edges minimum 1'-0".
  2. Install fabric so no joints will exist between sheets parallel to and within 6'-0" of roof perimeter.
  3. Extend fabric 2- to 3" above ballast at perimeter and penetrations.

4. Extend fabric to drain bases or bonnets, but do not cover drains or restrict water flow to drain.
5. Install additional fabric around all penetrations in order to prevent stone entry into space between penetration and insulation.

3.6 PAVER INSTALLATION:

- A. Install pavers immediately following fabric installation.
- B. Install pavers on pedestals which provide minimum 3/16" air space between paver and insulation.
- C. Pavers, weighing minimum 18 lb./sq. ft. are required at all traffic concentration points.
- D. Place first row of pavers at exterior edge using 1/2 pedestals at edges and 1/4 pedestals at corners.
  1. Run next rows parallel to first row.
  2. Place pedestals with spacer ribs facing up.
  3. Place paver tight to spacer ribs to maintain 1/8" joint spacing.
- E. Leveling: Pedestals can be multiple stacked to accommodate 5/8" increments.
  1. Use 1/8" or 1/16" thick leveling plates for fine leveling. Do not use more than two 1/8" thick or four 1/16" thick leveling plates under any one paver.
  2. Locate leveling plates on top of pedestal; never in-between pedestals or below pedestals.

3.7 CLEAN-UP:

- A. Clean stains from adjacent surfaces with solvent recommended by manufacturer.
- B. Remove foreign matter from finished coating surfaces.

End of Section

SECTION 07600

FLASHING AND SHEET METAL

PART 1 - GENERAL

1.1 SUMMARY:

- A. Related work specified elsewhere:
  - 1. Waterproofing system.
  - 2. Sealants and caulking.

1.2 SUBMITTALS:

- A. Shop drawings: Indicate material types, sizes, shapes, thicknesses, finishes, fabrication details, anchors, connections, expansion joints and relation to adjacent work. Details and profiles shall be drawn at full scale.
- B. Product data: Indicate product description, finishes and installation instructions for all manufactured products, including interface with adjacent materials and surfaces.
- C. Stainless Steel Samples: 6" by 6" samples, indicating full range of finish to be expected.
- D. Submittals schedule: Obtain Architect's acceptance of submittals prior to pre-waterproofing conference.

1.3 QUALITY ASSURANCE:

- A. Applicable standards as referenced herein:
  - 1. American Iron and Steel Institute (AISI), "Stainless Steel Data Manual".
  - 2. ASTM International (ASTM).
  - 3. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA), "Architectural Sheet Metal Manual," Sixth Edition, 2003.
  - 4. Society for Protective Coatings (SSPC), standards as referenced herein.

1.4 DELIVERY, STORAGE AND HANDLING:

- A. Store materials off ground, under cover. Protect from damage and deterioration.
- B. Handle materials to prevent damage to surfaces, edges and ends of sheet metal items. Damaged material shall be rejected and removed from site.

1.5 WARRANTIES:

- A. Warrant flashing and sheet metal work to be free of defects in materials and workmanship. Warranty period shall be ten years beginning at Date of Substantial Completion in compliance with Hot Rubberized-Asphalt Waterproofing section.

## PART 2 - PRODUCTS

### 2.1 MATERIALS:

- A. Stainless steel sheet metal flashing: AISI Type 302/304 alloy, 2B finish in following gauges and applications:
  - 1. Davit Cover: Minimum 26 ga.
  - 2. Stone Panel Flashing: Minimum 30 ga.
  - 3. Threshold Pan: Minimum 26 ga.
  - 4. Window Sill Flashing: Minimum 30 ga.
- B. Stainless steel soldering materials:
  - 1. Solder flux for stainless steel: Muriatic acid neutralized with zinc.
- C. Welding Rods: Type recommended by stainless steel sheet manufacturer for type stainless steel provided.
- D. Sealants: Specified in Sealants and Caulking section.
  - 1. Multi-part urethane sealant for concealed joints.
  - 2. Silicone sealant for exposed joints; color selected by Architect.
- E. Bituminous coating for separation of dissimilar materials: Cold-applied, asphalt roofing cement meeting SSPC-PS 9.01, minimum 30 mils thickness.

### 2.2 SHEET METAL FABRICATION:

- A. Fabricate sheet metal work in accord with approved shop drawings and applicable standards. Form sheet metal work with clear, sharp and uniform arrises. Hem exposed edges.
- B. Provide linear sheet metal items in 10'-0" to 12'-0" sections, except as otherwise noted. Form flashing using single pieces for the full width. Provide shop-fabricated, one-piece corners and transition pieces, with maximum 2'-0" long legs.
- C. Wipe and wash clean soldered joints, immediately after soldering, to remove traces of flux.
- D. Hem exposed edges of flashings on underside 1/2".
- E. Apply flexible flashing or bituminous paint on surfaces where expected to be in contact with cementitious materials or dissimilar metals.

## PART 3 - EXECUTION

### 3.1 SHEET METAL INSTALLATION:

- A. Install work in accord with approved shop drawings. Sheet metal items shall be true to line, without buckling, creasing, warp or wind in finished surfaces.
- B. Coordinate flashing at waterproofing surfaces with waterproofing work to provide weathertight condition at waterproofing terminations.

- C. Perform field joining of lengths as specified for shop fabrication.
- D. Seaming: Form seams in direction of flow. Lap seams occurring in members sloping 45 degrees or more than 4", minimum; bed in flashing cement.
- E. Form joints in linear sheet metal to allow for 1/2" minimum expansion at 12'-0" o. c., maximum, and maximum 2'-0" from corners. Provide 6" wide cover plate and 1'-0" wide backup plate at intersections. Form plates to profile of sheet metal item.
- F. Waterproofing penetration flashing: Refer to Hot Rubberized-Asphalt Waterproofing section.

End of Section

SECTION 07900

SEALANTS AND CAULKING

PART 1 - GENERAL

1.1 SUMMARY:

- A. Related work specified elsewhere:
  - 1. Waterproofing system sealants.
  - 2. Flashing and sheet metal work.
  
- B. Definitions:
  - 1. Sealant: A weatherproof elastomer used in filling and sealing joints, having properties of adhesion, cohesion, extensibility under tension, compressibility and recovery; designed to make joints air and watertight. Material is designed generally for application in exterior joints and for joints subject to movement.
  - 2. Caulking compound: A material used in filling joints and seams, having properties of adhesion and cohesion; not required to have extensibility and recovery properties, generally for application in interior joints not subject to movement.
  - 3. Caulk: The process of filling joints, without regard to type of material.
  - 4. Joint failure: A caulked joint exhibiting one or more of the following characteristics:
    - a. Air and/or water leakage.
    - b. Migration and/or reversion.
    - c. Loss of adhesion.
    - d. Loss of cohesion.
    - e. Failure to cure.
    - f. Discoloration.
    - g. Staining of adjacent work.
    - h. Development of bubbles, air pockets or voids.

1.2 SUBMITTALS:

- A. Product data: Submit manufacturer's product description, indicating conformance with specified requirements and installation instructions for each type of sealant. Indicate preparation and priming requirements for each substrate condition.
  
- B. Color samples:
  - 1. Samples shall be actual materials or literature depicting actual colors of standard color materials. Architect reserves the right to reject work not in conformance with selected colors, based upon samples submitted.
  - 2. Submit samples of manufacturer's standard material colors for full range of standard color sealants.
  
- C. Adhesion compatibility test results; (FIO): Submit a letter from sealant manufacturer indicating adhesion and compatibility testing has been performed and that materials are compatible and that adhesion is acceptable. Indicate requirements for primers or special preparation.

- D. Substrate staining test results; (FIO): Submit a letter from sealant manufacturer indicating that substrate stain testing has been performed on actual samples of substrates indicated to receive joint sealant and that sealant was found to be non-staining to substrate. Indicate requirements for primers or special preparation to meet non-staining requirements.

1.3 QUALITY ASSURANCE:

- A. Applicable standards as referenced herein:
1. ASTM International (ASTM).
- B. Adhesion compatibility tests: Perform tests on actual samples of stainless flashing systems; existing aluminum window and door frames, and existing and new stone panels, to determine that materials are compatible and that adhesion is acceptable. Identify requirements for primers or special preparation.
- C. Substrate staining test results: Perform test on actual samples of each type of stone to receive joint sealant to determine that sealant is non-staining to substrate. Identify requirements for primers or special preparation to meet non-staining requirements.
1. Test porous substances in accord with ASTM C1248-06.
  2. Test non-porous substrates in accord with ASTM D2203-01(2007).

1.4 PROJECT/SITE CONDITIONS:

- A. Weather conditions:
1. Install no materials under adverse weather conditions or when temperatures are below or above those recommended by manufacturer's product data or when substrate moisture content is above manufacturer's recommended level.
  2. Proceed with work only when forecasted weather conditions are favorable for joint cure and development of high early bond strength.
  3. Wherever joint width is affected by ambient temperature variations, install materials only when temperatures are in lower third of manufacturer's recommended installation temperature range.
- B. Protection of adjacent surfaces:
1. Protect by applying masking material or manipulating application equipment to keep materials in joint. If masking materials are used, allow no tape to touch cleaned surfaces to receive sealant. Remove tape immediately after caulking, before surface skin begins to form.
  2. Remove misapplied materials from surfaces by using solvents and methods recommended by manufacturer.
  3. At surfaces from which materials have been removed, restore to original condition and appearance.

1.5 WARRANTIES:

- A. Installer's warranty: Warrant work to be watertight and free from defects in materials and workmanship, including joint failure, for a period of five years. Form of warranty shall be as included in Project Manual.
- B. Exterior silicone sealant material warranty: Warrant exterior silicone sealants to be free from defects in materials and to provide structural adhesion, watertight weatherseal and non-staining of adjacent materials for a period of twenty years.
- C. Warranties shall begin at Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SEALANTS:

- A. Low modulus silicone sealant for joints in existing stone and new stone panel vertical joint (including control joints) applications:
  - 1. Acceptable products:
    - a. Dow Corning Corp., #790.
    - b. Pecora Corp., #890.
    - c. Tremco, Inc., an RPM Company, Spectrem 1.
  - 2. Characteristics:
    - a. Type: One-part, low modulus silicone rubber; meeting ASTM C920-05, Type S, Grade NS, Class 25.
    - b. Colors: As selected by Architect.
- B. Medium modulus silicone sealant at continuous horizontal joint at base of stone panels and new pavers at building edge, around the stainless steel davit cover, at the door threshold pan, non-porous substrates, exterior joints at perimeter of all aluminum-to-aluminum and metal-to-metal exterior applications:
  - 1. Acceptable products:
    - a. Dow Corning Corp., #795.
    - b. Pecora Corp., #895.
    - c. Tremco, Inc., an RPM Company, Spectrem 2.
  - 2. Characteristics:
    - a. Type: One-part silicone rubber; meeting ASTM C920-05, Type S, Grade NS, Class 25.
    - b. Colors: As selected by Architect.
- C. Multi-part, non-sag polyurethane sealant integral with waterproofing system; concealed conditions only:
  - 1. Acceptable products:
    - a. Tremco, Inc., an RPM Company, Vulkem 227.
    - b. Pecora Corp., Dynatrol II.
    - c. BASF Building Products, Sonolastic NP-2.
    - d. Tremco, Inc., an RPM Company, Dymeric 511.
  - 2. Characteristics:
    - a. Type: Two-part, polyurethane-based sealant with separate pre-packaged color agent to achieve special colors required; meeting ASTM C920-05, Type M, Grade NS, Class 25.
    - b. Colors: Black for all concealed conditions integral with waterproofing system.

2.2 ACCESSORY MATERIALS:

- A. Joint cleaner: Type recommended by material manufacturer for substrates indicated.
- B. Joint primer/sealer: Type recommended by material manufacturer for substrates, conditions and exposures indicated.
- C. Bond breaker tape: Plastic tape applied to contact surfaces where bond to substrate or joint filler must be avoided for material performance.
- D. Sealant backer rod: Compressible rod stock as recommended by sealant manufacturer for compatibility with sealant. Provide size and shape of rod to control joint depth.
- E. Tooling agent: Agent recommended by material manufacturer to ensure contact of material with inner joint faces.

**PART 3 - EXECUTION**

3.1 JOINT SURFACE PREPARATION:

- A. Clean joints of debris and projections including shims.
- B. Clean joint surfaces immediately before caulking joints. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond.
- C. Etch concrete and masonry joint surfaces to remove excess alkalinity, unless material manufacturer's product data indicates that alkalinity does not interfere with bond and performance. Etch with 5% solution of muriatic acid; neutralize with dilute ammonia solution; rinse with clean water and allow to dry before caulking.
- D. Roughen joint surfaces of non-porous materials, unless material manufacturer's product data indicates equal bond strength as porous surfaces. Rub with fine abrasive cloth or wool to produce dull sheen.

3.2 APPLICATION:

- A. Comply with caulking material manufacturer's product data and ASTM C1193-05a except where more stringent requirements are specified.
- B. Prime joint surfaces where recommended by material manufacturer. Do not allow primer/sealer to spill or migrate onto adjacent surfaces.
- C. Install backer rod for caulking materials, except where recommended by material manufacturer to be omitted for application indicated.
  - 1. Place backer rod to maintain recommended sealant thickness and profile.
  - 2. Place rod at depth to provide sealant manufacturer's recommended sealant depth.
  - 3. Do not twist rod during installation.

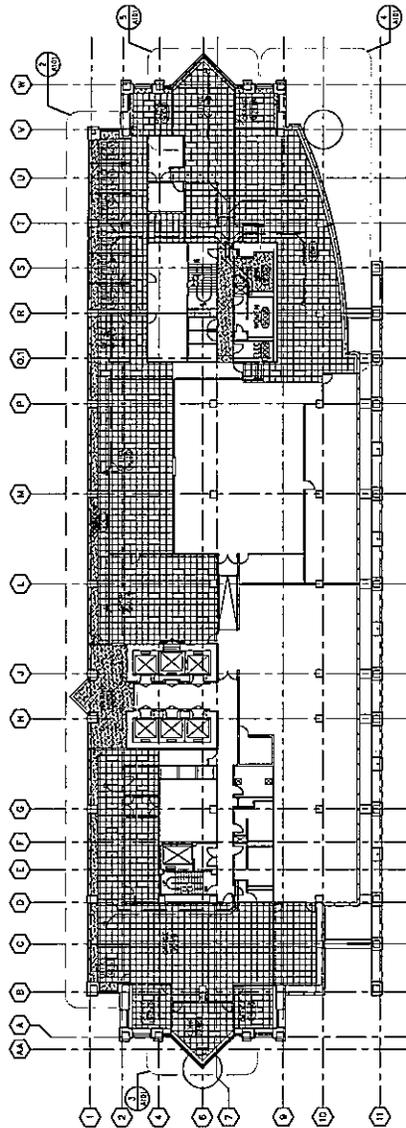
4. Place rod to minimize possibility of extrusion when joint is compressed.
  5. Install bond breaker tape in lieu of backer rod for shallow, closed joints and as recommended by manufacturer's product data.
- D. Employ installation techniques which will ensure that materials are deposited in uniform, continuous ribbons without gaps or air pockets, with complete wetting of joint bond surfaces. Where horizontal joints are between a horizontal surface and a vertical surface, fill joint to form slight cove so that joint will not trap moisture and debris.
- E. Do not allow materials to overflow onto adjacent surfaces. Prevent staining of adjacent surfaces.
- F. Remove excess and misplaced materials as work progresses. Clean the adjoining surfaces to remove misplaced materials, without damage to adjacent surfaces or finishes.
- G. Tool joints of non-sag sealant to concave profile and smooth, uniform surface, flush with edges of substrate. Maintain sealant depth-to-width ratio in accord with manufacturer's product data.
- H. Cure sealants and caulking compounds in accord with manufacturer's product data to obtain high early bond strength, internal cohesive strength and surface durability. Protect uncured surfaces from contamination and physical damage.

### 3.3 CAULKING SCHEDULE:

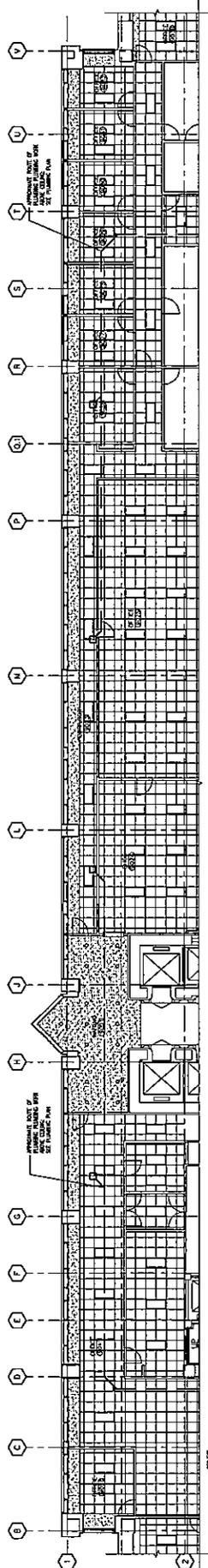
- A. Exterior vertical joints at stone panels: Low modulus silicone sealant.
- B. Exterior joints at perimeter of aluminum systems, metal systems, and metal flashings: Medium modulus silicone sealant.
- C. Concealed joints integral to waterproofing system: Multi-part polyurethane sealant.

End of Section

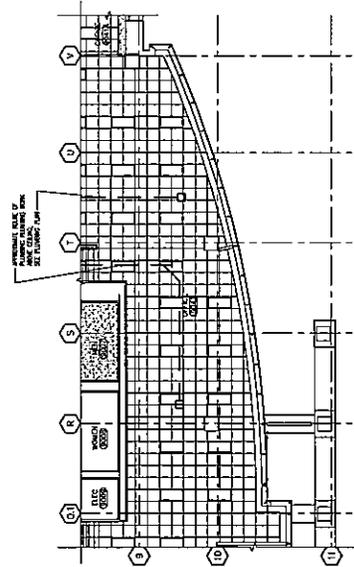
# **DRAWINGS SECTION**



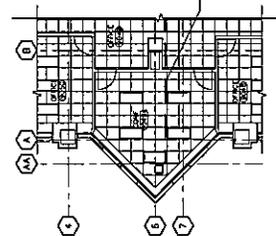
1 REF. CEILING, 9TH FLOOR  
1/8" = 1'-0"



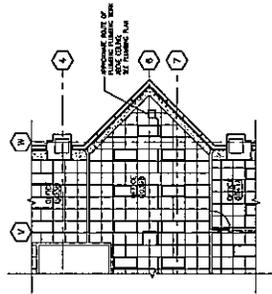
2 PARTIAL RCP. BELOW NORTH TERRACE  
1/8" = 1'-0"



4 PARTIAL RCP. BELOW SOUTH TERRACE  
1/8" = 1'-0"



3 PARTIAL RCP. BELOW WEST TERRACE  
1/8" = 1'-0"

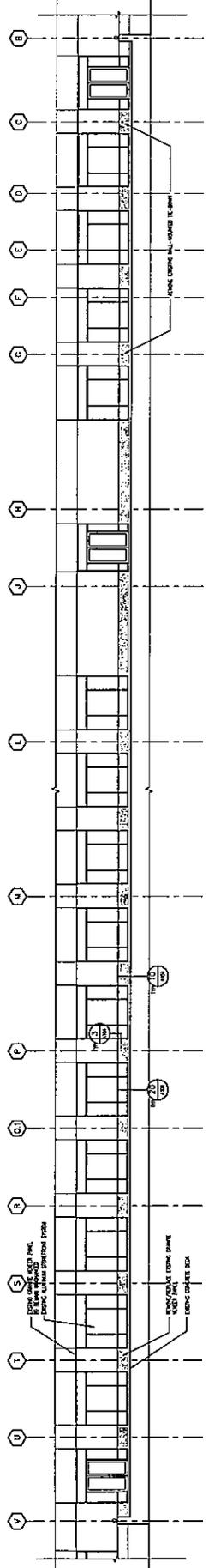


5 PARTIAL RCP. BELOW EAST TERRACE  
1/8" = 1'-0"

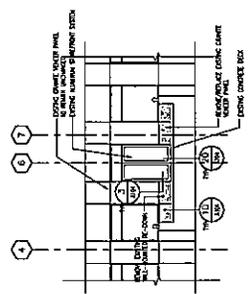
LEGEND  
100% JOIST COVER  
100% JOIST COVER  
100% JOIST COVER

NOTES  
1. FINISHES SHALL BE AS NOTED.  
2. FINISHES SHALL BE AS NOTED.  
3. FINISHES SHALL BE AS NOTED.  
4. FINISHES SHALL BE AS NOTED.  
5. FINISHES SHALL BE AS NOTED.  
6. FINISHES SHALL BE AS NOTED.  
7. FINISHES SHALL BE AS NOTED.  
8. FINISHES SHALL BE AS NOTED.  
9. FINISHES SHALL BE AS NOTED.  
10. FINISHES SHALL BE AS NOTED.  
11. FINISHES SHALL BE AS NOTED.

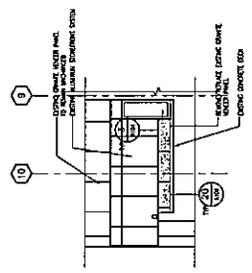




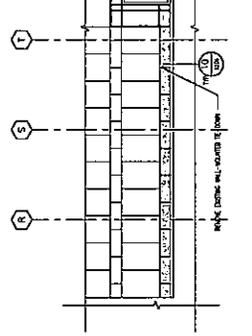
1 SECTION/ELEV. NORTH TERRACE  
1/100 171-1-1-2



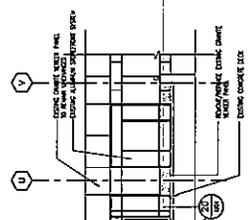
2 SECTION/ELEV. WEST TERRACE  
1/100 171-1-1-2



3 SECTION/ELEV. SOUTH TERRACE  
1/100 171-1-1-2



4 SECTION/ELEV. SOUTH TERRACE  
1/100 171-1-1-2



5 SECTION/ELEV. EAST TERRACE  
1/100 171-1-1-2

