



INVITATION TO BID 14ITB94009K-JAJ

**FULTON COUNTY GOVERNMENT CENTER
REMEDICATION OF UPPER TERRACE**

For

FACILITIES AND TRANSPORTATION SERVICES DEPARTMENT

BID DUE DATE AND TIME: August 22, 2014 11:00 A.M.

BID ISSUANCE DATE: July 18, 2014

PRE-BID CONFERENCE DATE: July 31, 2014

PURCHASING CONTACT: James A. Jones

E-MAIL: james.jones@fultoncountyga.gov

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

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INVITATION TO BID

INSERT BID #14ITBXXXXXX-XX - FULTON COUNTY GOVERNMENT CENTER REMEDICATION OF UPPER TERRACE

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for remediation of three (3) outdoor terraces above grade level at the Fulton County Government Center, Upper Terrace, will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, **no later than 11:00 a.m.**, local time, on **August 22, 2014**.

SCOPE OF WORK

The Fulton County Government Center occupies a complete city block in downtown Atlanta, Georgia, and is bounded on the west by Peachtree Street, on the north by Martin Luther King, Jr. Drive, on the east by Pryor Street, and on the south by Mitchell Street. The facility has three (3) outdoor terraces above grade that are located above conditioned and unconditioned interior spaces and the loading dock that is accessed from Mitchell Street. Each terrace is experiencing distress to the surface coverings that are placed on structural concrete slabs, resulting in damage to paver systems and adjacent wall surfaces, and in some locations, water intrusion damage to interior spaces below the terraces. The Scope of Work for this project is limited to remediation of the Upper Terrace on Peachtree Street adjacent to the Public Safety building at the corner of Peachtree and Mitchell Streets.

The detailed scope of work and technical specifications are outlined in Section 4, Project Scope of Work and Technical Specifications of this bid document.

PERMITS

Bidder is responsible for obtaining any and all permits required by the specifications for the work to be performed on this project.

RIGHTS OF WAY/EASEMENTS

No right of way or easements are a part of this project.

BID DOCUMENTS

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

A viewing copy (**FOR VIEWING PURPOSES ONLY**) of the **Drawings** will be available in the Department of Purchasing & Contract Compliance Plan Room located at 130 Peachtree Street, S.W. Suite 1168, Atlanta, Georgia 30303.

A complete set of plans may be purchased at a cost of \$31.81 plus tax, or \$1.00 per page plus tax from ARC Document Solutions. Delivery cost is an additional \$10.40.

- Send an e-mail to Atlanta.customerservice@e-arc.com and they will send you a link to the project to order online.

If you have difficulty or questions, you may also send a request (404) 873-5911 and ask for customer service.

ARC Document Solutions' Atlanta office is located at:
640 10th Street
Atlanta, GA 30318

As noted all documents related to the bid process can be delivered, shipped or picked up at any ARC Document Solutions location throughout the Southeast. These locations are listed at the following internet address: <http://www.e-arc.com/locations> .

PURCHASING CONTACT

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

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: James A. Jones
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Email: james.jones@fultoncountyga.gov
Reference Bid #:14ITB94009K-JAJ

PRE-BID CONFERENCE

A Pre-Bid Conference will be held at the Fulton County Department of Purchasing & Contract Compliance Bid Room

Date: July 31, 2014
Time: 2:00 P.M.
Location: 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.

Due to the Scope of Work a mandatory site visit will be held immediately following the Pre-Bid at 130 Peachtree Street, S. W., Suite 1168, Atlanta, Georgia 30303 for all potential bidders. Failure to attend the mandatory site visit will disqualify a bidder from submitting a proposal.

Any additional questions asked at the Pre-Bid Conference must be submitted in written form at the Pre-Bid conference and will be responded to in the form of an addendum with the County's official responses.

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

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: rhoolanda.stanberry@fultoncountyga.gov.

BONDING REQUIREMENTS

Each Bid must be accompanied by a Bid Bond, prepared on the Bid Bond provided in this Bid Document or a Surety Company's Standard Bid Bond, duly executed by the Bidder as principal and having as surety, a surety company licensed to do business in the State of Georgia by the Georgia Insurance Commissioner and listed in the latest issue of U.S. Treasury Circular 570, in the amount of five percent of the Bid.

The successful Bidder for this Contract will be required to furnish a satisfactory Performance and Payment Bond each in the amount of 100 percent of the Bid, and proof of insurance in accordance with the requirements set forth in Section 5 of this Bid Document.

OWNER - CONTRACTOR AGREEMENT**14ITB94009K-JAJ-****FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE**

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 ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions (if applicable)
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Bid, Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **[INSERT CONTRACT AMOUNT IN WORDS]**, (**[\$[INSERT CONTRACT AMOUNT IN NUMBERS]**) 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 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 Construction 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: 14ITB94009K-JAJ**FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE**

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **two hundred seventy (270)** 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. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

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 its 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, County's Commissioners, officers, employees, successors, assigns and agents, 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, County's Commissioners, officers, employees, successors, assigns and agents 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 provision]**

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].

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:

David L. Ricks, Director
Facilities and Transportation Services
Department

INSTRUCTIONS TO BIDDERS

1. 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.

2. BID PREPARATION

Bidders shall **SUBMIT ONE (1) ORIGINAL, SIGNED AND DATED, AND FOUR (4) COPIES** on the forms provided in the Bid Document.

All bids must be made on the bid forms contained herein and shall be subject to all requirements of the Agreement Documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the Bidder.

Lump sum, unit price and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. All blank spaces must be typed or hand written in blue ink on the "Original". All dollar amounts must be BOTH in writing and figures and represent prices for the published scope of work without exceptions.

The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.

Erasures or other changes in the bids must be explained or noted over the signature of the Bidder. All corrections to any entry must be lined out and initialed by the Bidder. Please do not use correction tapes or fluid. Failure to do so shall render the Bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.

3. RECEIPT AND OPENING OF BIDS

Sealed bids will be received by the Fulton County Department of Purchasing &

Contract Compliance at Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303. All submitted bids shall be time and date stamped according to the clock at the front desk of the Fulton County Department of Purchasing & Contract Compliance. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance and labeled **14ITB94009K-JAJ – FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE.**

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. 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.

4. 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 PM, Tuesday, August 12, 2014. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

**Department of Purchasing and Contract Compliance
Attn: James A. Jones Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax # - 404-224-5287
james.jones@fultoncountyga.gov
Bid # 14ITB94009K-JAJ**

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 Specifications which, if any addend are issued to this Invitation to Bid.

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.

5. **SITE EXAMINATION**

There will be a site visit for this project. It will be held immediately following the Pre-Bid Conference on **July 31, 2014**. Bidders **are** required to attend.

6. **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.**

7. **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 no 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.

8. SURETY BONDS

The submission of surety bonds subsequent to the Bid submission shall be:

- a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the Commission and authorized to act as such in the State of Georgia;
- b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and

- c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

9. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

10. 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.

11. 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 Purchasing Code §102-448 *et. seq.*, which is incorporated by reference herein.

12. 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.

13. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the Commission. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the Commission reserves the right to waive any irregularities

or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

14. **AWARD CRITERIA**

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
 - a. The completeness of all material, documents and/or information required by the County;
 - b. 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.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
 - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;
 - b. 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;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
 - d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - e. Has the appropriate and adequate technical experience necessary to perform the Work;
 - f. Has adequate personnel and equipment to do the Work expeditiously;
 - g. Has suitable financial means to meet obligations incidental to the work.

15. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

16. 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.

17. 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. 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.

18. WAGE CLAUSE

Pursuant to 102-413, 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.

19. 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.

20. 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.

21. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the County's Non Discrimination in Contracting and Procurement.

22. 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.

23. 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.

24. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Effective July 1, 2013, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia).

A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

The Director of Purchasing & Contract Compliance is authorized to conduct random audits of a contractor's or subcontractors' compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of Labor.

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

25. SUBCONTRACTING OPPORTUNITIES

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

26. TERM OF CONTRACT

The term of the Agreement shall be for a period of two hundred seventy (270) calendar days, or as may be amended under the Agreement to comprise the Agreement Time. Contractor shall commence the Work within ten calendar days after receipt of Notice to Proceed and shall substantially complete the Work within two hundred seventy (270) calendar days from issuance of the Notice to Proceed and finally complete the Work within three hundred (300) calendar days of issuance of the Notice to Proceed.

27. 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.

28. AUTHORIZATION TO TRANSACT BUSINESS

If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

29. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the County.

30. SUBSTITUTIONS

See Special Conditions Article.

31. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered

prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

32. BID GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals 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 be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.

5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.
9. 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.
10. 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).

33. SUBMITTALS

The following submittals must be completed and submitted with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	Bid Submittal Check Sheet	Check (√)
1.	Georgia Security and Immigration Contractor Affidavit(s) and Agreements	
2.	Georgia Security and Immigration Subcontractor Affidavit(s)	
3.	Bid Form	
4.	Acknowledgment of Addenda	
5.	Bid Bond	
6.	Non-Collusion Affidavit	
7.	Certificate of Acceptance of Request for Bid	
8.	Georgia Utility Contractor's License (NA)	
9.	Georgia General Contractor's License	
10.	Georgia Professional License	
11.	Certificate Regarding Debarment	
12.	Disclosure Form and Questionnaire	
13.	Office of Contract Compliance Requirements (submitted in a separate envelope)	
14.	Proof of Insurance Coverage	

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **14ITBXXXXXX-XX – Fulton County Government Center
Remediation of Upper Terrace**

Submitted on _____, 2014

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 agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

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 following Cost Proposal Form shall be used for submitting Bid Prices.

See Next Page

COST PROPOSAL

DIVISION	COMPONENT DESCRIPTION	QUANTITY	DOLLAR UNIT	COST	TOTAL COST
1	General Conditions/Requirements				
2	Site Work & Demolition				
3	Concrete				
4	Masonry				
5	Structural & Misc. Steel				
6	Wood & Plastic				
7	Thermal Moisture Protection				
8	Doors & Windows				
9	Finishes				
10	Specialties				
11	Equipment				
12	Furnishing				
13	Special Construction				
14	Conveying System				
15	Mechanical				
16	Electrical				
A. Sub Total (1-16):					
B. Contractor Profit:					
C. Contractor Overhead:					
D. Owner-Controlled Contingency:					\$250,000.00
Sub Total (A-D):					
TOTAL BASE BID AMOUNT:					

ALTERNATE #1

Cost associated with the installation of a new stainless steel security fence and gate as described on Drawing A-201 detail 3A. **Bidder understands that Alternate #1 will be exercised at the sole discretion of the County.**

PRODUCT	PER UNIT COST	QUANTITY	TOTAL COST
Stainless Steel Security Fence And Gate		1	

TOTAL BID AMOUNT, INCLUDING ALTERNATE #1: \$ _____

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 (Base Bid Amount):

_____ 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.

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

**14ITB94009K-JAJ
FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE**

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 **14ITB94009K-JAJ FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE**, a Bid;

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

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

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

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

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

(SIGNATURES ON NEXT PAGE)

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

ATTEST:

PRINCIPAL

BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

SECRETARY

(CORPORATE SEAL)

SURETY

BY _____

(SEAL)

PAYMENT BOND

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

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

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

PAYMENT BOND

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

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

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

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.

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

4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.

5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.

7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes. **IN WITNESS WHEREOF**, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this _____ of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

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 _____
(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, 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 **Fulton County Government Center Remediation of Upper Terrace**, 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 _____, _____.

(Principal) (SEAL)

By _____

Attest:

Secretary

(Surety) (SEAL)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

SECTION 4

SCOPE OF WORK

The following is the General Description of the work to be performed. Details of the Scope of Work and Technical Specifications may be found in **Section 10, Exhibits, Final Design Drawings – Issued for Bids, Permit & Construction** documents.

1. SUMMARY OF WORK

A. PROJECT DESCRIPTION

The Fulton County Government Center occupies a complete city block in downtown Atlanta, Georgia, and is bounded on the west by Peachtree Street, on the north by Martin Luther King, Jr. Drive, on the east by Pryor Street, and on the south by Mitchell Street. The facility has three outdoor terraces above grade that are located above conditioned and unconditioned interior spaces and the loading dock that is accessed from Mitchell Street. Each terrace is experiencing distress to the surface coverings that are placed on structural concrete slabs, resulting in damage to paver systems and adjacent wall surfaces, and in some locations, water intrusion damage to interior spaces below the terraces. The Scope of Work for this project is limited to remediation of the Upper Terrace on Peachtree Street adjacent to the Public Safety building at the corner of Peachtree and Mitchell Streets.

B. GENERAL DESCRIPTION OF WORK

1. Work of this project generally includes:
 - a. Removal of existing paving systems to structural slab, including demolition of existing brick pavers and the removal of existing granite pavers to be reinstalled.
 - b. Removal of existing landscaping materials to structural slab.
 - c. Removal of existing waterproofing on structural slabs.
 - d. Demolition of existing ceiling below terrace.
 - e. Demolition of existing storm water drainage system.
 - f. Disassembly and reinstallation of mechanical ductwork above the ceiling below the terrace.
 - g. Removal and reinstallation of light fixtures and other ceiling components to remain below the terrace.
 - h. Demolition, disposal, and replacement of damaged and contaminated interior wall finishes at conditioned interior spaces below terrace.
 - i. Replacement of carpet in area below terrace as indicated on the drawings.

- j. Disassembly and reinstallation of granite wall panels supported by metal framing adjacent to area to receive new paving system. The existing walls do not have exterior sheathing in these locations; access to panel connections will be from the interior of the building.
 - k. Removal and replacement of interior finishes to access exterior wall panel connections.
 - l. Installation of vertical curbs between metal framing that supports granite wall panels.
 - m. Field cutting of granite wall panels supported by concrete walls.
 - n. Repair and replacement of existing damaged granite panels.
 - o. Clean and paint steel framing at existing glazed canopy.
 - p. Demolition of existing planter walls.
 - q. Installation of new low concrete walls and pedestals.
 - r. Installation of new slabs on fill material inside existing planting areas to remain.
 - s. Installation of new drains and storm water piping.
 - t. Application of new waterproofing and flashings.
 - u. Electronic Field Vector Mapping.
 - v. Installation of new overburden as indicated on the drawings.
 - w. Replacement of existing damaged materials as indicated on the drawings.
 - x. Seal joints at reinstalled granite wall panels.
 - y. Wet seal glazing where indicated on the drawings..
 - z. Install new landscaping, light fixtures, and furnishings as indicated on the drawings.
2. The Contractor is responsible for completing all specified requirements necessary to provide for completed work being sound, durable and watertight.

C. PREPARATION:

- 1. Conduct a complete investigation of the existing project conditions to identify the areas of work, extent of work and considerations required to complete the work. No consideration will be given to claims based on a difference between actual and assumed conditions.
- 2. Take field measurements, verify field conditions and carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing the work. Drawings provided are not to be used for dimensions; field measurements must be taken.

D. SPECIAL PROJECT CONDITIONS:

1. Minimize disturbance to the facility and its occupants, operations, and components to remain in place during construction. Provide a work plan for review and approval by Fulton County to fully describe construction sequencing and associated interference with the use of the facility.
2. Protect the building, the property, the building occupants and their property from damage related to construction activity.
3. Provide protective barricades, enclosures, directional and warning signage and other methods to assure safe passage of pedestrians and vehicles in areas affected by the work.
4. Coordinate the sequencing of construction activity that will potentially affect services, egress, and/or life safety features of the facility with Fulton County.
5. In addition to performing the work herein defined, keep all areas in a watertight condition throughout construction period. Contractor shall provide and bear all costs associated with temporary waterproofing.
6. Repair and reinstall items damaged during the course of the work of this project. Reuse of any items involved in the work is subject to the Contractor's ability to remove, store and reinstall the item without permanently damaging or marring the items to be reused. If the Contractor is unable to reuse any item as prescribed herein, he shall substitute new material to match existing in lieu of reusing same. Contractor may also elect to use new material to match existing in lieu of reuse of existing for his own convenience.
7. The contractor shall recycle removed materials and provide documentation relative to the quantities recycled.

2. SUMMARY OF WORK SEQUENCES:

A. DEMOLITION:

1. Remove pavers.
2. Remove landscaping and soils in planters as indicated on the drawings.
3. Remove planter walls as indicated on the drawings.
4. Remove existing waterproofing.
5. Remove interior finishes below terrace as indicated. Salvage existing light fixtures to be reinstalled in new ceiling.
6. Remove existing drains and storm water piping below terrace.
7. Disassemble mechanical components as required to install new drains and storm water piping.

8. Remove interior drywall as required for removal of bottom granite wall panels supported by metal framing.
9. Cut bottom of granite panels supported by concrete walls to remain in place to ½ inch above top of new paver system.

B. MECHANICAL AND PLUMBING

1. Install new drains and storm water piping as indicated on the drawings.
2. Reinstall ductwork and other building support system components required to be disassembled above the ceiling below the terrace.

C. WATERPROOFING

1. After review of submittals, conduct a pre-construction meeting involving owner, architect, construction consultant, material suppliers and field supervision.
2. Place new slabs on fill in planter areas with finish and curing compounds acceptable to the waterproofing manufacturer.
3. Coordinate with plumbing contractor to properly locate and install new drains.
4. Prepare concrete surfaces with patching materials as required. Base bid includes an allowance for 200 board feet (board feet = 12" x 12" x 1" thick) of repair mortar.
5. Rout and seal cracks in concrete as recommended by the manufacturer of the products to be installed on each surface. Base bid includes an allowance for 200 linear feet of cracks in existing concrete wall surfaces to receive waterproofing membrane and elastomeric coating in planting areas and 200 linear feet in slab surfaces to receive waterproofing membrane.
6. Furnish and install specified expansion joint cover #1 to be embedded in waterproofing membrane as indicated on the drawings.
7. Prepare concrete surface for additional waterproofing detail applications as recommended by the manufacturer.
8. Locate and install vertical steel reinforcing for concrete containment curbs as indicated on the drawings. The waterproofing shall extend up each vertical steel reinforcing dowel approximately 2 inches.
9. Fabricate and install specified framing, sheathing, and flashing components behind granite veneer to be removed and reinstalled that work in concert with the waterproofing system.
10. Fabricate and install sheet metal flashing for perimeter waterproofing details at cast-in-place concrete walls.

11. Fabricate and install sheet metal flashing and grout as required at the base of curtain wall and storefront assemblies for installation of the waterproof membrane.
12. Fabricate and install vertical jamb flashing at door openings.
13. Install waterproof membrane on planter slabs and walls. Install stainless steel flashing and through-wall drain as indicated on the drawings.
14. Fabricate and install two piece termination bar and counter flashing as indicated on the drawings.
15. Install waterproof membrane at treads and risers of stairs at the west elevation, south corner of the Upper Terrace.
16. Install waterproof membrane down the ramp and around the planter at the west elevation of the Upper Terrace.
17. Furnish and conduct electronic field factor mapping (EFVM) of the completed waterproofing membrane application prior to placing overburden. The electronic field vector mapping job shall be witnessed by the owner, architect and construction consultant.
18. Furnish and apply elastomeric coating on concrete surfaces above waterproofing flashings and termination bars as indicated on the drawings.
19. Install granite panels to be repaired or replaced due to damage.
20. Wet seal the curtain wall and storefront assemblies as indicated.
21. Place cove sealants around posts at ornamental fence.

D. OVERBURDEN

1. Construct reinforced concrete walls and pedestals as indicated on the drawings.
2. Place drainage mat, insulation, pedestals and pavers as indicated on the drawings.
3. Place drainage mat, insulation and mortar set pavers as indicated on the drawings.
4. Furnish and install new paver assembly at both pedestal and mortar set locations as indicated on the drawings.
5. Furnish and install exposed expansion joint cover #2 in the concrete curb and walls along column line 28/28.1.
6. Place soil and planting material as indicated on the drawings.
7. Clean and paint hollow metal doors and frames.
8. Clean and paint welded wire screen covers and framing over areaways.

9. Clean and paint existing steel awning at east elevation.
10. Install ornamental fence, light fixtures, and furnishings as indicated on the drawings.

E. INTERIORS

1. Install new batt insulation on back of reinstalled granite panels supported by metal framing. Replace gypsum wallboard where removed for access to granite veneer connections.
2. Install new ceiling below terrace.
3. Reinstall light fixtures and other ceiling components to remain that were removed during construction.
4. Replace interior finishes as indicated on the drawings.

Insurance and Risk Management Provisions Building Remediation (Upper Terrace) Project

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

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

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

To include U.S. Longshoremen and Harbor Workers Act

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

Bodily Injury and Property Damage Liability	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
Damage to Rented Premises	Limits	\$100,000

Building Remediation - Upper Terrace

*General Liability Policy to include the following:

- Per Project/Location Aggregate and Completed Operations for 3 Years after final payment.
- Policy to provide evidence of X, C, U coverage.
- Policy to have no exclusion for demolition work.

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits Each Occurrence \$1,000,000
(Including operation of non-owned, owned, and hired automobiles).

Broadened Pollution Endorsement CA9948 and MCS 90

4. UMBRELLA LIABILITY Per Occurrence/Aggregate \$2,000,000/\$2,000,000

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

*Or by endorsement to General Liability Policy for sudden and accidental**

If Pollution provided by General Liability Endorsement and sudden and accidental, Completed Operations would not be a requirement.

- Should asbestos/lead abatement and removal operations be required by this contract, Must provide the following coverages: Pollution Policy to provide asbestos/lead abatement coverage on an Occurrence basis; Professional E&O and Umbrella coverage.
- Abatement operations to be performed by a qualified state licensed abatement contractor.
- To include three (3) years of extended Completed Operations coverage or a three (3) year extended reporting period.

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) 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), its' equivalent or on a blanket basis.

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

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.

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

Consultant/Contractor hereby agrees to indemnify and hold harmless Fulton County, its Commissioners and their respective officers, members, employees, and agents (each, hereinafter referred to as an "Indemnified Person") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees due to liability to a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage arising out of or resulting from the performance of this Agreement or any act or omission on the part of the Consultant/Contractor, its agents, employees or others working at the direction of Consultant/Contractor or on its behalf, or due to any breach of this Agreement by the Consultant/Contractor or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification is binding upon to the successors and assigns of Consultant/Contractor. This indemnification does not extend to the sole negligence of the Indemnified Persons nor beyond the scope of this Agreement and the work undertaken thereunder. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

Building Remediation - Upper Terrace

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: _____

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 (***applicable***)
 - Form C1 – Georgia Utility License Contractor License (NA)
 - Form C2 – Georgia General Contractors License
 - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 102-397, this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

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

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages # _____ to # _____ inclusive, including any addenda # _____ to # _____ exhibit(s) # _____ to # _____, attachment(s) # _____, 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 offeror to submit the proposal herein and to legally obligate the offeror thereto.

This is also to certify that the offeror has reviewed the form Fulton County contract included in the solicitation documents and agrees to be bound by its terms, or that the offeror certifies that it is submitting any proposed modification to the contract terms with its proposal. The offeror further certifies that the failure to submit proposed modifications with the proposal waives the offeror's right to submit proposed modifications later. The offeror also acknowledges that the indemnification and insurance provisions of Fulton County's contract included in the solicitation documents are non-negotiable and that proposed modifications to said terms may be reason to declare the offeror's proposal as non-responsive.

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)

**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)

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)

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 102-449 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) 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.

(b) 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 Section 102-431) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20____

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (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;

Circle One: YES NO

(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

Circle One: YES NO

(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.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever 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 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 _____, 20_____

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20_____

(Notary Public) (Seal)

Commission Expires _____
(Date)

**FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A 13-10-91 and the Georgia Department of Labor Rule 300-10-01-.02 by executing the Contractor Affidavit provided.

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF GEORGIA

COUNTY OF FULTON

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 services¹ 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*,² 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 Contractor Name)

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

²[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].

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

Instructions:

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

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

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

STATE OF GEORGIA

COUNTY OF FULTON

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 services³ 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*,⁴ 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 Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

⁴*[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].

SECTION 7

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

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 without regard to the race, color, gender or national origin of the ownership of any such business. 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 or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

The County effectuates Equal Employment Opportunity thru Policy #800-8, Non-Discrimination in Contracting and Procurement. This policy considers racial and gender workforce availability. The availability of each workgroup is derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with Fulton County, the successful bidder/proposer must complete an Equal Employment Opportunity Report (EEOR), describing the racial and gender make-up of the firm's work force. If the EEOR indicates that the firm's demographic composition indicates underutilization of employee's of a particular ethnic group for each job category, the firm will be required to submit an aggressive action plan setting forth steps the firm will take to address the identified underutilization.

DETERMINATION OF GOOD FAITH EFFORTS

During the course of the project, the Prime Contractor shall demonstrate that they have made all efforts reasonably possible to ensure that Minority and Female Business Enterprises (MFBE) have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Written documentation demonstrating the Prime Contractor's outreach efforts to identify, contact, contract with or utilize Minority or Female owned businesses shall include holding pre-bid conferences, publishing advertisements in general circulation media, trade association publications, minority-focused media, and the County's bid board, as well as other efforts.

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location,

location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

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 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 payment 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 proposal being deemed non-responsive.

- 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 Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.

- Exhibit H – First Source Jobs Program Information, Form 1

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 2

All Contract Compliance documents (Exhibits A – H 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.

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 Purchasing & Contract Compliance pursuant to 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.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES		
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS																			
FIRST/MID LEVEL OFFICIALS and MANAGERS																			
PROFESSIONALS																			
TECHNICIANS																			
SALES WORKERS																			
ADMINISTRATIVE SUPPORT WORKERS																			
CRAFT WORKERS																			
OPERATIVES																			
LABORERS & HELPERS																			
SERVICE WORKERS																			
TOTAL																			

FIRMS'S NAME

ADDRESS

TELEPHONE

This completed form is for (Check only one):

Submitted by:

Bidder/Proposer

Subcontractor

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 enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. 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.
3. 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, please attach copy of recent certification.**

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

SUBCONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
CONTACT PERSON: _____
ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____
WORK TO BE PERFORMED: _____
DOLLAR VALUE OF WORK: \$ _____ PERCENTAGE VALUE: _____ %

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

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/Proposer 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/Proposer 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/Proposer 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 subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors 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/proposal.

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

perform 100% of the work required for _____
(ITB/RFP Number)

(Description of Work)

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

1. That the bidder/proposer 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/proposer 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 decision made by the bidder/proposer 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

ITB/RFP No. 14ITBXXXXXX-XX

Project Name FULTON COUNTY GOVERNMENT CENTER
REMEDICATION OF UPPER TERRACE

This form must be completed and submitted with the bid/proposal if a joint venture approach is to be undertaken.

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation 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: _____
Telephone No.: _____
Nature of Business: _____

- 2) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

- 3) Name of Business: _____
Street Address: _____
Telephone No.: _____
Nature of Business: _____

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. 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?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. 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.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

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

13. Number of personnel to be involved in project, their crafts and positions and whether they are employees of the Minority/Female Business Enterprises enterprise, the majority firm or the joint venture: _____

14. 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 Contract Compliance, Departments of Purchasing and Contract Compliance, and 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 officer, personally appeared _____ known to
me to be the person described in the foregoing Affidavit and acknowledges that he (she)
executed the same in the capacity therein stated and for the purpose therein contained.

Should you have questions regarding any of the documents contained in Section 6, please feel free to contact the Office of Contract Compliance at (404) 763-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

It is the policy of Fulton County Government to provide employment opportunities to the citizens of Fulton County. This policy will apply to all contracts procured through the Department of Purchasing & Contract Compliance valued in excess of \$200,000. The Prime Contractor is expected to utilize the First Source Jobs Program to fill 50% of the entry level jobs which arise as a result of any project funded in whole or in part with County funds with residents of Fulton County.

PURPOSE:

The purpose of this policy is to create a pool of employable persons who are residents of Fulton County to be called upon as a source to fill jobs created as a result of any eligible project funded in whole or in part with County funds in order to provide stable economic opportunities for families throughout the County. The First Source Jobs Program will be implemented by the Department of Purchasing & Contract Compliance and the Office of Workforce Development.

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 1) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with Fulton County.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program:

Company Representative: _____

Phone Number: _____

Email Address: _____

FULTON COUNTY
First Source Jobs Program Agreement

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

1. The contractor shall make a good faith effort to fill 50% of the entry level position(s) created by this project using the Fulton County First Source Jobs Program.
2. The contractor shall provide the applicable details of every entry level job in writing within the required form.
3. The contractor shall be expected to present documentation that confirms employment terms to both the employee and Fulton County.

The Office of Contract Compliance will assist with monitoring the participation of First Source Jobs Program employees during routine site visits and report findings to the Office of Workforce Development for confirmation and follow-up. The Office of Workforce Development shall notify the Director of Human Services and the Purchasing Agent of any determination of non-compliance with the requirements of this policy and recommend a resolution or action to be taken.

Upon a determination by the Purchasing Agent and the Director of Human Services that a contractor has failed to comply with any portion of this policy, the County may impose the following:

1. Ten percent (10%) of all future payments under the involved eligible project shall be entitled to be withheld from a contractor that has violated this policy until the contractor complies with the provisions of this policy.

The undersigned agrees to the terms and conditions set forth in this agreement.

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 2

SECTION 8 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 shall mean the individual designated in writing, by the Director of the Facilities and Transportation Services Department as the Construction Manager.

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

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

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or

relating to existing surface structures at or contiguous to the site are not Contract Documents.

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

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

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

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

Director - Director of the Facilities and Transportation Services Department of Fulton County, Georgia or the designee thereof.

Engineer of Record – AMEC Environmental & Infrastructure, Inc. developed the specifications and drawings referred to herein.

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, backcharge, 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 materialmen. 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

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, County's Commissioners, officers, employees, successors, assigns and agents, 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, County's Commissioners, officers, employees, successors, assigns and agents 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 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 construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County. 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 control 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 raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 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 materialmen, 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's 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 (75%) 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 one hundred percent (100%), 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 forty-five (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 (10%)** of the estimated value of the work performed until the progress payments, including retainage, total fifty percent (50%) 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 (10%) 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, materialmen, 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, materialmen, 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 materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 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 other 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 percent (10%) of the cost.
 - b. For the Contractor, for any work performed by a Contractor's subcontractor, five percent (5%) 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 percent (10%) of the cost.
 - d. For each subcontractor, for work performed by a sub-subcontractor, five percent (5%) 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 contract 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.

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

Notary Public

My Commission expires

SECTION 9

SPECIAL CONDITIONS

A. Working Hours

Work shall be performed during business hours of 7:00 AM to 5:00 PM, Monday through Friday, except as otherwise indicated.

Weekend hours: 6:00 PM on Friday to 5:00 AM on Monday, with prior permission from the County's Project Manager. Notice of weekend work shall be placed throughout the Government Center.

Special Events: As indicated by Fulton County and The City of Atlanta.

B. Demolition

Demolition work shall be conducted after hours and/or on the weekends. Prior notification to the County's Security Chief, the Project Manager for this project and the Fire Department shall be given three (3) days before scheduling demolition. All safety precautions shall be adhered to.

C. Existing Utility Interruptions

Do not interrupt utility service facilities occupied by Fulton County Government or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than five (5) days in advance of proposed utility interruptions or shutdowns.
2. Do not proceed with utility interruptions without Owner's written permission.

SECTION 01110
PROJECT PROCEDURES
PART 1 - GENERAL

1.1 SUMMARY:

- A. Work of this section includes project requirements for:
1. Cutting and patching.
 2. Submittals.
 3. Temporary facilities and controls.
 4. Material and equipment.
 5. Product options.
 6. Contract closeout.
 7. Cleaning up.

1.2 CUTTING AND PATCHING:

- A. Summary:
1. Contractor's responsibilities:
 - a. Contractor shall be responsible for cutting, fitting and patching required to complete the work and as follows:
 - 1) Make new and existing parts fit together.
 - 2) Provide penetrations of structural and non-structural surfaces for installation of materials and products as specified.
 - b. In addition to Contract requirements, perform the following:
 - 1) Uncover work to provide for observation of covered work.
 - 2) Remove samples of existing installed materials for testing and for matching of new materials.
 - 3) Remove work to provide for alteration, restoration or refinishing of existing work.
 - c. Do not endanger work by cutting or altering work.
 - d. Do not cut or alter work not of this Contract without written consent of Owner.
 2. Costs incurred for ill-timed work or uncovering of work shall include costs for services of Owner's consultants.
- B. Job conditions:
1. During cutting and patching operations, should suspect asbestos or asbestos containing materials, or any other material listed as a hazardous material by the Environmental Protection Agency be discovered, notify Construction Consultant and Owner, secure

- jobsite from inclement weather and discontinue that portion of the work until further instructed.
2. Drawings indicating existing building conditions are available from the Owner for general information only. The Owner assumes no responsibility for the actual condition of work to be altered. Conditions existing at the time of inspection for bidding purposes will be maintained by the Owner insofar as practicable. However, variations may occur by Owner's removal and salvage operations prior to the start of the demolition work.
 3. Conduct operations and the removal of debris to ensure minimum interference with roads, streets, walks and adjacent facilities.
 4. 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 removals or hauling operations.
 5. Conduct removal 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, as directed by the Owner.
 6. Protect portions of existing building indicated to remain. Repair or replace portions of building damaged by this work, at no additional cost.
 7. 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.
 8. Maintain building security. Secure construction area during non-working hours.
 9. Where removal or alteration of concealed structural members is required, which are not included in detail on drawings, submit engineering details for review by Construction Consultant prior to proceeding.
 10. Provide temporary fire protection devices. Coordinate with local building officials and Owner's insurance carrier.
 11. Provide temporary protective walkways or covering on existing finish floor surfaces to protect floor finishes.
 12. Schedule high noise level operations to non-business hours as acceptable to Owner where working in close proximity to existing business operations.
 13. Limit exterior dust by sprinkling or other acceptable methods.

1.3 SUBMITTALS:

- A. General provisions:
 - 1. Provisions specified are mandatory procedures for preparing and submitting specified submittals.
 - 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 submittals 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 reviewed and accepted by Construction Consultant.
- B. Submittal schedule:
 - 1. 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.
 - 2. During course of the Work, maintain an updated submittal schedule showing status of all submittals. Provide copies for Owner's and Construction Consultant's information at project meetings and at other times when requested.
- C. Sample preparation:
 - 1. Prepare samples in sizes, shapes and finishes in accord with provisions of individual specification sections.
 - 2. Samples submitted for color, sheen or texture selection for review 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 Owner and Construction Consultant may select the exact range to be provided.
 - 3. 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.
 - 4. The number of samples submitted shall be the number required by Contractor, plus one which will be retained by the Owner, unless otherwise indicated.
 - 5. Attach a tag to each sample, sized to accept Contractor's stamp and Construction Consultant's review comments. Samples submitted to Construction Consultant shall have tag stamped with Contractor's stamp and appropriate action shall be indicated thereon.

- D. Shop drawing preparation:
1. Drawings shall conform to the following requirements:
 - a. Number drawings consecutively.
 - b. Indicate working and erection dimensions and relationships to adjacent work.
 - c. Show arrangements and sectional views, where applicable.
 - d. Indicate material, gauges, thicknesses, finishes and characteristics.
 - e. Indicate anchoring and fastening details, including information for making connections to adjacent work.
 - f. Contract documents prepared by the Construction Consultant and his consultants will not be acceptable as shop drawing submittals.
 2. Form: Submit electronic copies of shop drawings in .pdf form.
- E. Product data preparation:
1. 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.
 2. Form: Number of copies submitted shall be the number required by Contractor, plus one which will be retained by Construction Consultant, plus one which will be retained by the Owner.
- F. Contractor's review:
1. Review, stamp with approval and submit to the Construction Consultant 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 made by the Contractor, which are not required by the Contract Documents, will be returned without action.
 2. 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.
 3. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Construction Consultant's review of submittals unless the Contractor has specifically informed the Construction Consultant in writing of such deviation at the time of submittal and the Construction Consultant

has given written acceptance 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 Construction Consultant's review thereof.

4. The Contractor shall direct specific attention, in writing or on resubmitted submittals, to revisions other than those requested by the Construction Consultant on previous submittals.
 5. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Construction Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
 6. Where work is indicated "By Others," Contractor shall indicate responsibility for providing and coordinating such work, whether by Subcontractors or under separate contracts.
 7. Contractor agrees that submittals processed by Construction Consultant 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.
 8. Contractor represents by submitting submittals 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.
 9. Date each submittal and indicate name of Project, Construction Consultant, 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.
 10. Accompany submittal with transmittal letter containing project name, Contractor's name, number and type of submittals, titles and other pertinent data. Transmittal shall outline deviations, if any, in submittals from requirements of Contract Documents.
 11. Perform no portion of the Work requiring submittal and review of submittals until the respective submittal has been reviewed and accepted by the Construction Consultant.
- G. Construction Consultant's review:
1. Construction Consultant 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.
 2. Construction Consultant's review or other appropriate action is only for checking for conformance with information given and the concepts expressed in the Contract Documents. Construction

Consultant's acceptance of a specific item shall not indicate acceptance of an assembly in which item is a component.

3. Construction Consultant's review of submittals shall not relieve Contractor of responsibility for deviation from requirements of Contract Documents unless Contractor has informed Construction Consultant in writing of such deviation at time of submission and Construction Consultant has given written acceptance to the specific deviation. Construction Consultant's review shall not relieve Contractor from responsibility for errors or omissions in submittals.
 4. Submittals required to be submitted "For Information Only" are required to demonstrate that the Work complies with performance requirements of the Contract Documents. Such submittals, if acceptable to Construction Consultant, will not be returned to Contractor.
 5. Construction Consultant will return one copy of reviewed shop drawings for printing and distribution by Contractor.
- H. Resubmission:
1. Make corrections and changes indicated for unacceptable submittals, and resubmit in same manner as specified above until Construction Consultant's acceptance is obtained.
 2. On resubmittal transmittal, direct specific attention to revisions other than corrections requested by Construction Consultant on previous submittals, if any.
- I. Distribution:
1. Contractor is responsible for obtaining and distributing copies of submittals to his subcontractors and material suppliers after, as well as before, final acceptance. Prints of reviewed shop drawings shall be made from transparencies which carry the Construction Consultant's appropriate comments.
 2. For duration of project, Contractor shall maintain a file of accepted submittals which shall be delivered to Owner as a part of project closeout documents.

1.4 TEMPORARY FACILITIES AND CONTROLS:

- A. Temporary storage facilities: Materials and equipment may be stored on-site at locations acceptable to the Owner. The Contractor is solely responsible for security of designated storage areas.
- B. Site access and parking:
 1. Parking for construction personnel shall be in locations acceptable to the Owner.

- C. Temporary utilities:
1. 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.
 2. Temporary heat and ventilation:
 - a. Provide temporary heat and ventilation as may be required by product manufacturers for proper product installation and performance of manufactured products.
 - b. Provide ventilation to prevent accumulation of dust, fumes or gases and to cure materials and disperse humidity.
 3. 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.
 4. Sanitary toilet facilities: Provide and maintain temporary toilet facilities for construction personnel. Existing facilities may not be used by personnel. Locate temporary toilet facilities in locations acceptable to Owner.
- D. Temporary hoist and staging equipment: Provide temporary equipment for transportation of personnel, materials and equipment.
1. Provide protective devices for structure during equipment use.
 2. Do not overload building structural system with temporary equipment; do not overload hoisting equipment or staging.
- E. Security:
1. For off-hours work of construction personnel, coordinate security clearance with the Owner's building security.
 2. Provide security guards as necessary to direct traffic during work operations. Security provisions to prevent loss of the contractor's tools, equipment, materials shall be at the sole discretion of the Contractor.
- F. Building access:
1. The Contractor shall generally be prohibited from entering the areas of the building except where work is in progress. Access to work areas through the building shall be approved by and coordinated with the Owner. Work and access shall cause no disruption to building occupants.
 2. 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.

3. 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.

G. Special protection requirements:

1. 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.
2. Provide barricades as required at areas captured for executing The Work.
3. Protect building from rain or water leakage during the course of The Work. Openings shall not be left unprotected overnight.
4. 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.
5. If required by work, 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.
6. Provide protection against overspray of cleaning materials or paint contacting building occupants or vehicles in drives or parking areas. 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.
7. Protect surfaces of fresh coating products from damage or discoloration due to rain, dust or physical damage. Replace damaged or defaced materials which cannot be restored to satisfaction of the Owner.

H. Relocation and Removal:

1. Relocate temporary facilities during construction as required by progress of the Work at no additional cost to the Owner.
2. 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.

1.5 MATERIAL AND EQUIPMENT:

- A. Delivery, storage and handling:
 - 1. 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. Include material Safety Data Sheets with all material shipments.
 - 2. Inspect materials upon delivery to ensure they are proper.
 - 3. Comply with manufacturer's instructions and recommendations for product storage and handling.
 - 4. Prevent corrosion, soiling or breakage of materials or contact with deleterious materials.
 - 5. Handle materials and equipment to prevent damage, deterioration or contamination. Install no materials which are physically damaged or stained prior to time for installation.
 - 6. Store and handle fluid products subject to spillage in areas where spills will not deface finished surfaces or other work.
 - 7. Flammable or hazardous materials:
 - a. Store minimum quantities in protected areas.
 - b. Provide appropriate type fire extinguishers near storage areas.
 - c. Observe manufacturer's precautions and applicable ordinances and regulations.
 - 8. 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.
- B. Materials containing hazardous substances:
 - 1. 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 Construction Consultant any materials containing hazardous substances that he may discover. Do not proceed with installation of materials containing known hazardous substances.
 - 2. 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. Substrate conditions:
1. Verify and obtain substrate conditions, tolerances and material alignments to receive applied or attached materials and construction.
 2. Substrates shall be sound, clean, dry and free of imperfections and conditions which would be detrimental to receipt of applied materials and finishes.
 3. Align materials to give smooth, uniform surface planes within specified tolerances and straight, level and plumb surfaces.
 4. Inspect substrates prior to installation of applied materials and finishes.
 5. Correct unacceptable conditions prior to proceeding with work.
 6. Existing sub-surfaces receiving new finishes shall have existing finish removed or, if sound, prepared in accord with manufacturer's product data to receive new specified finish.
- D. Finished surfaces:
1. Finished surfaces shall be clean, uniform and free of damages, soiling or defects in material and finish.
 2. Protection:
 - a. Protect finished surfaces from damage and soiling during application, drying or curing, as applicable.
 - b. Provide temporary protective coverings or barriers required.

1.6 PRODUCT OPTIONS AND SUBSTITUTIONS:

- A. Products are specified by reference standards, performance and manufacturer's name and model number or trade name.
1. When proprietary products are specified, no substitutions are allowed.
 2. When specified only by reference standard or performance, Contractor may select any product meeting specified standards or performance requirements, by any manufacturer.
 3. When several products or manufacturers are specified as being acceptable, Contractor has the option of choosing among those named.
 4. 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.

- B. In the event that specified items cannot be delivered to the jobsite and incorporated into the Work at such times and in such quantities as to cause no delay, then Contractor may request a substitution. 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.
- C. Inability to obtain specified items due to Contractor's failure to place timely orders will not be considered reason for authorizing substitutions.

1.7 CONTRACT CLOSEOUT:

- A. Closeout Timing:
 - 1. Contractor shall prepare, assemble and transmit the items listed herein to the Owner in care of the Construction Consultant.
 - 2. Documents, tools, equipment, demonstrations and other closing requirements shall be submitted or performed and accepted prior to Date of Final Acceptance.
- B. Detail Requirements:
 - 1. Inspection reports:
 - a. Submit certificates from applicable local governmental agencies that the construction has been inspected as required by laws.
 - b. Submit one copy of testing agencies inspection and test reports.
 - 2. Warranties:
 - a. Contractor shall furnish his warranty and shall require each subcontractor to furnish his warranty, in writing. 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.
 - b. 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.

1.8 CLEANING UP:

- A. General requirements:
 - 1. Contractor shall keep the project site free from accumulation of waste materials and rubbish at all times during the construction period. At completion of the Work, he shall remove all waste materials and rubbish from and about the project, as well as his tools, construction equipment, machinery and surplus materials, except those specifically required by the Contract Documents to be left for the Owner's maintenance.
 - 2. If Contractor fails to keep project clean or to clean up prior to Date of Substantial Completion, the Owner may do so, and the cost will be charged to the Contractor.
- B. Safety requirements:
 - 1. Store volatile waste in covered metal containers. Remove from project site daily.
 - a. Allow no volatile wastes to accumulate on project site.
 - b. Provide adequate ventilation during use of volatile substances.
 - 2. Do not burn or bury waste materials or rubbish on project site. Comply with governmental and environmental regulatory requirements for disposal of waste.
 - 3. 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.
 - 4. 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.
- C. Cleanup during construction:
 - 1. Execute cleaning procedures to ensure that building, project site and adjacent properties are maintained free from debris and rubbish.
 - 2. Wet down materials subject to blowing. Throw no waste materials from heights.
 - 2. 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.
 - 3. Legally dispose of all waste materials, rubbish, volatile materials and cleaning materials off project site.
 - 4. Dispose of no materials in waterways.
 - 5. Protect newly finished and clean surfaces from contamination during cleaning operations.

6. Allow no accumulation of debris contributing to survival or spread of rodents, roaches or other pests. On a daily basis, remove debris containing food scraps.
- D. Final cleanup:
1. Clean all finished surfaces in accord with manufacturer's product data and requirements specified in specification 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.
 2. Remove dust, debris, oils, stains, fingerprints and labels from exposed finish surfaces.
 3. Repair, patch and touch up marred surfaces to match adjacent finishes. Replace materials which cannot be repaired or patched.
 4. Clean disturbed areas of project site of debris.

PART 2 – PRODUCTS

2.1 MATERIALS:

- A. Materials for replacement of work removed: Comply with specification sections for type of work to be performed.

2.2 REMOVED MATERIAL:

- A. Reuse of material: Reuse of any items involved in the work is subject to the Contractor's ability to remove, store and reinstall the item without permanently damaging or marring the items to be reused. If the Contractor is unable to reuse any item as prescribed herein, he shall substitute new material to match existing in lieu of reusing same. Contractor may also elect to use material to match existing in lieu of reuse of existing for his own convenience. Approved new materials used shall match existing.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Examination:
 1. Visit project site and compare locations of work with indications in Contract Documents. Report any discrepancies discovered for resolution.
 2. Examine existing conditions of the project, including elements subject to damage or to movement during cutting and patching.
 3. After uncovering work, inspect conditions affecting installation of products or performance of work.

4. Report unsatisfactory or questionable conditions to Construction Consultant in writing; do not proceed with work until Construction Consultant has provided further instructions.
- B. Preparation:
1. Provide adequate temporary support to ensure the structural value or integrity of the affected portion of the work.
 2. Provide devices and methods to protect other portions of the project from damage.
 3. Provide protection from the elements for that portion of the project which may be exposed by cutting and patching 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. Security:
1. Contractor shall provide safe access to occupied areas during the course of the work.
 2. Provide fences, enclosures, barricades or partitions to segregate work areas from occupied and used areas.
- C. Comply with governing regulations pertaining to environmental protection and water usage. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding and pollution.
- D. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition operations, as directed by the Construction Consultant or governing authorities. Return adjacent areas to condition existing prior to the start of the work.

3.3 CUTTING AND PATCHING:

- A. Performance:
1. Execute cutting, patching and demolition by methods which will prevent damage to other work and will provide surfaces to receive installation of repairs.
 2. Execute work by methods which will prevent settlement or damage to other work.
 3. Elements of a structural or support nature, including concealed elements exposed by the removal of existing elements of the work, shall be inspected and the Construction Consultant notified should additional work be indicated due to loss of structural integrity, rot, rust, corrosion or other similar condition.
 4. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

5. Restore work which has been cut or removed; install new products to provide complete work in accord with requirements of Contract Documents.
 6. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces. Fire stop penetrations through fire-rated construction.
 7. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - a. For continuous surfaces: Refinish to nearest intersection.
 - b. For an assembly: Refinish the entire unit. Repair damaged adjacent surfaces and finishes to original condition.
 - c. Maintain integrity of fire-resistant and rated construction.
- B. Restoration:
1. Remove existing elements of a particular visual nature with care and in such manner that maximum reuse is possible. Label, clean, protect and store to ensure reusability or reinstallation, as applicable, to as near original condition as possible.
 2. Existing items of significant visual or operational value to Owner, not planned for reinstallation, shall be made available for Owner's retention for use in other work.
 3. Repairs of visual or finish materials requiring new material shall be made using materials which will match existing work in type, size, texture and all other visual aspects as approved by Owner.
 4. Restore elements of a structural or support nature, or other concealed elements exposed by the removal of existing elements of the work.
 5. Finish surfaces requiring removal and repair, but designated to receive a new finish obscuring the nature of the original surface, may be repaired using materials most expedient to the nature of the work and which will result in a uniform, sound finished new surface of at least equal strength to existing adjacent material replaced. Sub-surfaces to receive the new finish shall be of like nature to existing surrounding surfaces and acceptable to new finish surfacing installer for receipt of new materials without extra surface preparation for the repaired area.

SECTION 01400

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements for Bidders
- B. Submittals
- C. Warranties
- D. Manufacturers' Field Services
- E. Quality Control and Control of Installation
- F. Meetings

1.2 REQUIREMENTS FOR BIDDERS

- A. Contractor Qualifications:
 - 1. The General Contractor (Contractor) shall have ten (10) years' experience as the same company and shall have successfully completed five (5) projects of a similar size and type in the last five (5) years. The Contractor is required to have a Georgia Contractor's License and an office in the State of Georgia. The Contractor shall have a full time superintendent present on site for the duration of the project.
 - 2. The Waterproofing Contractor shall be a current member of the International Concrete Repair Institute (ICRI) and shall be licensed as an applicator by the waterproofing membrane manufacturer. The Waterproofing Contractor shall have ten (10) years' experience as the same company and shall have successfully completed five (5) projects of a similar size and type in the last five (5) years.
 - 3. The Contractor shall provide a Statement of Qualifications to include identification of the designated Waterproofing Contractor (if different than the General Contractor), as well as documentation that confirms the preceding requirements with the bid submission.
 - 4. All work related to the requirements of this project shall be performed and/or supervised by a Contractor with a Certificate of Training from the manufacturer(s) of the system(s) specified.

1.3 SUBMITTALS

- A. Submit four copies of the Contractor Safety Plan for review and approval by Owner and Design Professional prior to initiating construction activity. Include site specific requirements for accessing and performing work in each designated work area and protection measures required for County employees and the general public.

- B. Submit four copies of the Project Work Plan for review and approval by Owner and Design Professional prior to initiating construction activity. Include proposed construction sequence, equipment required to perform the work, and procedures to include the following:
 - 1. Construction access
 - 2. Protection of existing construction to remain in place
 - 3. Dust and waste material control
 - 2. Project work sequence
 - 3. Temporary waterproofing and storm water control
 - 4. Installation of new materials
- C. Submit four copies of manufacturers' literature for all products to be used, to include Product Data Sheets and appropriate Material Safety Data Sheets (MSDS).

1.4 WARRANTIES AND CERTIFICATIONS

- A. Provide a written warranty from each manufacturer against defects of materials for a period of ten (10) years, beginning with date of Owner acceptance of the project.
- B. Provide a Certification of Installation from each manufacturer that the products supplied by that manufacturer have been installed in accordance with the manufacturer's minimum requirements for acceptability.

1.5 1.5 MANUFACTURERS' FIELD SERVICES

- A. The Contractor shall require all material manufacturers and product suppliers to provide qualified personnel to attend project meetings, observe site conditions for suitability of material applications including conditions of surfaces to be repaired and/or coated, observe installation methods and quality of workmanship, and to initiate instructions when necessary.
- B. The Contractor shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions to the Design Professional.

1.6 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Design Professional before proceeding.
- D. Perform Work by persons qualified to produce required and specified quality.
- E. Furnish and conduct electronic field vector mapping of the completed waterproofing membrane application prior to placing overburden. The

electronic field vector mapping activity shall be witnessed by the Owner, Design Professional, and Construction Consultant.

1.7 MEETINGS

- A. Pre-Construction Meeting: Upon receiving a Notice to Proceed, the Contractor shall schedule a Pre-construction meeting at the site with the Owner and Design Professional to review Owner requirements, proposed construction schedule, and criteria for the Project Work Plan to be submitted for approval.
- B. Pre-Installation Meeting: Prior to commencing work, after the required submittals have been approved by the Owner and Design Professional, the Contractor shall schedule a pre-Installation Meeting with the Owner, Design Professional, manufacturers' and product suppliers' representatives and observers, and Sub-contractors to review existing project conditions, project schedule, Contractor's Safety Plan, the approved Project Work Plan, and project specific Quality Control Procedures.
- C. Construction Progress Meetings: The Contractor shall conduct weekly meetings with the Owner, Design Professional, manufacturers' observer(s) and Sub-Contractors to review construction progress and to schedule interim testing and inspections for anticipated construction activity.

PART 2 PRODUCTS

- 2.1 Reference project technical specifications.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work.
- B. Beginning new Work means acceptance of existing conditions.
- C. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

3.3 MAINTENANCE OF WORK AREAS

- A. Approved procedures for dust and waste material control shall be maintained throughout the duration of on-site activities.

- B. Work areas including construction staging areas shall be cleaned on a daily basis in accordance with Owner requirements to be confirmed at the Pre-construction meeting.

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SECTION 02515

MORTAR SET PAVERS

PART 1: GENERAL

1.01 SUMMARY

- A. Perform all work required to complete, as indicated by the Contract Documents and furnish all supplementary items necessary for the proper installation of Precast Concrete Pavers.

1.02 RELATED SECTIONS

- A. 03320 - Concrete Topping

1.03 SYSTEM DESCRIPTION SUMMARY

- A. System shall consist of precast concrete pavers installed on Portland Cement setting bed.
- B. The paver installation shall be absolutely rigid and even large slabs when subjected to vehicular traffic, shall not be displaced.

1.04 REFERENCES

- A. Refer to Section 01090 - References Standards
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM C 33: Specification for Concrete Aggregates
 - 2. ASTM C 150: Specification for Portland Cement
 - 3. ASTM C 1260: Method of Sampling and Testing Brick and Structural Clay Tile
 - 2. Structural Clay Tile
 - 3. ASTM C 140: Specification for concrete
- C. T.C.A. Tile Council of America
 - 1. Installation Method Cement Mortar Bonded F101.

1.05 SUBMITTALS

- A. Submit the following in accordance with the Supplementary General Conditions:
 - 1. Manufacturer's Literature: Materials descriptive literature, installation instructions and paver color selection chart.
 - 2. Test Reports: Three (3) copies showing compliance with specified ASTM requirements.
 - 3. Shop drawings (optional): (Provided by installing contractor)
 - a. Layout drawings of each paved area showing the pattern of pavers, indicate pavers requiring cutting, indicate setting bed methods in each area, drainage patterns and drains.

- Include details of setting beds, noting all materials and their thickness, show details at curbs and vertical surfaces.
- b. Details of custom (nonstandard) curbs and stair tread/risers, include methods of installation.
4. Samples: Three (3) sample pavers of each manufactured type and color selected or specified. Pavers will be 12" x 12" size.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 1. All products covered under this Section shall be produced by a single manufacturer unless otherwise specified.
 2. Manufacturer shall submit evidence of having not less than fifteen (15) years successful production of this product.
 3. The paver manufacturer shall demonstrate, either by proven field performance or a laboratory freeze-thaw test that the paving units have adequate durability if they are to be subjected to a freeze-thaw environment.
 - a. Satisfactory field performance is indicated when units similar in composition and made with the same manufacturing process as those to be supplied to the purchaser, do not exhibit objectionable deterioration after at least 3 years.
 - b. The units used as the basis for proven field performance shall have been exposed to the same general type of environment, temperature range and traffic volume, as is contemplated for the units supplied to the purchaser.
 - c. Pavers to be used in vehicular application must be 2 ¾" thick.
 - d. Wausau Tile does not recommend paver to be over 12" in length for vehicular use.
- B. Subcontractor Qualifications:
 1. Subcontractor shall submit evidence of skill and not less than five (5) years specialized experience with this product.
- C. Pre-Installation Conference: As directed by the Architect.

1.07 PROJECT/SITE CONDITIONS

- A. Environmental Requirements: Do no work during freezing weather or on wet or frozen sub-base.
- B. Mock-up Installation
 1. Prior to the start of precast concrete paver work construct mock-ups of each type of paver size and pattern area including precast curb for the Owner and Architect to review. The mock-ups will be at the project site at a location mutually agreed to by the Owner and Contractor.

2. Construct the mock-up installations in a minimum 4 foot x 4 foot area of typical precast concrete units and slabs with all setting beds, joints, edge and curb details as shown on the drawings.
3. After review of the mock-ups, they should be retained and used as a standard of quality for the precast concrete paver work. At completion of the work remove the mock-up installations and related materials from the project site. If the mock-ups are incorporated in the actual construction, record their actual locations and sizes on the actual built record drawings for the project.

1.08 SEQUENCING AND SCHEDULING

- A. Coordinate sequencing and scheduling of work with other supporting, adjacent, contiguous or otherwise related material trades.

PART 2: PRODUCTS

2.01 MATERIALS

- A. BASIS OF DESIGN: The paver systems specified herein are based upon products manufactured by Wausau Tile Inc.,
- B. System Name: Thick Mortar Method - Pedestrian Installation
- C. Precast Concrete Pavers
 1. Name: Wausau Pavers
 2. Size: As selected
 2. Finish and Color: choose from EcoPremier, UltraFace, Textured
 3. Granite, Textured Sand, Stoney Creek, Granitex, ExpoStone,
 4. ExpoGranite, Exterior Terrazzo, SeaShell, Cool Series, Washed
 5. Glass, Blasted Glass, Detectable Warning, Ballast Reference Standard:
 - a. Cementitious Materials: Materials shall conform to the following applicable ASTM Specifications:
 - 1) Portland Cement: ASTM C 150 for Portland Cement
 - b. Aggregates shall conform to these ASTM specifications, except that grading requirements shall not necessarily apply:
 - 2) Normal Weight: ASTM C 33 for Concrete Aggregates
 - c. Other constituents: Coloring pigments, integral water repellents, finely ground silica, etc., shall be previously established as suitable for use in concrete and either shall conform to ASTM Standards where applicable, or shall be shown by test or experience not to be detrimental to the durability of the concrete.

6. Performance Requirements: Based on 23 13/16" sq. x 2" thick and standard mix designs:
 - a. Compressive Strength: At the time of delivery to the work site, the average compressive strength shall not be less than 8,000 psi with no individual unit less than 7,000 psi per ASTM C 140.
 - b. Absorption: The average shall not be greater than 6% per ASTM C140.
 - c. Flexural Strength: Not less than 800 psi per ASTM 293.
 - d. Load carrying capacity: Paver units shall have a tested center load capacity of 1,850 lbs. WT CL96.
 - e. Sizing: Permissible variations in dimensions shall not differ by more than 1/16" from width, height, length or thickness. Standard units are manufactured with a 3/16" bevel on all four (4) sides of finished surface. Unit shall conform to a true plane and not differ by more than 1/16" in either concave and/or convex warpage.
 - f. Portland Cement Mortar Mix: ASTM C 150 Custom Building Products thick Bed Mortar Mix with Admix, or approved equal.
 - g. Reinforcement: 2" x 2" - 16/16 welded galvanized wire mesh used in thick mortar bed.
 - h. Water: Clean and free of deleterious acids, alkalis or organic materials Grout: Custom Building Products Grout with Admix, color as selected or approved equal.
 - i. Bond Slurry: Custom Building Products bond coat or approved equal.
 - j. Sealant: As specified in Section 07920 - Sealants and Caulking.
 - k. Back-up: As specified in Section 07920 - Sealants and Caulking.
 - l. Bond Breaker: As specified in Section 07920 - Sealants and Caulking.
 - m. Pavers to be used in vehicular application must be 2 3/4" thick. Wausau Tile does not recommend paver to be over 12" in length for vehicular use.

2.02 MIXING

- A. Mortar setting bed: As recommended by that manufacturer.
- B. Mix: As recommended by manufacturer. Color as selected.
- C. Carefully work in sufficient water to obtain desired consistency. Avoid use of excess water.
- D. Use caution in mixing to get complete wetting and homogeneity.

- E. Rework mixes from time to time to maintain proper consistency, as recommended by the manufacturer, but do not add ingredients. Discard mortar that has reached its initial set.

PART 3: EXECUTION

3.01 INSPECTION

- A. Examine all surfaces to receive the parts of the work specified herein.
- B. Verify with field dimensions area of subsequent construction. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected. Installation of precast concrete pavers and associated construction constitutes acceptance of the adjacent and underlying construction.
- C. Installation of Mortar bed as per current TCA F101. All materials used follow instructions of manufacturer for use in mortar method. Install precast concrete pavers.
- D. Grouting of pavers in strict accordance with grout manufacturer's directions and instructions. Latex or acrylic additives of the same manufacturer as the grout.
- E. All control and expansion joints to be installed as per current TCA EJ 171. All joint materials used to follow manufacturer's directions and instructions.
- F. Field cut precast pavers in accordance with manufacturer's recommendations for methods, equipment and precautions.

3.02 CLEANING AND PROTECTION (Responsibility of End User)

- A. Remove and replace pavers which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment to eliminate evidence of replacement.
- B. Cleaning: Remove mortar stains and all other types of soiling from exposed paver surfaces, wash and scrub clean.
- C. Efflorescence is a naturally occurring white residue or stain on the surface of new concrete. The residue can be cleaned or will dissipate with time.
- D. Provide final protection and maintain conditions in a manner acceptable to installer, which ensures paver work being without damage or deterioration at time of substantial completion.

SECTION 02516 OPEN JOINT PAVER SYSTEM

PART ONE: GENERAL

1.01 RELATED DOCUMENTS:

- A. Drawings and general provision of contract, including General and Supplementary
- 1 Conditions and other Division 1 Specification Sections, apply to work
- 2 of this Section.

1.02 SCOPE

- A. Related Work Specified Elsewhere:
 - 1. Concrete work (Sections of Division 3)
 - 2. Waterproofing membrane (Section 07105)
 - 3. Drains in waterproofed concrete slabs above heated spaces (Section 07105)
 - 4. Drains in concrete slab on grade (Section 02500)
- B. Work Included This Section:
 - 1. Precast concrete paver systems for slab on grade application and for application on structural concrete slab above heated spaces.
 - 2. Work of this Section shall include the specified rigid board insulation, precast concrete pavers and all accessory materials specified herein or required for complete and proper installation of the pavers system shown on the drawings and specified herein.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. All products covered under this Section shall be produced by a single manufacturer unless otherwise specified.
 - 2. Manufacturer shall submit evidence of having not less than fifteen (15) years successful production of this product.
 - 3. The paver manufacturer shall demonstrate, either by proven field performance of the laboratory freeze-thaw test that the paving units have adequate durability if they are to be subjected to a freeze-thaw environment.
 - a. Satisfactory field performance is indicated when units similar in composition and made with the same manufacturing process as those to be supplied to the purchaser, do not exhibit objectionable deterioration after at least 3 years.

- b. The units used as the basis for proven field performance shall have been exposed to the same general type of environment, temperature range and traffic volume as is contemplated for the units supplied to the purchaser.
- B. Subcontractor Qualifications:
 1. Subcontractor shall submit evidence of skill and not less than five (5) years specialized experience with this product.
- C. Pre-Installation Conference: As directed by the Architect.

1.04 SUBMITTALS

- A. Shop Drawings: Submit showing all components required for the paver installation requirements. Shop drawings shall include plan drawings showing layout of all paver areas and detail drawings showing how the various components of the systems fit together. Include manufacturer's literature completely describing all components of the paver systems and giving detailed installation recommendations and instructions. Also included detailed installation drawings for all precast. Paver shop drawing provided by installing contractor.
- B. Samples for Verification Purposes: Three (3) sample pavers of each manufactured type and color selected or specified. Pavers will be 12" x 12" size.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Protect concrete pavers and accessory materials during shipment, storage and construction against damage.
- B. Protect cementitious materials from deterioration by moisture and temperature. Store in a dry location.

1.06 PROJECT CONDITIONS

- A. Comply with manufacturer's requirement regarding weather, substrate and other project conditions.
- B. Field Constructed Mock-Up: Prior to beginning production work, construct a mock-up approximately 4 foot by 4 foot for approval by the architect. Mock-up may be located so as to be incorporated in the work after approval. Mock-up shall be located above a heated space and shall include the specified waterproofing membrane, protection material (if required) and the precast pedestal supported paver system.

PART 2: PRODUCTS

2.01 MATERIALS

- A. BASIS OF DESIGN: The paver systems specified herein are based upon products manufactured by Wausau Tile Inc.,
- B. Paver systems equal in appearance and function and meeting these specifications, will be acceptable when the specified submittals are approved in writing by the Architect prior to bid.

2.02 PAVER SYSTEM

In order to describe type and quality of products intended, these specifications are based upon the "Terra System One" manufactured by Wausau Tile Inc.

- A. WAUSAU PAVERS: The paver system shall include the following components and all other accessory materials required for a complete and proper installation.
1. Finish and Color: choose from EcoPremier, UltraFace, Textured Granite, Textured Sand, Stoney Creek, Granitex, ExpoStone, ExpoGranite, Exterior Terrazzo, SeaShell, CoolSeries, Washed Glass, Blasted Glass, Detectable Warning, and Ballast.
 2. Precast Concrete Pavers: Paver units based on 23 13/16" sq. x 2" thick (Note: other sizes are available) and color/texture to be: Surface Type _____ Number _____ manufactured by Wausau Tile Inc.
 - a. Portland Cement: ASTM Specifications C150.
 - b. Aggregates: All aggregates used will be normal weight aggregate, conforming to ASTM Specifications C33.
 - c. Coloring: Coloring used shall conform to ASTM Standards where applicable.
 - d. Compression Strength: Each unit shall have a compression strength of 8,000 psi with no individual unit less than 7,000 psi when tested in accordance with ASTM C140. (based on 23 13/16" sq. x 2" thick and standard mix design).
 - e. Water absorption: Shall not be greater than 6% according to ASTM C140. (based on 23 13/16" sq. x 2" thick and standard mix design).
 - f. Flexural Strength: Not less than 800 psi per ASTM 293. (based on 23 13/16" sq. x 2" thick and standard mix design).
 - g. Freeze/thaw: Durability of the paver shall meet the freeze/thaw tests in accordance with Section 8 of ASTM C1260. Specimens, when tested, shall have no breakage and not greater than 1% loss in dry weight of any individual unit when subject to 50 cycles of freeze/thaw. (Based on 23 13/16" sq. x 3" thick and standard mix design)
 - h. Center load: Pavers shall support a minimum concentrated load of 1,850 lbs. When pressure is applied to a paver supported on four (4) corners. WT CL96. (based on 23 13/16" sq. x 2" thick and standard mix design)

- i. Sizing: Permissible variations in dimensions shall not differ by more than 1/16" from width, height, length or thickness. Standard units are manufactured with a 3/16" bevel on all four (4) sides of finished surface. Unit shall conform to a true plane and not differ by more than 1/16" in either concave and/or convex warpage.

B. PRECAST STEPS:

- a. See drawings for dimensions of treads and risers and locations and layouts of steps.
- b. Materials and physical properties specified hereinbefore for pavers shall apply also to these precast concrete steps.
- c. Texture and color of the steps exposed surfaces shall be: Surface Type _____ Number _____ to match the field/border colored pavers.
- d. Tread and riser spacers, below the steps, shall be stair tab units of SBR rubber furnished by the precast step manufacturer, Wausau Tile, for installation of his steps.
- e. Step units shall include the tread and riser integral and to the dimensions shown on the drawings.
- f. Steps are to be furnished by the same manufacturer as the precast concrete pavers.

C. PEDESTALS AND ACCESSORIES:

1. Terra-Tabs and Shim Plates:

- a. The SBR rubber Terra-Tab units provide spacing tabs 3/16" or 1/8" allowing for drainage and air circulation. Terra-Tabs to have a shore hardness of 70, allowing for resiliency without sound transmission.
- b. Terra-Tab sizes to correspond with various sizes of pavers.
- c. Shim Plates (shims) are 1/8" and 1/4" thick and of various sizes to correspond with various size Terra-Tabs. Shim Plates to be of the same material as the Terra-Tab.

2. Pedestal Systems:

- a. Terr-Adjust Adjustable Pedestals: To accommodate various pitches/slopes of project areas. Unit has an outside base diameter of 6 1/8" giving a contact surface area of 29 1/2 sq. inches. Unit telescopes from a minimum 2" to a maximum 5 1/2" and can tilt to a level plane. Terr-adjust extenders and reducers to be used in areas requiring over 5 1/2" or under 2" in height. Units to be high impact styrene. Terra-Tabs are used on top of this unit.
- b. Terra-Stand Pedestals: Accommodates various pitches and height changes of the project area. Unit has outside dimension of 7". Unit adjusts from a minimum of 2 1/2" to a maximum of 21" and can tilt to a level plane. Units to be

high impact copolymer Polypropelene Terra-Tabs are used on top of this unit.

3. Reducer Pedestal System:
 - a. Extenders/Reducers: Extender gives an additional 4" adjustment to a maximum height of 10". Reducer is made to accommodate height adjustment between 1/2" and 2". Units to be high-impact styrene. Terra- Tab or Terra-Shim plates with spacer unit are used on top of this unit.
 - b. Waffle Reducer: The waffle Reducer is made of high impact copolymer polypropylene. Waffle Reducer is made to accommodate height adjustments 1/2" to 2". An outside base diameter of 6" provides surface contract of 33 square inches. The unit consists of one base with 3 pieces of 3/8" waffle rings and 1 piece of 3/4" waffle ring.
4. Installation Handles:
 - a. Paver Blok Handles: Units to handle paver sizes 12" to 24" nominal, allowing installing contractor to set units into proper location with 3/16" or 1/8" joint between units. Also allows for removal and reinstallation units without causing any damage to units or adjacent units, thus allowing inspection of utilities or drains at any time.
 - b. Big Blok Handle: Unit to handle paver sizes 24" to 36" nominal, allowing installing contractor to set units into proper location with 3/16" or 1/8" joint between units. Also allows for removal and reinstallation without causing any damage to units or adjacent units, thus allowing inspection of utilities or drains at any time.
5. Terra System One Mix:
 - a. Pre-mixed blended concrete dry mix to be used with the Terr-adjust System to have a 5,500 psi at 28 days compressive strength.
 - b. Material shall comply with requirements of ASTM C387.
6. Other Accessory Materials:
 - a. Shall be either provided by the manufacturer of the precast concrete pavers and precast units, or shall be specifically recommended by them.

PART 3: EXECUTION

3.01 INSTALLATION OF PAVER SYSTEM

- A. Inspection of deck and fixed elevation locations. All height or location problems to be corrected before installation.
- B. Compare layout of deck to shop drawings or architectural drawings. All variances of field conditions to drawings to be reviewed and corrected prior to starting installation.

- C. Terra-Tabs and shim plates are placed, maximum of 2 shims per location, at intersection of grid line if finished surface is to follow slope of substrates. Paver size centerlines must be adhered to.
- D. Level surface installation using Terr-Adjust adjustable or Terra-Stand screw-top pedestal to follow manufacturer's installation procedures. No variances to system allowed.
- E. Minor height and pitch adjustments are handled with 1/8" rubber shim plates.
- F. Extender unit is inserted into extended Terr-Adjust to provide heights from 5 1/2" to 10".
- G. Reducer unit is used for height adjustments of between 1/2" and 2" in 3/8" increments.

3.02 TOLERANCES

- A. Maximum of 1/16" height variation between adjacent pavers.
- B. Individual pavers shall not vary more than 1/16" from level across width of the paver.
- C. Paved areas shall not vary more than 1/4" from level in a distance of 10' measured at any location and in any direction.
- D. Joints between pavers to be 3/16" or 1/8"

3.03 INSTALLATION OF PRECAST STEPS

- A. Install in accordance with written instructions of the manufacturer and approved shop drawings.
- B. Include all accessory materials required for a complete and proper installation.

3.04 CLEANING AND PROTECTION (Responsibility of end user)

- A. Remove and replace pavers which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment to eliminate evidence of replacement.
- B. Cleaning: Remove mortar stains and all other types of soiling from exposed paver surfaces, wash and scrub clean.
- C. Efflorescence is a naturally occurring white residue or stain that is on the surface of new concrete. The residue can be cleaned or will dissipate naturally with time.
- D. Provide final protection and maintain conditions in a manner acceptable to installer, which ensures paver work being without damage or deterioration at time of substantial completion.
- E. Joints and drains should be kept clean to protect water back up.

SECTION 03710

REMEDIAL CONCRETE WORK

PART 1 - GENERAL

1.1 SUMMARY:

- A. Work of this section includes the following:
 - 1. Patching of concrete structural deck for purposes of re-waterproofing.
- B. Related work specified elsewhere:
 - 1. Section 07920 – Sealants and Caulking
 - 2. Section 07120 – Fluid Applied Waterproofing
- C. Bag mix: Submit mix designs for each type and class of polymer modified patching compounds.

1.2 QUALITY ASSURANCE:

- A. Applicable standards; standards of the following as referenced herein:
 - 1. American Concrete Institute (ACI):
 - a. ACI 301, "Specification for Structural Concrete for Buildings".
 - b. ACI 318, "Building Code Requirements for Reinforced Concrete".
 - c. ACI 347, "Recommended Practice for Concrete Formwork".
 - 2. American Society for Testing and Materials (ASTM).
 - 3. International Concrete Repair Institute (ICRI)
 - a. ICRI No. 310.1R – 2008
 - b. ICRI No. 301.2 – 1997
 - b. ICRI No. 320.1R – 1996
 - c. ICRI No. 320.2R – 2009
- B. Allowable tolerances: Construct formwork within tolerance requirements of ACI 347.
 - 1. In formed surfaces: Meeting requirements of ACI 301.
 - 2. In slabs: Meeting requirements of ACI 301, with exception that all floor slabs receiving troweled finish shall be within Class A tolerances.
 - 3. Exterior horizontal surfaces: Slope to drain without variance from indicated plane more than ¼" in 10'-0".

- C. Applicator/installer of manufactured products shall be approved in writing by product manufacturer for the previous 3 years. Submit certification of approval to Construction Consultant.
- D. Notify Owner and Architect at least 48 hours prior to placing of concrete to allow for observation of formwork. Place no concrete in formwork without Consultant's acceptance of jointing layout. Consultant's review is for aesthetic purposes only and does not diminish Contractor's sole responsibility for engineering and construction of formwork.

1.3 JOB CONDITIONS:

- A. Maintain temperature of concrete above 50 degrees F. for seven days after placing. Protect work against frost, rapid drying and heavy rain.
- B. Protection of work:
 - 1. Remove misplaced materials immediately.
 - 2. Protect adjacent and face materials against staining.
 - 2. Protect sills, ledges under structure, and offsets from droppings during construction.
- C. Protect adjacent surfaces and finishes from damage, staining or defacing, with particular attention to the following:
 - 1. Mask, cover otherwise protect adjacent materials and surfaces during course of this work.
 - 2. Cover and protect landscape planting, including protection from harmful runoff or cleaning materials. Keep plants free of dust.

PART 2 - PRODUCTS

2.1 REINFORCEMENT:

- A. Bars: Meeting ASTM A615-81, with Supplement S1, grade 60, except that stirrups and ties may be grade 40 or as otherwise stated on the Drawings. Number 3 and larger bars shall be deformed type.
- B. Welded wire fabric: 6 X 6 W2.9 X W2.9. Meeting ASTM A185, cold-drawn, resistance welded.
- C. Tie wire: 16 gage. annealed steel wire.
- D. Bar supports: Prefabricated accessories shall comply with CRSI Manual of Standard Practice MCP-1-80.

2.2 STANDARD CONCRETE MATERIALS:

- A. Portland cement: Meeting ASTM C150, Type I or III, natural color, domestic manufacture. Only one brand of cement shall be used throughout project.
- B. Normal weight aggregate: Fine and coarse aggregate meeting ASTM C33.

- C. Semi-lightweight aggregate: Fine aggregate meeting ASTM C33; coarse aggregate meeting ASTM C330.
- D. Air-entraining admixture: Meeting ASTM C260. Add to produce air entrainment in accord with ACI 378, Table 4.6.1.
- E. Water-reducing admixture: Meeting ASTM C494.
- F. Chemical retarders and accelerators: Meeting ASTM C494. Add as required for weather conditions encountered.
 - 1. Mixtures containing calcium or other chlorides shall not be used in concrete without Construction Consultant's written approval.
 - 2. Fly ash meeting ASTM C618, Class F may be used in concrete mixes except that fly ash will not be allowed in architectural concrete. Quantity of fly ash allowable shall not exceed 100 lbs. per cu. yd. of concrete, incorporated to replace an equivalent quantity of cement.
- G. Water: Clean, potable and free of alkali, acid, oil or organic matter.
- H. Mix designs: Establish mix designs for concrete in accord with requirements of the Georgia Concrete Advisory Board, "Ready Mixed Concrete Specifications", Article 5.3, using one of the following methods.
 - 1. Field experience method.
 - 2. Laboratory verification method.
 - 3. Water/cement ratio method.
- I. Water-cement ratio of 0.4.0 maximum.

2.3 POLYMER-MODIFIED PATCHING COMPOUNDS:

- A. Acceptable manufacturers; subject to compliance with specified requirements and Construction Consultant's approval:
 - 1. Basis of design: Sika Corp
 - 2. Master Builders, by BASF
 - 2. STO by STO Corp.
- B. Polymer modified bag mixes:
 - 1. Trowel-grade mortar for vertical and overhead surfaces:
 - a. Basis of design product: Sika Corp., SikaTop 123, plus.
 - b. Characteristics: Two-component, fast-setting, polymer-modified, Portland cement, non-sag mortar; 28 day compressive strength of 7,700 psi when tested in accord with ASTM C109-91.
 - 2. Trowel-grade mortar for vertical, form and pour, and horizontal surfaces with patches greater than 1/8" depth:
 - a. Basis of design product: Sika Corp., SikaTop 122 Plus or Sikacrete 211 SCC Plus.

- b. Characteristics: Two-component, polymer-modified, Portland cement mortar; 28-day compressive strength of 7,000 psi when tested in accord with ASTM C109-91.
 3. Trowel-grade mortar for traffic bearing surfaces 1 inch or less.
 - a. Basis of design product: Sika Corp., SikaQuick 1000 or Sikacrete 321 FS.
 - b. Characteristics: One component, rapid hardening, high early strength at 4,500 psi in 1 day when tested by ASTM C-109.
- C. Bonding agent for concrete patching:
 1. Basis of design product: Sika Corp., Sika Armatec 110 or Sikadur 32 Hi-Mod.
 2. Characteristics: Three-component, water-based epoxy resin/Portland cement bonding agent for bonding fresh mortar and concrete to hardened concrete and steel; 28 day compressive strength of 10,200 psi when tested in accord with ASTM C109-91.
- D. Mixing proportions: Comply with product manufacturer's instructions in product data for mixing proportions and requirements for each product.

2.4 WET CURING MATERIALS:

- A. Sand: Clean, natural sand meeting ASTM C144-81
- B. Moisture-retaining cover: Waterproof paper, polyethylene film or burlap polyethylene sheet meeting ASTM C171-69 (1980).
- C. Water: Clean, potable free of alkali, acid, oil or organic matter.

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Preconstruction meeting: Prior to beginning patching and concrete placement, Contractor shall schedule meeting with Owner, Construction Consultant, concrete supplier, concrete placing and finishing foreman and other affected subcontractors. Discuss placing procedures, acceptability of formwork and reinforcement, acceptable tolerances and finishes, testing, curing and protection. Contractor shall be responsible for keeping minutes of meeting and distributing to attending parties.
- B. Mock-up: Prior to general installation of patching, install samples at all conditions for Owner and Construction Consultant's review. Should mock-ups not be approved, construct additional mock-ups. Destroy unapproved mock-ups and remove debris from site. Identify and retain approved mock-ups as a standard of the work. Approved mock-ups may be incorporated as part of actual work.

3.2 REINFORCEMENT FABRICATION AND ERECTION:

- A. Shop fabricate reinforcement to shape and dimensions indicated on approved placement drawings. Bent bars shall be bent cold. Fabricate in accord with ACI 315 and ACI 318.

- B. Metal reinforcement, at the time concrete is placed, shall be free from rust scale, oil and other coatings reducing bond. Use no bars with kinks or bends not shown on placement drawings.
- C. Place metal reinforcement in accord with ACI 315, ACI 318 and placement drawings. Secure in position in forms. Minimum slab reinforcement support spacing shall be as recommended by CRSI Manual of Standard Practice (MCP-1). Do not weld items to reinforcing steel.
- D. Install wire mesh reinforcement in sizes and as required to match adjacent construction. Lap joints one wire spacing plus 2" and extend mesh to within 1" of edges of slabs on grade.

3.3 DEPOSITING CONCRETE:

- A. Before placing concrete, preliminary work such as formwork, reinforcement, sleeves and embedded items shall be carefully inspected by the Contractor.
- B. Batch, mix and transport concrete in accord with ASTM C94.
- C. Handle concrete from mixer to place of final deposit as rapidly as practical by methods, which shall prevent segregation or loss of ingredients. Distribute concrete by means equal to a steep-sided bottom drop concrete bucket. Allow no concrete to free fall over 4'-0". Clean transporting and handling equipment at frequent intervals and flush with water before and after each day's run. Discharge no water into concrete forms.
- D. Place no concrete in forms after initial set has taken. Re-tempering of concrete, which has partially set, is prohibited. Place no concrete while temperature or other environmental conditions, or limitations of facilities prevent proper finishing and curing.
- E. Deposit concrete as near final position as possible to avoid re-handling. Place concrete in forms with uniform, horizontal layers 1'-6" to 2'-0" in maximum depth, avoid vertical joints or inclined planes. Do not permit piling up of concrete in forms in such a manner as to permit escape of mortar or flow of the concrete. Deposit concrete continuously until entire unit of pour is completed, with thorough consolidation by vibrating to ensure a dense, homogeneous mass without voids or pockets.
- F. Use vibrators for concrete consolidation. Place vibrators in concrete rapidly so as to penetrate into previous lift blending two layers and minimizing or eliminating entrapped air between concrete and form.
 - 1. Vibrator head shall not be allowed to come within 3" of form face.
 - 2. Use vibrators with steady continuous motion in concrete mass and for long enough duration at each position in a pattern to permit maximum escape of air from concrete.
 - 3. Vibrators in diameter shall be as required with minimum frequency of 10,000 impulses per minute. Furnish number of vibrators as

required to vibrate all concrete immediately upon placing. Maintain spare vibrators at project site in case of breakdown.

- G. Take cold weather precautions when temperature on project site is below 40 degrees F., in accord with ACI 306. Accelerators, if used, shall be added at the concrete producer's plant in accord with approved design mixes. Heat water, aggregates, or both, to maintain the temperature of the concrete at the time of delivery at not less than 55 degrees F. Provide tarps, heaters, insulated forms, or other means to maintain the temperature of deposited concrete at not less than 40 degrees F. for seven days after placement.
- H. Take hot weather precautions when temperatures on job site are above 75 degrees F., in accord with ACI 305R. Retarders, if used, shall be added at concrete producer's plant in accord with approved mix design. Where necessary, cool aggregates or use chilled water or both to maintain concrete temperatures as delivered to the project site below 90 degrees F. Reject truck mixers in which concrete temperatures are above 90 degrees F.

3.4 PATCHING OF EXISTING CONCRETE SURFACES – SMALL AREAS:

- A. Surface preparation:
 - 1. Sawcut, minimum 1/2" deep at perimeter of area, (square or rectangular). All loose and deteriorated concrete shall be removed. Remove concrete back minimum of 3" from visible deterioration. Chip concrete substrate to obtain a surface profile of 1/16 inch with a new aggregate fractured surface. Be sure the area to be patched is not less than 1/2 inch in depth; no feathered edges allowed.
 - a. Abrasive blast steel to remove all contaminants and rust.
 - 2. Cracks in the substrate in the area of the patching or overlay work shall be treated as directed by the Construction Consultant.
 - 3. Extend all existing control and expansion joints through any patch or overlay. Install new joints as specified.
- B. Application of bonding agents: Apply to sound, existing concrete and reinforcing steel using stiff bristle brushes or spray equipment; slurry into substrate for complete coverage. Place patching materials within 24 hours of bonding agent application.
- C. Application of polymer-modified patching materials:
 - 1. Mixing the polymer-modified Portland cement mortar or concrete:
 - a. Mix manually or mechanically. Manually mix in a wheelbarrow or mortar box. Add aggregate for patching mixes to be poured at depth exceeding 1". Mechanically mix with a mud paddle and low-speed (400-600 rpm) drill.
 - b. Mixing shall be in accord with manufacturer's requirements, as stipulated in product data.

- c. Mix to a uniform consistency for a maximum of three minutes.
 2. Replacement procedure: At the time of application, the substrate should be saturated surface dry with no standing water.
 - a. Mortar shall be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, forced material against edge of repair, working toward center.
 - b. After filling, consolidate then screed.
 - c. Allow mortar to set to desired stiffness, then broom finish to match existing.
 3. Adhere to all limitations, curing procedures and cautions for the bonding and patching agents as specified in the manufacturer's current printed literature.
 4. Related unformed surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise shown.

3.5 CURING CONCRETE:

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperature, and maintain without drying at relatively constant temperature for the period of time necessary for hydration of cement and hardening of concrete.
- B. Begin initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Keep continuously moist for not less than 72 hours.
- C. Begin final curing procedures immediately following initial curing and before the concrete has dried. Continue final curing for at least 168 cumulative hours; (not necessarily consecutive) during which the concrete has been exposed to air temperatures above 50 degrees F. Avoid rapid drying at end of final curing period.
- D. Curing methods: Cure concrete to receive waterproofing or coatings by moist curing only. Do not use curing, sealing or hardening compounds.
- E. Provide moisture curing by any of the following methods:
 1. Keeping surface of concrete continuously wet by covering with water.
 2. Continuously water-fog spray.
 2. Covering concrete surface with specified absorptive cover, thoroughly saturating cover with water, and keeping absorptive cover continuously wet.

- F. Provide moisture-retaining cover curing as follows: Cover concrete surface with specified moisture-retaining cover for curing concrete placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- G. Curing unformed surfaces:
 - 1. Initially cure unformed surfaces, such as slabs and other flat surfaces by moist curing.
 - 2. Final cure unformed surfaces, unless otherwise specified, by any of the methods specified above, as applicable.
- H. Curing bag mixes: Follow manufacturer's directions.

3.6 PROTECTION:

- A. Protect freshly placed concrete from damage due to water, falling objects, or persons marring finish surface of concrete. Surfaces damaged due to lack of protective measures shall be removed and replaced with fresh concrete.
- B. Protect finished surfaces from damage by work of other trades due to subsequent work.
- C. Protect floor surfaces to be left exposed from damage during subsequent construction operations and make necessary repairs to damaged areas, returning to original condition.

SECTION 04101

STONE REPAIR

PART 1 - GENERAL

1.1 SUMMARY:

- A. Work Includes:
 - 1. Repair broken stone as required.
 - 2. The Base Bid shall include for 10 stone repairs as follows:
 - a. At back of stone grind slots to insert stainless steel all threads set in epoxy; and
 - b. Place epoxy mortar over repair a minimum of 1/8" thick at perimeter and 1/4" thick over stainless steel all thread.
- B. Definitions:
 - 1. Stone reuse: Contractor shall notify Consultant and Owner of broken stone, prior to removal. It is assumed that all stone is in one solid piece and shall be reused. Stone broken by the contractor during removal shall be repaired or replace at the contractor's expense.
 - 2. Patching stone: Use of the specified or approved repair mortar that is custom blended to match the existing stone base and vein color(s) and application of the patching material in a workman like manner to blend the patch to the acceptance of the Owner.

1.2 SUBMITTALS:

- A. Submit certification, from the specified or approved repair mortar manufacturer, that the installer meets the specified installer qualifications.
- B. Product data: Submit manufacturer's product description, indicating conformance with specified requirements and installation instructions for each type of sealant.
- C. Indicate preparation and priming requirements for each substrate condition.
- D. Color samples:
 - 1. Submit samples of manufacturer's standard material colors.
 - 2. Samples shall be actual materials or literature depicting actual colors of standard color materials. Owner reserves the right to reject work not in conformance with selected colors, based upon samples submitted.
- E. Adhesion compatibility test results: Submit a letter from repair mortar manufacturer indicating that adhesion and compatibility testing has been performed on actual samples of existing substrates and new substrates to be utilized in the marble repair.

- F. Warranty: Submit sample copy of repair mortar five (5) year material warranty and contractor five (5) year warranty.

1.3 JOB CONDITIONS:

- A. Weather conditions:
- B. Protection of adjacent surfaces:
 - 1. Protect by applying masking material or manipulating application equipment to keep materials in joint. Remove tape immediately after application of repair mortar.
 - 2. Remove misapplied materials from surfaces by using methods recommended by manufacturer.
 - 3. At surfaces from which materials have been removed, restore to original condition and appearance.

1.4 QUALITY ASSURANCE:

- A. Applicable standards: American Society Testing and Materials (ASTM), standards as referenced herein.
- B. Applicator qualifications: Applicator shall have a minimum of five (5) years' experience in successfully executing sealants and caulking work similar to the scope of the project.
- C. Contractor shall mock up 6 repair mortar of various colors to match the veining in the Etowah Pink stone. Mock ups shall be approved prior to general production

1.5 WARRANTY:

- A. 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, beginning at Date of Substantial Completion.

PART 2 - PRODUCTS

1.1 SETTING EPOXY:

- A. Acceptable products:
 - 1. Sikadur 31, by Sika Chemical Co.

1.2 REPAIR MORTAR:

- A. Acceptable products:
 - 1. Jahns, by Cathedral Stone.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION:

- A. Sound out stone prior to placing anchors. Notify Consultant if stone sounds or feels loose.
- B. Indicate locations of broken or damaged stone prior to removal.

3.2 STONE REPLACEMENT:

- A. The Owner has one original piece and has purchased a new piece that will need to be cut to size.
- B. Replace ledger stones on the back of the existing piece and install new ledger stones on the new piece. Secure in place with epoxy. Secure both these stone to CMU back up wall through ledger stone the same as the typical stone, over 2 sq. ft.
 - 1. Stone shall be set flush with adjacent or existing stone.
 - 2. Stone shall be shimmed as required, with joints matching adjacent construction.

3.3 STONE REPAIR MORTAR

- A. Clean repair area per manufacturer's instructions.
- B. Mix and apply repair mortar or epoxy per manufacturer's instructions.
- C. Allow to cure and notify Consultant and Owner when ready for inspection. Remove and reapply mortar not acceptable to Consultant and Owner.

SECTION 07120

FLUID-APPLIED WATERPROOFING AND EXPANSION JOINT ASSEMBLY

PART 1 - GENERAL

1.1 SUMMARY:

- A. Scope: Provide labor, material, equipment, related services, and supervision required, including, but not limited to, manufacturing, fabrication, erection, and installation for fluid-applied waterproofing as required for the complete performance of the work, and as shown on the drawings and as herein specified.
- B. Section Includes: This section includes, but shall not be limited to, the following:
- C. Hot rubberized asphalt membrane system, drainage mat, protection board and related items to repair the existing membrane as may be required.

1.2 REFERENCES:

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.
- B. The edition/revision of the referenced publications shall be the latest date as of the date of the Contract Documents, unless otherwise specified.
- C. ASTM (ASTM):
 - 1. ASTM C 33 "Standard Specification for Concrete Aggregates".
 - 2. ASTM C 67 "Standard Test Methods of Sampling and Testing Brick and Structural Clay Tile".
 - 3. ASTM C 140 "Standard Methods of Sampling and Testing Concrete Masonry Units".
 - 4. ASTM C 150 "Standard Specification for Portland Cement".
 - 5. ASTM C 923 "Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals".
 - 6. ASTM D 36 "Standard Test Method for Softening Point of Bitumen (Ring-And-Ball Apparatus)".
 - 7. ASTM D 41 "Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing".
 - 8. ASTM D 92 "Standard Test Method for Flash and Fire Points by Cleveland Open Cup".
 - 9. ASTM D 1191 "Methods for Testing Concrete Joint Sealers".

10. ASTM D 1621 "Standard Test Method for Compressive Properties of Rigid Cellular Plastics".
11. ASTM D 2939 "Methods of Testing Emulsified Bitumens Used as Protective Coatings".
12. ASTM E 96 "Standard Test Methods for Water Vapor Transmission of Materials".

1.3 SYSTEM PERFORMANCE REQUIREMENTS:

- A. Performance Requirements, General: Provide fluid-applied waterproofing membrane system that is watertight and complies with performance requirements specified, as demonstrated by testing performed by a nationally recognized independent testing laboratory of manufacturer's standard systems according to test methods indicated.

1.4 SUBMITTALS:

- A. General: Submit the following in accordance with Conditions of the Contract and Division 1 - General Requirements.
- B. Product Data: Submit product data for each type of fluid-applied waterproofing and associated accessory material specified, including data substantiating that materials comply with specified requirements.
 1. Furnish a material list with manufacturer's published technical data documenting the location and primary function, quality, and performance of each material, component, or system to be used in the work. Include manufacturer's installation instructions.
- C. Shop Drawings:
 1. Submit shop drawings for the fabrication and installation of the work. Indicate all materials and show typical and non-typical details of edge terminations and flashings (both flexible and sheet metal), treatment and location of joints, projections, and penetrations. Key details to plans and sections. Provide details at a scale not less than 6 inches equals 1 foot.
 2. Submit shop drawings for precast pavers, indicating sizes of paver units, special shapes, layout and dimensions, and relationship to adjacent construction.
- D. Samples: Submit samples, 6 inches (152 mm) by 6 inches (152 mm) minimum size, of each fluid-applied waterproofing material specified for the Project. Submit samples of each flashing and accessory material to be incorporated into the system.
- E. Quality Control Submittals:
 1. Submit the Contractor's certification that:
 - a. The Installer is qualified.
 - b. The Contractor has conducted the electronic vector mapping in accordance with the field quality control article of this section without any leaks.

- c. That the log is complete and accurate.
 2. Submit waterproofing manufacturer's certification that:
 - a. The Installer is approved for application of the specified systems.
 - b. The manufacturer has complied with the requirements of the statement of manufacturer's review paragraph below.
 - c. The manufacturer has conducted on-site inspections in accordance with the field quality control article of this section.
 3. Submit test reports of membrane thickness.
- F. Statement of Manufacturer's Review: Submit statement of manufacturer's review, signed by the Contractor, the Installer, and the Manufacturer, stating that the drawings and specifications, shop drawings, and product data have been reviewed by the manufacturer, and that they are in agreement that the selected materials and systems are proper and adequate for the application shown including, but not limited to, compatibility with adjacent materials and systems.

1.5 QUALITY ASSURANCE:

- A. Installer's Qualifications: Engage an experienced Installer who is approved by the manufacturer and who has completed fluid-applied waterproofing applications similar in material, design, and extent to that indicated for this Project for a minimum of five years, and that has resulted in construction with a record of successful in-service performance.
 1. Assign work closely associated with waterproofing, including, but not limited to, waterproofing accessories and flashings used in conjunction with waterproofing, expansion joints in membrane, and protection course on membrane, to Installer of fluid-applied waterproofing, for single, undivided responsibility.
- B. Material Quality Assurance: The manufacturer shall provide evidence indicating that the specified materials have been manufactured by the same source and successfully installed on a yearly basis for a minimum of five years on projects of a scope and size similar to this Project.
- C. Manufacturer's Representative: At the start of the installation, periodically as work progresses, and after completion, furnish the services of the primary waterproofing manufacturer's authorized field representative at the job site as necessary to advise on every phase of the work. As a minimum, furnish full-time attendance on-site during the first two work days, at least once every week thereafter, and furnish technical assistance to the Installer as may be required.
- D. Contractor's Quality Control Representative: The Contractor shall appoint an experienced individual to be his Quality Control Representative and to perform the following functions:
 1. Attend the pre-installation conference.

2. Be in attendance at the Project site at all times during progress of the work.
 3. Arrange for and witness the performance of required tests.
 4. Inspect the work and perform tests as necessary to ensure that the work for each day meets the required quality.
 5. Take action necessary to ensure conformance with the Contract Documents, including stopping of undesirable work practices and arranging for corrective action.
 6. Furnish access to the work for the testing agency.
- E. Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances, and regulations of Federal, State, and local authorities having jurisdiction. Obtain necessary approvals from such authorities.
- F. Pre-Installation Conference: Prior to commencing the work, and at the Contractor's direction, meet at the Project site to review the material selections, installation procedures, and coordination with other trades. Pre-installation conference shall include, but shall not be limited to, the Contractor, the Owner, the Construction Consultant, the Installer, manufacturers, and trades that require coordination with the work.
1. The Contractor shall record minutes of the pre-installation conference which shall include, but shall not be limited to, the following:
 - a. The Contractor, the Installer, and the material manufacturer have reviewed the locations and conditions under which the materials will be installed.
 - b. The Installer shall follow the requirements of the Contract Documents and manufacturer's instructions.
 - c. The Installer shall follow special instructions, if any, furnished by the manufacturer at the time of the pre-installation conference. Such special instructions shall be recorded in the minutes or a copy attached thereto.
 - d. The Contractor and the Installer shall agree that the proposed installation shall perform as required.
 2. The Contractor shall furnish a copy of the minutes of the pre-installation conference to each attendee. If substantive disagreements exist at the conclusion of the pre-installation conference, describe what they are, how they shall be resolved, and set a date for reconvening the pre-installation conference to finalize their resolution.
- G. Single Source Responsibility: Obtain primary waterproofing materials of each type required from a single manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver primary waterproofing materials to job site in manufacturer's original, unopened containers, bearing manufacturer's name and label and the following information:
 - 1. Product name.
 - 2. Product description (generic product classification).
 - 3. Batch number under which product was produced.
 - 4. National standards with which the product complies.
 - 5. Application instructions.
- B. Store materials in protected location off ground in accordance with manufacturer's instructions.
- C. Do not allow materials to become wet or soiled or covered with ice or snow.
- D. Comply with manufacturer's precautions and recommendations to protect materials from deterioration.

1.7 PROJECT CONDITIONS:

- A. Substrate: Proceed with waterproofing operations only after substrate construction and penetrating work have been completed.
- B. Environmental Requirements: Do not proceed with installation of waterproofing when temperatures are below or above manufacturer's published recommended limitations for installation. Proceed with the work only when existing and forecasted weather conditions are favorable for proper cure and development of high early bond strength.
- C. Protection: Protect the building from damage resulting from spillage and dropping of materials. Prevent materials from entering and clogging drains and water conductors.
- D. Repair and restore or replace other work which is soiled or damaged in connection with the performance of the work.

1.8 WARRANTY:

- Section A. Extended Warranty: Provide a single source warranty for the work of this section, Section 05880 - Expansion Control and Section 07620 - Sheet Metal Flashing, Trim and pedestal set pavers, including but not limited to, membrane, flashing, protection sheet, insulation, expansion joint assembly and paver system. Warrant that the waterproofing assembly is in accordance with the Contract Documents and free from faults and defects in materials and workmanship, including watertightness, for a period of 15 years. Cost of removal and replacement of permanent wear surface materials which may be necessary to effect such repairs shall be borne by the Contractor. The warranty shall be

countersigned by the Installer and manufacturer. Items covered under the warranty shall include, but shall not be limited to, the following:

1. The membrane and the flashing shall remain fully adhered and watertight.
- B. Other Rights: The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Acceptable products: Subject to compliance with specified criteria, provide system components manufactured by one of the following:
1. American Hydrotech, Inc.
 2. Carlisle, Inc.,
 3. Tremco, Inc.

2.2 HOT RUBBERIZED ASPHALT WATERPROOFING:

- A. General:
1. Membrane: Provide fabric-reinforced rubberized asphalt membrane system formulated for average 215 mil (5.461 mm) thick two-coat application to substrate type and slope indicated, and complying with the following requirements:
 - a. Solids Content: 100 percent.
 - b. Low Temperature Flexibility: No cracking, delamination, or adhesion loss when 1/8 inch (3 mm) thick membrane applied to aluminum substrate is subjected to 90 degree bend over 1/4 inch (6 mm) mandrel in one second time period at -26 EC (-15 EF).
 - c. Water Resistance: No delamination, blistering, emulsion, or deterioration after 24 hours at 25 EC (77 EF), ASTM D 2939.
 - d. Water Vapor Permeability: 0.03 perms (0.017 metric perms) maximum for 1/8 inch (3 mm) thick membrane at 38 EC (100 EF), ASTM E 96, Procedure E.
 - e. Water Absorption: Maximum 0.18 percent weight gain for 1/8 inch (3 mm) thick membrane after 72 hours total immersion.
 - f. Penetration: Maximum 110 at 25 EC (77 EF), maximum 200 at 50 EC (122 EF), ASTM D 1191.
 - g. Flow: None at 49 EC (120 EF), maximum 1/8 inch (3 mm) at 60 EC (140 EF), ASTM D 1191.
 - h. Softening Point: 82 EC (180 EF) minimum, ASTM D 36.

- i. Minimum Ambient Application Temperature: -18 EC (0 EF).
 - j. Pouring (Application) Temperature: 204 EC (399 EF) maximum.
 - k. Flash Point: 260 EC (500 EF) minimum, ASTM D 92 (Cleveland Open Cup).
 - l. Service Temperature Range: 0 EF (-18 EC) to 120 EF (49 EC).
- B. Surface Primer: Provide cutback solvent type asphaltic primer, complying with ASTM D 41 and specifically recommended by the membrane manufacturer.
- C. Reinforcing Sheet:
- 1. Standard Duty: Spun-bonded polyester fabric, nominal 1.0 ounce per square yard (33.91 g/m²) weight.
 - 2. Heavy Duty: 60 mil (1.524 mm) uncured neoprene sheet.

2.3 MISCELLANEOUS MATERIALS:

- A. Primer/Filler/Sealer: Provide primer, filler, or sealer as recommended by manufacturer of fluid-applied waterproofing compound.
- B. Flashings, Cant Strips, and Accessories: Provide flashings, cant strips, and accessories as recommended by manufacturer of waterproofing compound.
- C. Expansion Joint Filler Rod: Provide closed cell expanded neoprene or expanded polyethylene rod, as recommended by waterproofing manufacturer for conditions of the installation. Provide in size equal to maximum possible joint opening width and to fit with 25 percent compression into joint of median width.
- 1. "Expand-O-Foam", Williams Products, Inc.
 - 2. "Neoprene Elastic Joint Seals", Williams Products, Inc.
- D. Heavy Duty Protection Board: Provide 0.085 inch (2.16 mm) thick heavy duty composite rubberized asphalt/fiberglass sheet.
- E. Prefabricated Drainage Layer: Provide high density polyethylene core with factory-bonded filter fabric on one side.
- 1. Basis of design: American Hydrotech, Inc., Hydrodrain 1000.
- F. Filter Sheet: Provide non-woven black fabric, nominal 3.0 ounces per square yard (101.72 g/m²) weight.
- 1. "Confil 689H Polypropylene", International Paper Co.
 - 2. "Rufon P3B Polyester", Phillips Fibers Corp.
- G. Sheathing: exterior grade pressure treated plywood Expansion Joint Cover: Basis of Design: Situra red line as sized by manufacturer with factory splices.

PART 3 - EXECUTION

3.1 EXAMINATION:

- A. Existing concrete substrates that require the removal of foreign materials shall be acid etched, sandblasted, or shot blasted to the satisfaction of the manufacturer and the Construction Consultant prior to the application of primer. The existing waterproof membrane shall be cleaned to receive the new fluid applied waterproofing.
 - 1. Coordinate removal to prevent damage to the existing substrates and subsurface expansion joint assemblies intended to remain. Repair damage to existing surfaces to the satisfaction of the manufacturer and Construction Consultant.
- B. Examine areas and conditions under which the work is to be installed, and notify the Contractor in writing, with a copy to the Owner and the Construction Consultant, of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
 - 1. Beginning of work indicates acceptance of the substrate as satisfactory by the Installer.
- C. Verify each area has positive drainage and that surfaces shall not pond water.

3.2 PREPARATION OF SUBSTRATE:

- A. Clean substrate of projections and substances detrimental to work, comply with instructions of prime materials manufacturer.
- B. Surfaces to receive waterproofing shall be completely dry and free of moisture detrimental to the installation of the waterproofing. Test moisture content of concrete in presence of manufacturer's representative. Record date, time and name of manufacturer's representative's acceptance of substrate in each area to receive waterproofing.
- C. Fill voids, seal joints, and apply bond breakers as recommended by prime materials manufacturer.
- D. Prime substrate as recommended by prime materials manufacturer.
- E. Mask off adjoining surfaces not to receive fluid-applied waterproofing to effectively prevent spillage of liquid materials outside membrane area.

3.3 INSTALLATION OF HOT RUBBERIZED ASPHALT WATERPROOFING MEMBRANE:

- A. General: Provide the waterproofing systems in strict accordance with these specifications, manufacturer's recommendations, and A-action or B-action shop drawings. Consult with manufacturer where Technical Specifications occur and are not otherwise covered in printed instructions.

- B. Surface Conditioner: Uniformly prime the substrate in accordance with manufacturer's recommendations and at a minimum average rate not less than 400 square feet per gallon (9.82 m⁵/L).
- C. Flashings at Joints, Cracks, Penetrations, and Terminations: Provide treatment in accordance with the membrane manufacturer's recommendations but not less than the following, prior to application of hot liquid membrane on the main field of the decks.
1. Construction or Control Joints Less Than 1/4 Inch (6 mm): Fill joint using hot liquid membrane. Strip the joint with hot liquid membrane and embed standard duty fabric reinforcing sheet, centered 6 inches (152 mm) either side of joint. Follow with an overlay of hot liquid membrane.
 2. Joints 1/4 Inch (6 mm) to 2 Inches (51 mm): Remove any loose matter. Strip the joint with hot liquid membrane. Embed heavy duty neoprene reinforcing sheet, looped into the joint and centered at least 6 inches (152 mm) on either side of joint. Insert expansion joint filler rod into neoprene loop. Apply membrane 125 mils (3.175 mm) thick over the reinforcing except at the loop.
 3. Cover with another layer of heavy duty neoprene sheet centered at least 8 inches (203 mm) on either side of joint looping it upward at the joint filler.
 4. Follow with an overlay of hot liquid membrane extending not less than 6 inches (152 mm) each side of sheet.
 5. Stripping: Set metal flanges in hot liquid membrane. Prime and strip-in the flanges of metal accessories and flashing with hot liquid membrane and standard duty reinforcing sheet.
 6. Drains: Extend hot liquid membrane to inside of the drain bowl flange.
 7. Embed flashing of heavy duty neoprene reinforcing sheet into the hot liquid membrane, covering the drain and extending a minimum distance of 12 inches (305 mm) on to the deck. Install drain clamping ring and cut out the center of neoprene sheet covering the drain bowl. Cover the exposed flashing with final application of hot liquid membrane.
 8. Weeps: Coordinate to work with membrane.
- D. Application of Rubberized Asphalt Membrane: Apply hot liquid membrane as scheduled below. Apply additional material to correct areas deficient in thickness. Extend membrane to top of curbs at parapet and perimeter locations. While membrane is still warm, cover with standard duty protection board and lap the joints 6", as temporary protection before application of drainage layer. Use heavy duty protection board where insulation is not required, specified, or detailed.
1. Apply hot liquid membrane evenly at a rate to provide a minimum thickness of 90 mils (2.286 mm), embed a layer of spun-bonded

polyester reinforcing sheet, and apply additional hot liquid membrane evenly at a rate to provide an additional minimum thickness of 125 mils (3.175 mm). Total thickness shall be a minimum of 215 mils (5.461 mm).

3.4 3.4 APPLICATION OF COVER:

- A. Prefabricated Drainage Layer: Install prefabricated drainage layer directly above the protection board. Lap edges and ends of drainage layer filter fabric a minimum of inches (102 mm) at adjoining sheets and tightly butt all edges of polyethylene core.
- B. Wear Surface: Coordinate installation of wear surface over waterproofing system as necessary to complete the work and prevent damage to membrane system, in accordance with manufacturer's recommendations, and Section 04500, Architectural Precast Concrete Paving, and Section 03800, Architectural Concrete Wearing Surface.

3.5 FIELD QUALITY CONTROL:

- A. Water Flood Test: Prior to placing of drainage layer, and wear surface, the membrane areas shall be water-tested by temporarily plugging drains in the area, then impounding water to a minimum depth of 2 inches (51 mm) maintaining water levels for a period of 72 hours, and checking for leaks in the waterproofing system.
- B. Such water testing may be conducted on an area by area basis as the conduct of the work permits. If leaks occur, remove existing components and replace with new materials to eliminate the causes and sources of the leaks.
- C. Thickness Test: The testing laboratory shall test the thickness of the installed membrane at a frequency of once every 100 square feet (9.29 m²).
- D. Log: Maintain a log devoted to events related to the waterproofing work. Note in log such events as visits at the site by the manufacturer's representatives, substrate conditions, acceptance of substrate by the Installer and manufacturer, dates and areas of installations, weather conditions, etc. Keep this log at the site available for examination by the Owner and the Construction Consultant.

3.6 PROTECTION:

- A. Until such time as membrane is protected by the final covering, keep the area free from traffic and other trades. The Contractor shall provide necessary temporary protection to prevent damage, such as caused by traffic, gouging, scraping, spillage of deleterious substances, excessive heat, etc. Should pedestrian or tradesman traffic be unavoidable, provide 2 inch minimum plywood protection over protection board.

SECTION 07830

ELASTOMERIC COATING

PART 1 - GENERAL

1.1 SUMMARY:

- A. Work of this section includes surface preparation, applying primer and elastomeric coating at locations described in the Summary of Work, indicated on the Drawings, and described in this Section.

1.2 SUBMITTALS:

- A. Product data: Submit manufacturer's product description, indicating conformance with specified requirements and installation instructions. Indicate preparation and priming requirements for each substrate condition.
- B. Color samples: Submit two sets of color and texture samples from coating manufacturer. This shall be in the form of five color charts. Owner shall choose color of coating.

1.3 DELIVERY, STORAGE AND HANDLING:

- A. Delivery:
 - 1. Deliver materials to project site in original, tightly sealed containers or unopened packages with labels intact.
 - 2. Provide labels bearing manufacturer's name, product identification and lot number.
 - 3. Protect all materials from damage during transit, handling, storage and installation.
- B. Storage and handling:
 - 1. Store materials in dry, covered storage, off ground, in accordance with manufactures' product data.
 - 2. Maintain neat, clean conditions in storage area; remove rags and waste materials at end of each day's work.
 - 3. Close containers not in use. Leave no materials open.

1.4 JOB 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 application and cure of materials to be applied or installed.

- B. Protection of adjacent surfaces:
 - 1. Protect by applying masking material or manipulating application equipment to keep materials from adjacent wall area.
 - 2. Remove misapplied materials from surfaces by using methods approved by manufacturer.
 - 3. At surfaces from which materials have been removed, restore to original condition and appearance.
- C. Protection, general:
 - 1. Keep building weathertight.
 - 2. Protect building from damage and defacing by preparation and coating operations.
 - 3. Restore or replace adjacent work or materials damaged during handling of materials.

1.5 QUALITY ASSURANCE:

- A. Use only mechanics well experienced in the specified materials, and their preparation, application, and cleanup procedures.
- B. Applicator shall be approved by manufacturer for the previous 5 years.

1.6 WARRANTIES:

- A. Coating Manufacturer's warranty: Warrant coated walls to be watertight, and free from material defects in elastomeric coating, for ten (10) years, beginning at the date of Substantial Completion.
- B. Installer's warranty: Warrant work to be watertight and free from defects in workmanship for a period of five years, beginning at the date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ELASTOMERIC COATING:

- A. Basis of Design: Dow Allguard
- B. SEC 2400 Silshield, by Momentive Performance Materials

2.2 SEALANTS:

- A. Apply silicone sealants approved by elastomeric coating manufacturer.
- B. Allow sealants to cure prior to installation of elastomeric coating. Remove any fluids or by-products of sealant curing prior to elastomeric coating application.

PART 3 – EXECUTION

3.1 GENERAL:

- A. Apply materials using preparation and installation procedures, including cleaning and priming products, recommended by manufacturer's written literature or directions.

3.2 MOCK-UPS:

- A. Prepare mock-up (minimum size of 10 square feet) of 3 color samples for Owner acceptance.
- B. Mock-up will be additionally reviewed for color, texture, uniformity, appearance and workmanship. If mock-up is not satisfactory, prepare additional mock-ups until approval is obtained.
- C. Approved, undamaged mock-up shall remain as part of the finished work and shall serve as a standard of quality for the remainder of the work.

3.3 SURFACE PREPARATION:

- A. Surfaces to receive finishes shall be dry and free of oils, dust or other loose, foreign or deleterious materials. Do not use high strength chemicals or acidic solutions that will damage finishes or promote corrosion of metal surfaces or reinforcing steel in concrete surfaces or that will damage roofing materials. Do not use cleaning solutions that contain volatile organic solvents, or pose hazards to building occupants, workers, or surrounding property.
- B. Coordinate and provide written cleaning procedure recommended by coating manufacturers' technical representative.
- C. Prior to application of elastomeric coating system, expansion and control joints shall be caulked as specified in Sealants and Caulking section and all flashings and penetrations shall be installed and caulked.

3.4 COATING APPLICATION:

- A. Prime surfaces as directed by coating manufacturer's after field adhesion tests have been conducted and written recommendations have been received from the manufacturer.
- B. Elastomeric coating is to be placed over sealed joints and cracks, as indicated on the Drawings. All caulking is to cure 7 days minimum before covering with elastomeric coating, or as recommended by the coating manufacturers' technical representative.
- C. Apply primer plus sufficient coats of finish topcoat (minimum of two coats) to achieve pinhole-free minimum dry film thickness of 16 mils.
- D. Apply coating materials in accord with manufacturer's product data unless more stringent requirements are called for herein.

1. Apply coating only when moisture content of surfaces is within manufacturer's recommended limits.
 2. Apply materials using clean brushes and rollers. No spraying will be allowed.
 3. Comply with manufacturer's product data for drying time between coats.
- E. Take precautions as needed to prevent over-application of coating from adjacent finishes or property. Promptly remove any over application of coatings.
- F. Coat all sealants.

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SECTION 07920

SEALANTS AND CAULKING

PART 1 - GENERAL

1.1 SUMMARY:

- A. Work Includes:
 - 1. Caulking and re-caulking concrete joints and flashing as indicated in the documents.
 - 2. Re-caulking replacement brick to window perimeters.
 - 3. Re-caulking replacement brick to window perimeters – Alternate #1.
- 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. Foam tape: A weatherproof compressible material that adheres to the substrate.
 - 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. Submit certification, from the sealants manufacturer, that the installer meets the specified installer qualifications.
- B. Product data: Submit manufacturer's product description, indicating conformance with specified requirements and installation instructions for each type of sealant.
- C. Indicate preparation and priming requirements for each substrate condition.

- D. Color samples:
 - 1. Submit samples of manufacturer's standard material colors.
 - 2. Samples shall be actual materials or literature depicting actual colors of standard color materials. Owner reserves the right to reject work not in conformance with selected colors, based upon samples submitted.
- E. Adhesion compatibility test results: Submit a letter from sealant manufacturer indicating that adhesion and compatibility testing has been performed on actual samples of existing substrates and new substrates to be utilized in reroofing, that materials are compatible and that adhesion is acceptable. Indicate requirements for primers or special preparation.
- F. Warranty: Submit sample copy of exterior sealant 20 year material warranty and contractor 5 year warranty.

1.3 JOB 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.

1.4 QUALITY ASSURANCE:

- A. Applicable standards: American Society Testing and Materials (ASTM), standards as referenced herein.
- B. Applicator qualifications: Applicator shall have a minimum of five years' experience in successfully executing sealants and caulking work similar to the scope of the project.

1.5 WARRANTY:

- 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, beginning at Date of Substantial Completion.
- B. Manufacturer's warranty: Warrant sealant to be free of defects and deterioration for a period of 20 years for silicone sealants.

PART 2 - PRODUCTS

2.1 EXTERIOR SEALANT:

- A. Acceptable products:
 - 1. Dow Corning 756, 790 and 795.
 - 2. Tremco Spectrum 1, 2, 3 or 4.

2.2 ENEXPOSED SEALANT

- A. Acceptable produced by
 - 1. NP 2 Sonneborn, by BASF
 - 2. 511 by Tremco
 - 2. Dynatural 2 by Pecos

2.3 ACCESSORY MATERIALS:

- A. Surface cleaner: Type recommended by material manufacturer for substrates indicated.
- B. Surface primer/sealer: Type recommended by material manufacturer for substrates, conditions and exposures indicated.
- C. Backer-rod: Sof Rod

PART 3 - EXECUTION

3.1 SURFACE PREPARATION:

- A. Clean surfaces immediately before caulking. Remove dirt, insecure coatings, moisture and other substances which would interfere with bond.

3.2 APPLICATION:

- A. Comply with material manufacturer's product data, except where more stringent requirements are specified.
- B. Prime surfaces where recommended by material manufacturer. Do not allow primer/sealer to spill or migrate onto adjacent surfaces.
- C. Do not allow materials to overflow onto adjacent surfaces. Prevent staining of adjacent surfaces.
- D. Remove excess and misplaced materials as work progresses. Clean the adjoining surfaces to remove misplaced materials, without damage to adjacent surfaces or finishes.

- E. Cure sealants 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.

SECTION 079210

CURTAINWALL AND WET SEAL

PART 1 - GENERAL

1.1 DESCRIPTION:

- A. Base Bid work included in this section:
 - 1. Seal joints between curtainwall perimeters and stone veneer.
 - 2. Wet-glaze curtainwalls.

1.2 DEFINITIONS:

- A. Sealant: A weatherproof elastomer used in filling and sealing joints, having properties of adhesion, cohesions, 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.
- B. 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.
- C. Caulk: The process of filling joints, without regard to type of material.
- D. Re-sealing: Same as re-caulking.
- E. Joint failure: A caulked joint exhibiting one or more of the following characteristics:
 - 1. Air and/or water leakage.
 - 2. Migration and/or reversion.
 - 3. Loss of adhesion.
 - 4. Loss of cohesion.
 - 5. Failure to cure.
 - 6. Discoloration.
 - 7. Staining of adjacent work.
 - 8. Development of bubbles, air pockets or voids.

1.3 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. Submit samples of manufacturer's standard material colors.

2. Samples shall be actual materials. Construction Consultant reserves the right to reject work not in conformance with selected colors, based upon samples submitted.

1.4 JOB 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 QUALITY ASSURANCE:

- A. Applicable standards: American Society For Testing and Materials (ASTM), standards as referenced herein.
- B. Field adhesion testing: Field adhesion test procedure utilized shall be as recommended by sealant manufacturer.

1.6 WARRANTY:

- A. Installer's warranty: Warrant work to be free from defects in materials and workmanship, including joint failure, for a period of five years, beginning at Date of Substantial Completion. Form of warranty shall be as included in Division 1.
- B. Manufacturer's warranty: Warrant materials to be free from defects, including joint failure, for a period of twenty years beginning at Date of Substantial Completion.

PART 2 - PRODUCTS

2.1 LOW MODULUS SILICONE SEALANT:

- A. Acceptable product: Dow Corning 790, or equivalent.
- B. Joints to receive low modulus silicone:
 - 1. Brick-to-brick joints. See Section 00450.

2.2 MEDIUM MODULUS SILICONE SEALANT:

- A. Acceptable product: Dow Corning 795, or equivalent.
- B. Joints to receive medium modulus silicone:
 - 1. Stainless steel throughwall flashing lap joints.
 - 2. Stainless steel throughwall flashing to window head joints.
 - 3. Stainless steel throughwall flashing to brick joints.
 - 4. Window head splice joints.
 - 5. Window wet-glazing.

2.3 SILICONE EXPANSION

- A. Acceptable product: Dow Corning 123 or equivalent.
- B. Joints to receive silicone extrusion
 - 1. Metal to metal joints at the face at curtainwall.

2.4 ACCESSORY MATERIALS:

- A. Backer rod: Provide size and shape of rod to control joint depth, break bond at bottom of joint, form optimum shape of bead on back side and minimize possibility of extrusion when joint is compressed. Provide rod of following types as indicated in Drawings.
 - 1. "Sof-Rod" skinned open-cell foam rod, as manufactured by Applied Extrusion Technologies.
 - 2. Open cell polyurethane foam rod.
 - 3. Closed cell polyethylene foam rod.
- B. Joint cleaner: Type recommended by material manufacturer for substrates indicated. Do not use alcohol with DC-790.
- C. Joint primer: Type recommended by material manufacturer for substrates, conditions and exposures indicated. Schedule of primers:
 - 1. Stainless steel throughwall flashing: Dow Corning Primer 1200, or as recommended by manufacturer.
 - 2. Aluminum substrates: Dow Corning 1200, or as recommended by manufacturer.

3. Painted aluminum roof coping: Dow Corning 1200, or as recommended by manufacturer.
- D. Bond breaker tape: Plastic tape applied to contact surfaces where bond to substrate or joint filler must be avoided for material performance.
- E. Masking tape: Paper or plastic tape with low adhesive properties, utilized to mask adjacent surfaces against sealant over -application.

PART 3 - EXECUTION

3.1 JOB MOCK-UP AND ADHESION TEST:

- A. Prepare, caulk and finish one mock-up sample of each joint condition. Coordinate and allow Construction Consultant or sealant manufacturer's technical representative to perform field adhesion testing of each sample joint. If sample joints are unacceptable to Construction Consultant or technical representative, prepare additional samples until approval is obtained.
- B. Sample joints shall be approved by Construction Consultant prior to beginning work. Approved, undamaged mock-up joints shall serve as a standard of quality for the remainder of the work.

3.2 JOINT SURFACE PREPARATION:

- A. Wet-glazing at windows: Cut existing gaskets flush with framing and remove existing sealants from metal -to-glass and metal-to-metal surfaces. Clean surfaces, using two-rag (solvent rag and clean dry rag) procedure recommended by sealant manufacturer. Wet -glaze metal-to-metal, metal-to-glass and fastener head surfaces using medium modulus silicone sealant, as indicated in Drawings.
- B. Window frame splice joints: Remove all existing sealants and contaminants using razor knives or other approved means. Perform two-rag solvent wipe cleaning procedure. Apply masking tape and bond breaker tape. Install 1/8" to 1/4" thick bridge joint of medium modulus sealant, providing 1/2" of non-bonded area (tape width) and 3/8" bonded area on both sides of tape.
- C. Brick veneer joints: For masonry areas not being reconstructed, completely cut out and remove existing sealants, residue, and all contaminants from all joints. Cleaning method shall be mechanical grinding or other approved means which renders clean virgin brick and mortar substrate surfaces to receive new sealant. After grinding, brush out joints and perform solvent wetting and dry rag wiping procedure to remove all dust residue. For new brick veneer joints, clean thoroughly to remove dust and debris. Clean joint surfaces immediately before priming and caulking. Joint widths shall be as shown in drawings.
- D. Sheet metal coping sealant bridge joints: On Hotel roof, sealant bridge joints are already present on coping joints. Inspect and maintain joints as required. On Conference Center roof, remove all existing sealants and contaminants with razor knives and scrapers. Sand (hand or drill disk)

aluminum substrate area to receive sealant to abrade clean oxidized paint. Perform two-rag solvent cleaning procedure to remove all residue and contaminants. Mask surfaces to prevent over-application of sealant.

- E. Lap joints in stainless steel throughwall flashing: Prepare minimum of 6" of mating flashing surfaces by cleaning using two-rag (solvent and dry) wipe procedure. Prime mating stainless steel surfaces using specified primer, and allow to dry as required by sealant manufacturer.

3.3 APPLICATION:

- A. Comply with caulking material manufacturer's product data, except where more stringent requirements are specified.
- B. Install backer rod, except where recommended by material manufacturer to be omitted. Place backer rod to maintain sealant thickness and profile indicated in drawings. Substitute bond breaker tape for shallow, closed joints, and as indicated in drawings. Provide special shape backer rods where needed to maintain proper sealant joint profile, confer with Consultant on odd shaped joints.
- C. Generally, all joint substrates are to be primed, unless recommended not to be primed by sealant manufacturer. Prime joint surfaces where recommended by sealant manufacturer for the specific substrate being sealed, and as detailed herein. Do not allow primer to spill or migrate onto adjacent surfaces.
- D. Gun sealant into place, using 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 by masking tape or other approved means.
- 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 sealant joints 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. Tool sealant in completely horizontal joints flush so that water will not pond on sealant profile. Do not use wet tooling agents. Dry tool sealant before sealant skins.
- 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.

3.4 TESTING

- A. Coordinate and allow Construction Consultant or sealant manufacturer's representative to perform sealant joint test cuts and field adhesion testing at random locations as Consultant deems appropriate. Repair test locations at no additional cost.

SECTION 15410

PLUMBING, PIPING, AND DRAINAGE ACCESSORIES

PART 1 - GENERAL

1.1 SUMMARY:

- A. Install new 2 stage floor drains to replace existing.

1.2 SUBMITTALS:

- H. Product Data: Submit manufacturer's product description indicating compliance with specified requirements. Include installation instructions for each type of drain material. Include design data for rough opening preparation data.

PART 2 - PRODUCTS

2.1 DRAINS:

- A. Top Level: Subject to compliance with requirements specified herein, provide floor drains with cast iron body, adjustable strainer, clamping ring for waterproofing and underdeck clamp as follows:
 - 1. Drain body: J.R. Smith Model #1419.
 - 2. Accessories: Nickel Bronze Top.
 - 3. Adjustable stainless steel perforated strainer.
 - 4. Mounting hardware: Thread steel cartridge bolts with nuts, washers and aluminum plates as required.
 - 5. Drainage matt, filter fabric and # 57 stone to be placed around drain.

2.2 PLUMBING:

- A. Low Slope horizontal drain leaders
 - 1. Schedule 40 PVC – white

2.3 PREPARATION:

- A. Remove 10" to 12" concrete topping around existing drain Provide new drain body and accessories as specified.
- B. Cut and chip concrete structural slab as required to provide flush installation of drain body. Patch around drain body using patching mortars as specified in Section 03710, Remedial Concrete Work. Ponding of water at edge of drain body is considered unacceptable.

2.4 INSTALLATION:

- A. Set new drain body in full bed of urethane sealant.
- B. Install mounting hardware to secure strainer and wide flange level with the structural slab. Check alignment and levelness with straight edge

laying across frame extending minimum of 6" onto wear surface around drains.

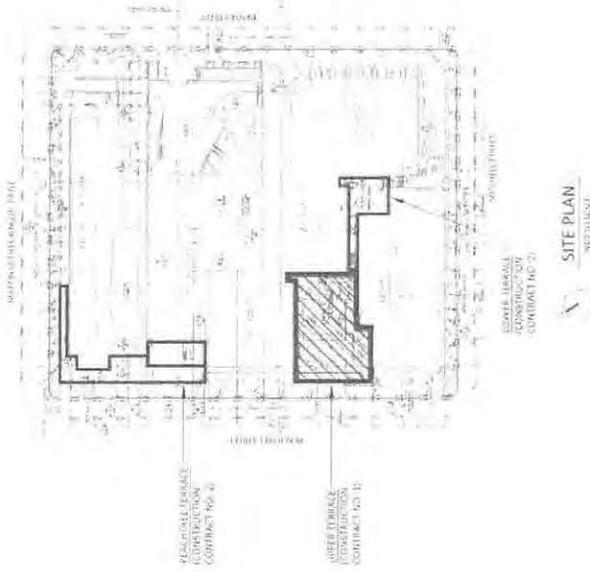
- C. Place drain matt, filter fabric and # 57 stone around stainless steel perforated strainer.
- D. Place silicone sealant joints at perimeter of replacement concrete to existing.
- E. Protect grates and frames from damage during construction. Just prior to substantial completion, clean grates and frames to remove concrete fines and stains.

SECTION 11

EXHIBITS

**Exhibit 1: Fulton County Government Center Remediation of Upper Terrace
Site Drawings**

FINAL DESIGN DRAWINGS - ISSUED FOR BIDS, PERMIT & CONSTRUCTION FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE



DATE NUMBER	SYMBOL	DESCRIPTION
8-2014		COVER SHEET
5-2002		CONSTRUCTION PERMITS, DISCUSSION AND LIFE SAFETY PLAN
5-000		GENERAL NOTES
9-100		PERMIT EDUCATION PLAN LEVEL 1048
2-102		ARCHITECTURAL FLOOR & CEILING ELEVATION PLANS LEVEL 1025
2-103		MECHANICAL, PLUMBING & ELECTRICAL ELEVATION PLANS LEVEL 1025
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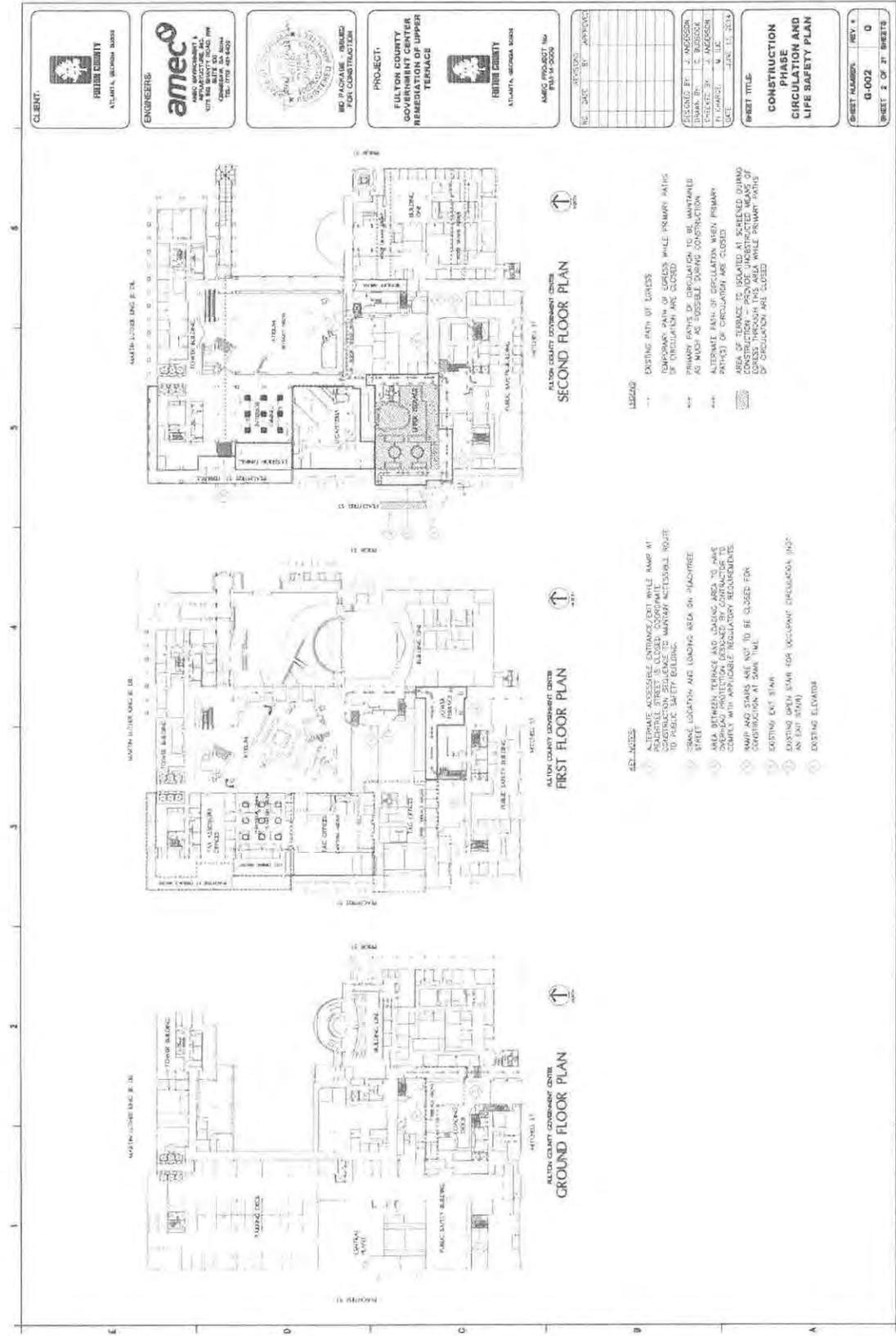
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PREPARED BY:

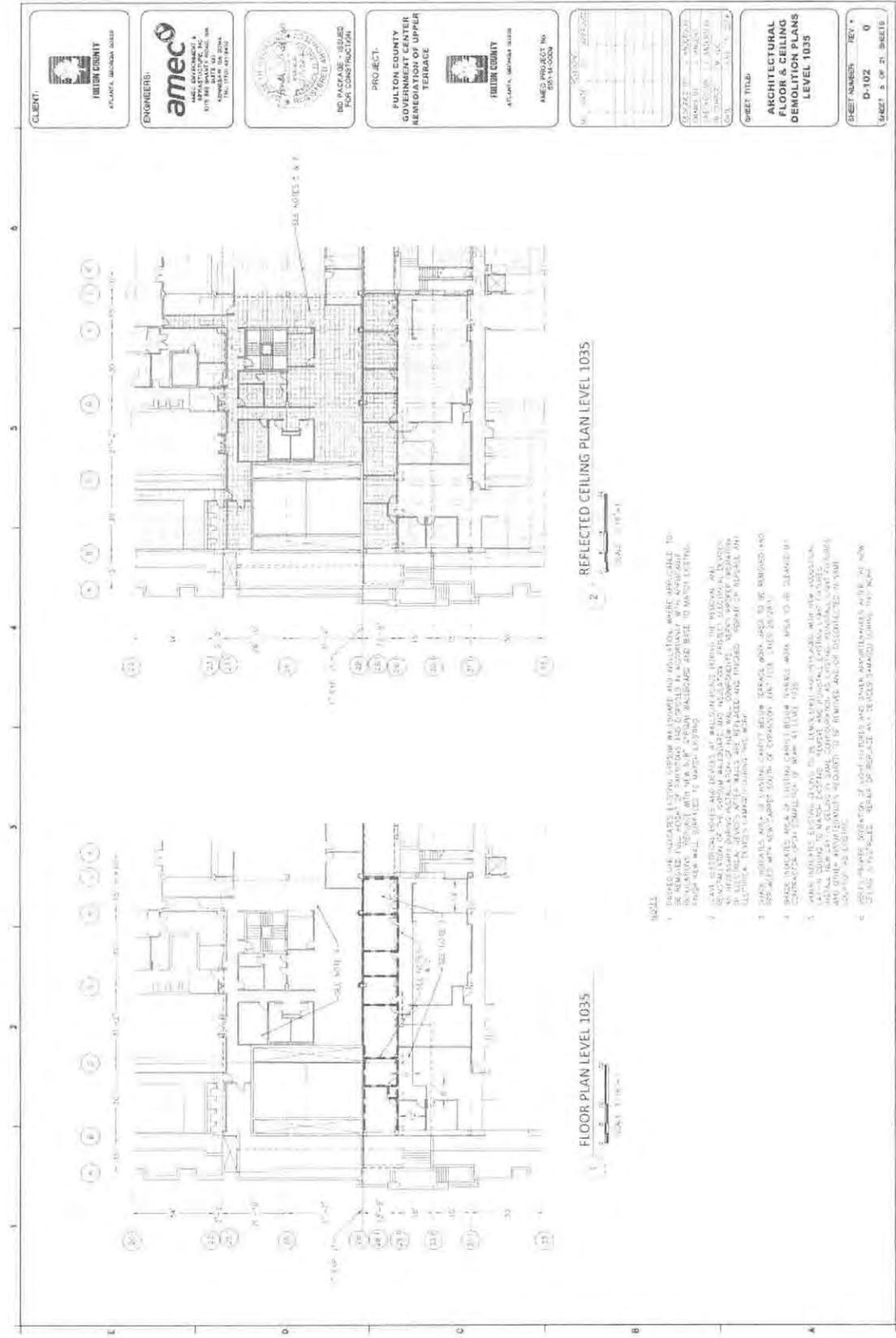
amec
 ENVIRONMENT & INFRASTRUCTURE, INC.
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 SUITE 100
 KENNESAW, GA 30144
 TEL: (770) 421-1430



DATE: JUNE 13, 2014

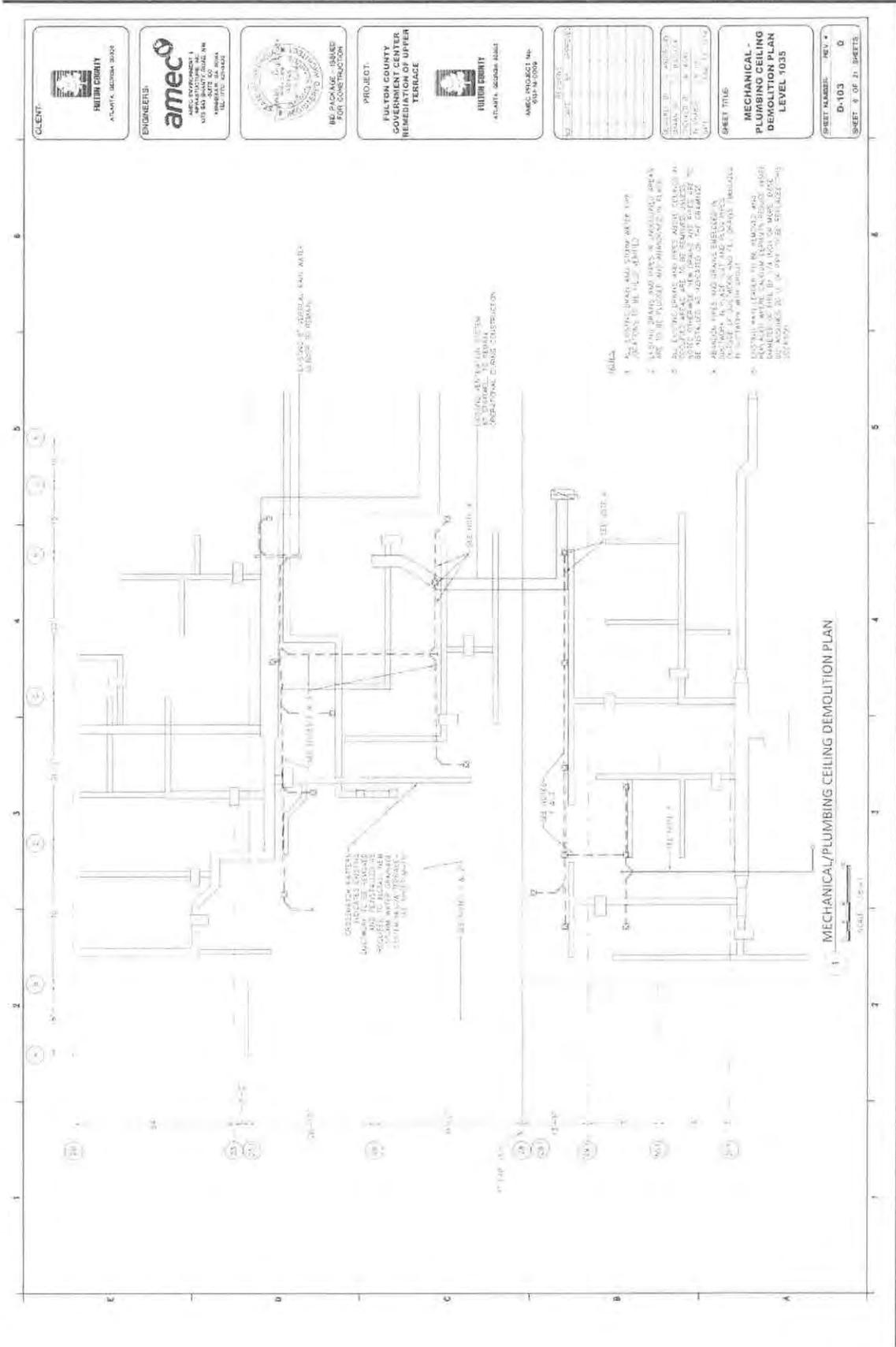


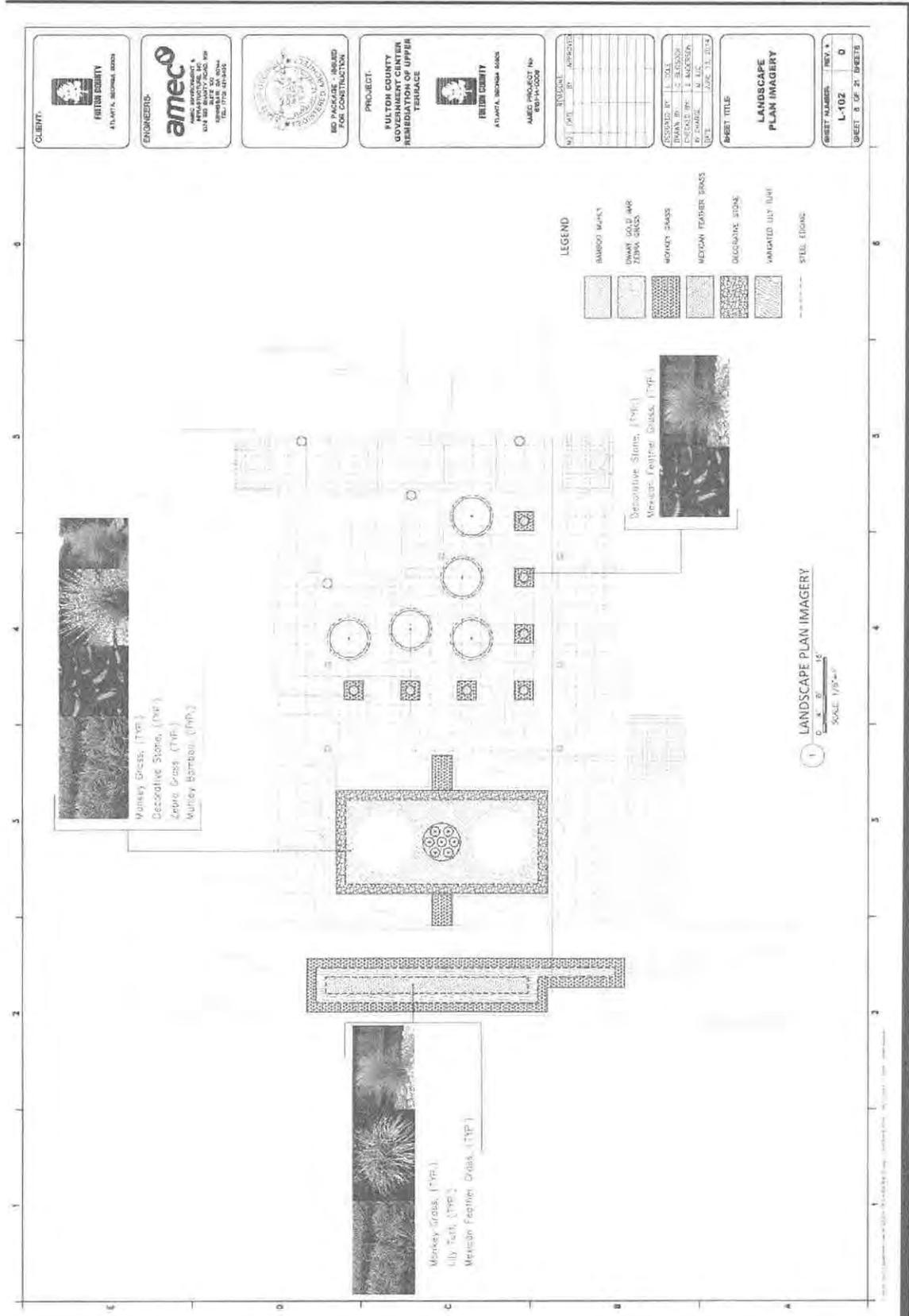
<p>GLEN GLEN COUNTY ALABAMA, 36808-1000</p>	<p>amec AMERICAN MILITARY ENGINEERING, INC. 10000 W. BRIDLEWAY SUITE 100 DALLAS, TEXAS 75243</p>	<p>STATE OF ALABAMA DEPARTMENT OF REVENUE REVENUE OFFICE 1000 MONROE DRIVE MONTGOMERY, AL 36103</p>	<p>PROJECT: FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE</p> <p>OWNER: FULTON COUNTY ALABAMA, 36808-1000</p>	<p>AMC PROJECT No. 14ITB94009K</p>	<p>SHEET TITLE:</p>	<p>GENERAL NOTES</p>	<p>SHEET NUMBER: REV: 0 G-003 SHEET 3 OF 22 SHEETS</p>
<p>1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.</p>	<p>2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.</p>	<p>3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.</p>	<p>4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.</p>	<p>5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.</p>	<p>6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.</p>	<p>7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.</p>	<p>8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AGENCIES.</p>

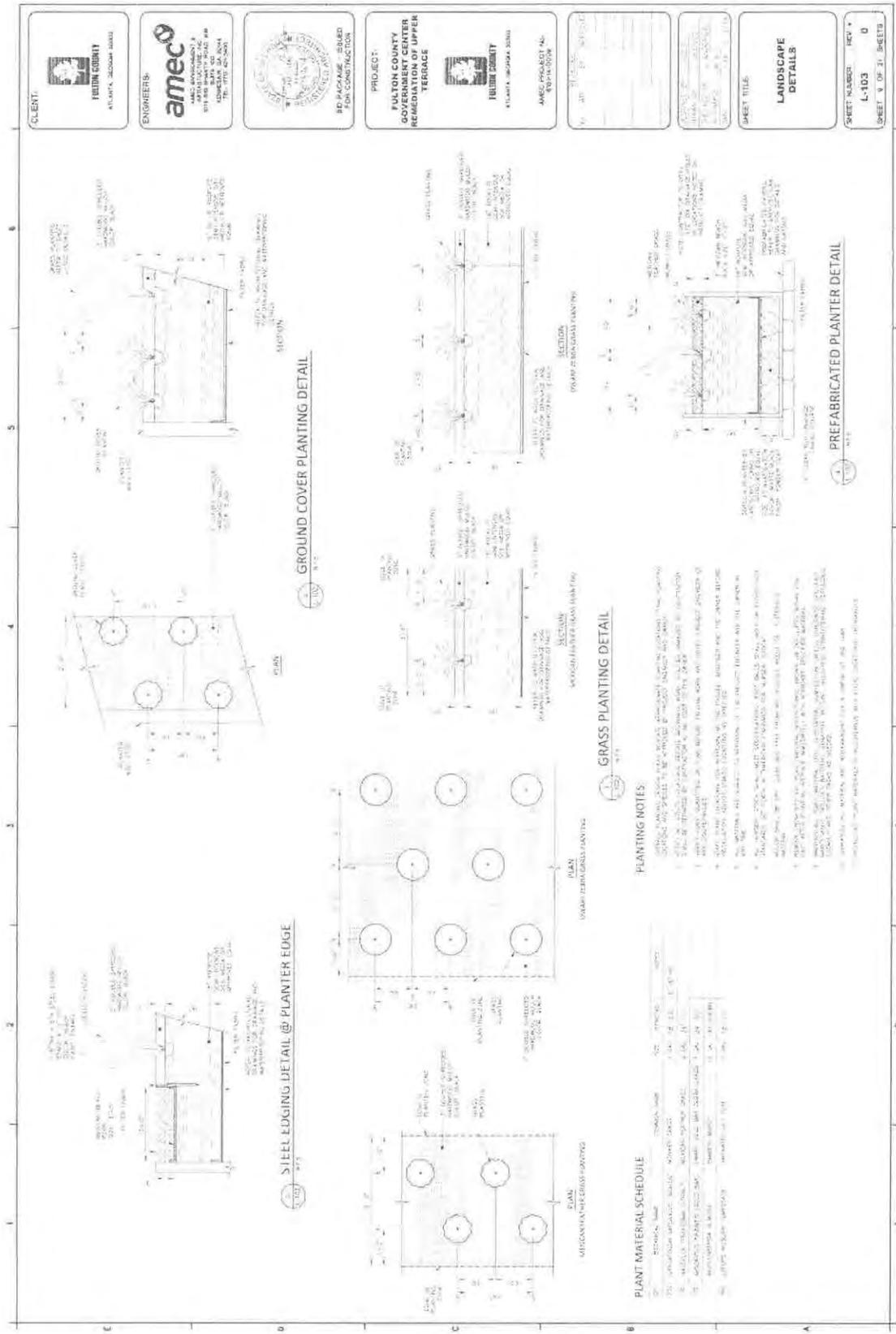


<p>CLIENT:</p> <p>FULTON COUNTY ATLANTA, GEORGIA</p>	<p>ENGINEERS:</p> <p>AMEC 1000 W. BROAD ST., SUITE 1000 ATLANTA, GA 30334 TEL: 404.525.1000</p>	<p>REGISTERED PROFESSIONAL ENGINEER STATE OF GEORGIA NO. 10000 JAMES H. COOK</p>	<p>PROJECT:</p> <p>FULTON COUNTY GOVERNMENT CENTER REMEDIAL ACTION UPPER TERRACE</p>	<p>FULTON COUNTY</p> <p>ATLANTA, GEORGIA</p> <p>AMEC PROJECT NO. 155-11-0000</p>	<p>DATE: 05/11/2011</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>DATE: 05/11/2011</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>SHEET TITLE:</p> <p>ARCHITECTURAL FLOOR & CEILING DEMOLITION PLANS LEVEL 1035</p>	<p>SHEET NUMBER: REV. 0</p> <p>D-102</p> <p>SHEET 5 OF 21 SHEETS</p>
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- NOTES:
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CLIENT: FULTON COUNTY
ATLANTA, GEORGIA 30333

ENGINEERS: amec
AMERICAN METRIC ENGINEERING CORPORATION
1000 PHOENIX AVENUE, SUITE 1000
ATLANTA, GEORGIA 30329
TEL: 404.524.2000

PROJECT: FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE

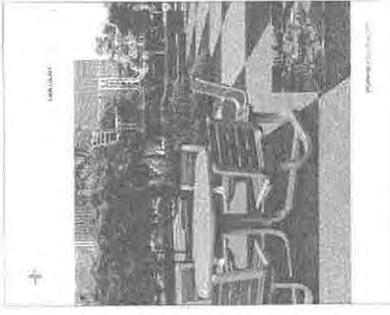
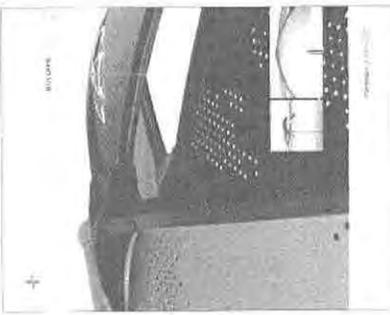
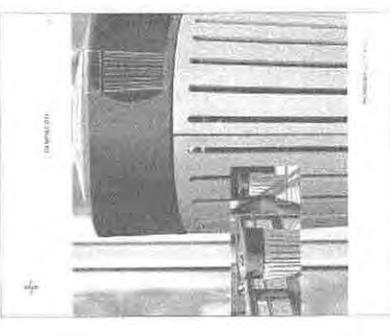
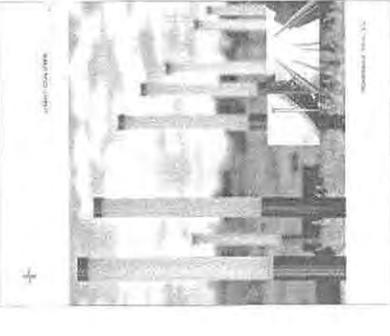
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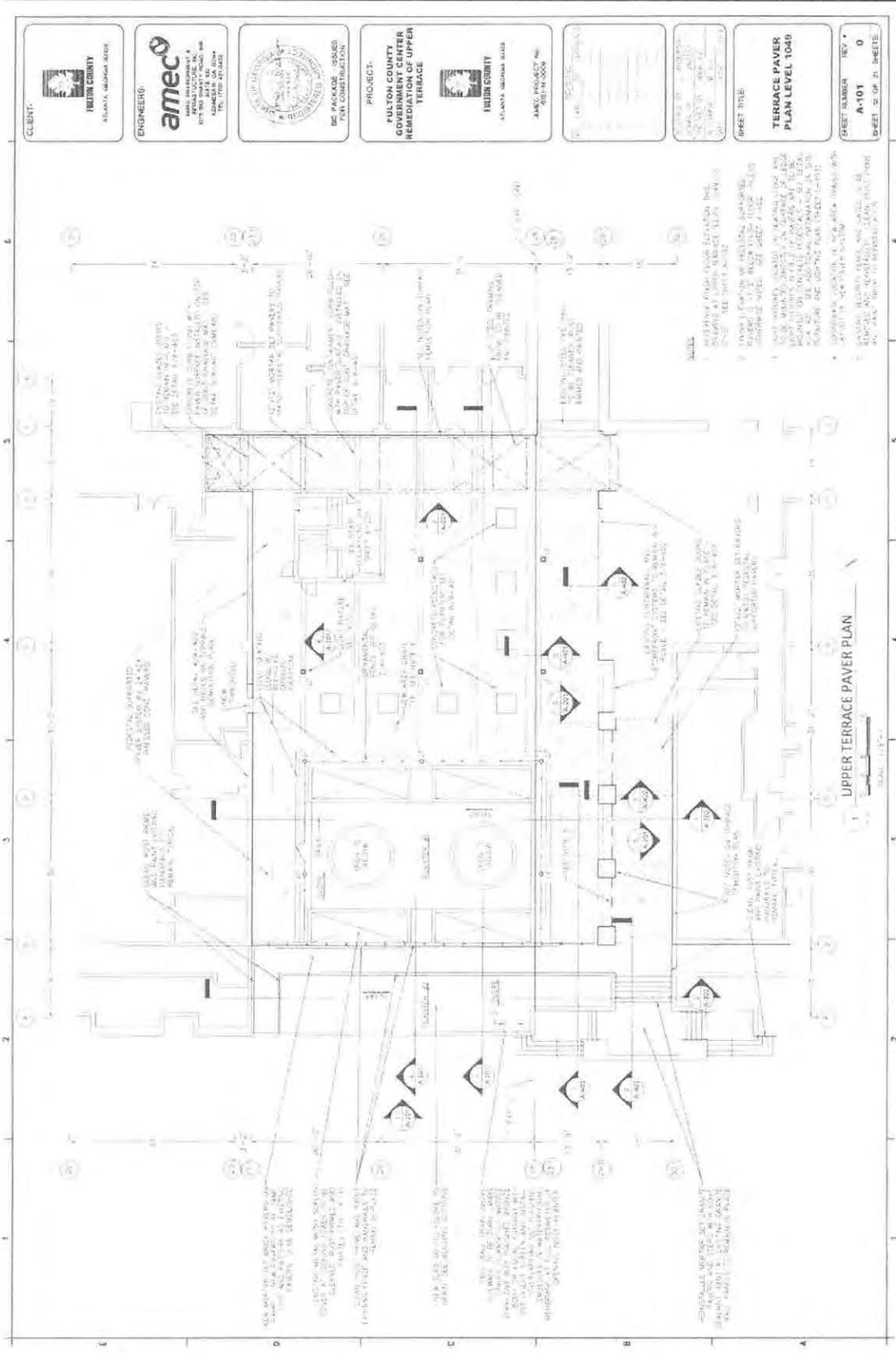
CLIENT: FULTON COUNTY
ATLANTA, GEORGIA 30333

JAMES ROBERTSON, INC.
1000 PHOENIX AVENUE, SUITE 1000
ATLANTA, GEORGIA 30329
TEL: 404.524.2000

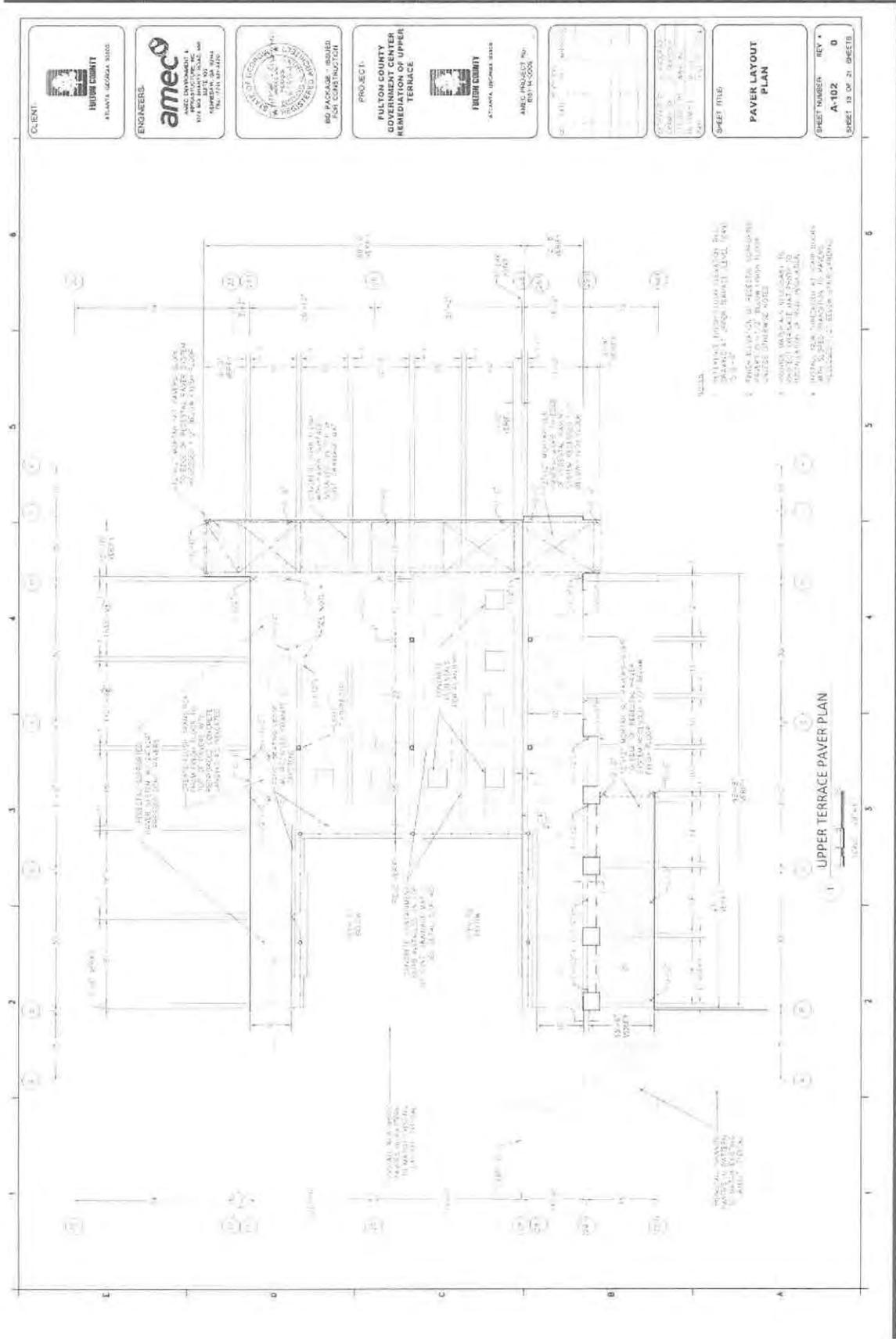
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REV: 0
SHEET 3 OF 21 SHEETS

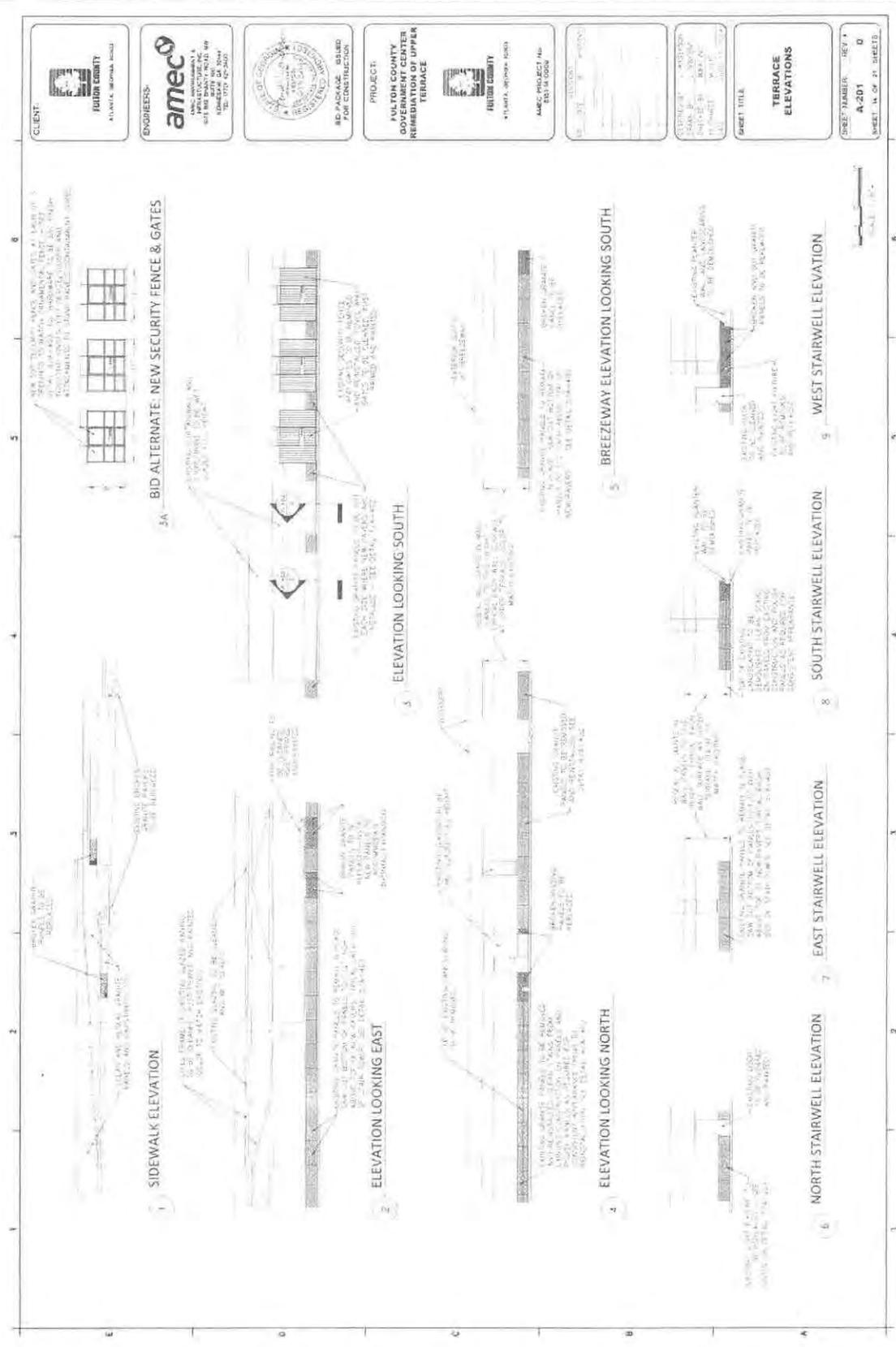
LANDSCAPE DETAILS

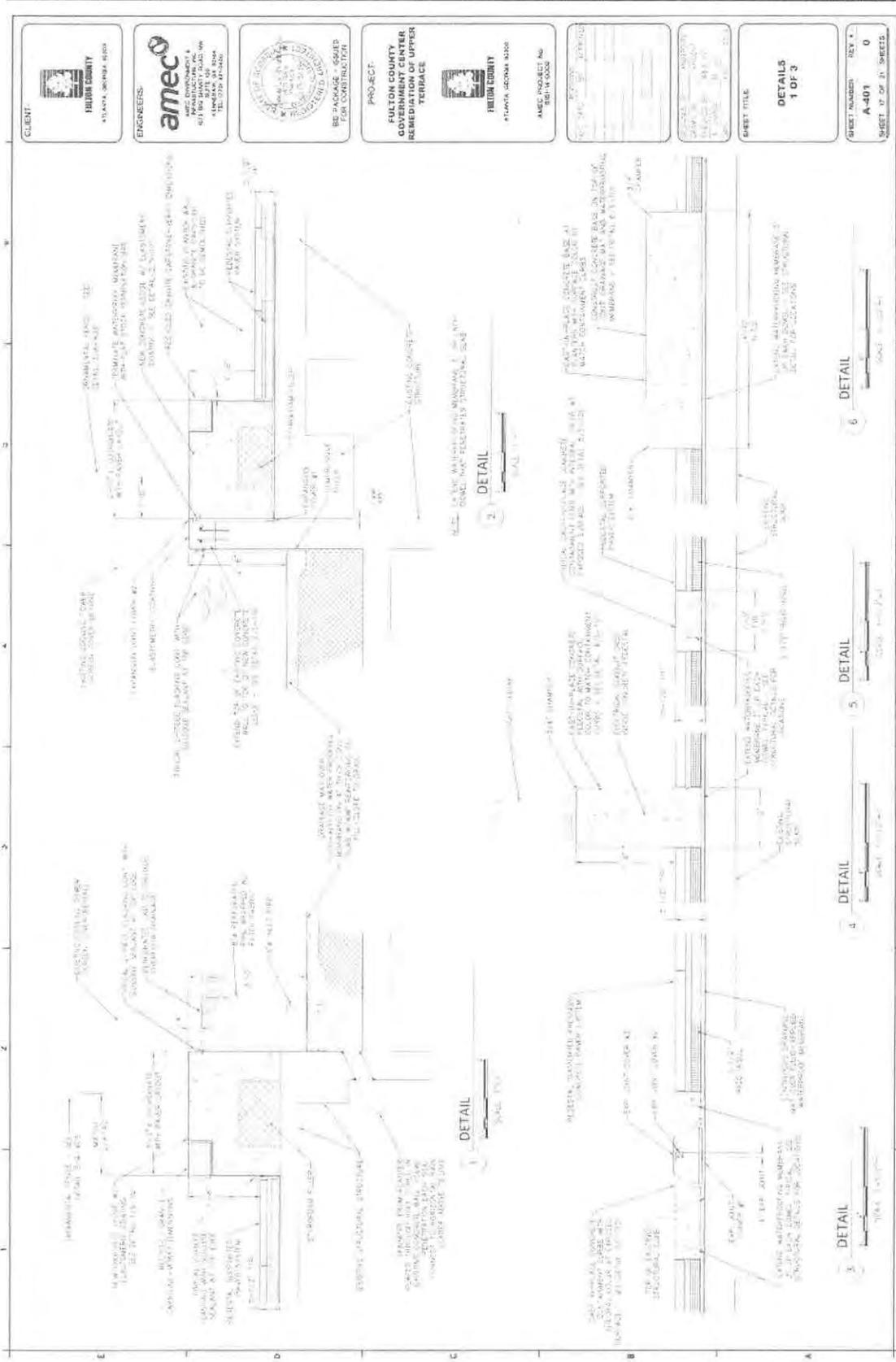
<p>CLIENT:</p>  <p>FULTON COUNTY ATLANTA, GEORGIA 30334</p>	<p>ENGINEERS:</p>  <p>amec INTERNATIONAL INC. 101 145 BIRTH RD. SUITE 100 DUBLIN, GA 31028 TEL: 770-474-4200</p>	 <p>BD PACKAGE - BOUND FOR CONSTRUCTION</p>	<p>PROJECT:</p> <p>FULTON COUNTY GOVERNMENT CENTER REMEDIAL WORK OF UPPER TERRACE</p>	 <p>FULTON COUNTY ATLANTA, GEORGIA 30334</p> <p>AMEC PROJECT No. 889-14-0006</p>	<table border="1"> <tr> <td>NO.</td> <td>DATE</td> <td>BY</td> <td>REVISION</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	REVISION									<table border="1"> <tr> <td>DESIGNED BY:</td> <td>J. GALE</td> </tr> <tr> <td>DRAWN BY:</td> <td>S. JONG</td> </tr> <tr> <td>CHECKED BY:</td> <td>A. ANDERSON</td> </tr> <tr> <td>DATE:</td> <td>10/11/11</td> </tr> <tr> <td>SCALE:</td> <td>1/8" = 1'-0"</td> </tr> </table>	DESIGNED BY:	J. GALE	DRAWN BY:	S. JONG	CHECKED BY:	A. ANDERSON	DATE:	10/11/11	SCALE:	1/8" = 1'-0"	<p>SHEET TITLE:</p> <p>SITE FURNITURE AND LIGHTING IMAGERY</p>	<table border="1"> <tr> <td>SHEET NUMBER</td> <td>REV. #</td> </tr> <tr> <td>L-100</td> <td>0</td> </tr> <tr> <td colspan="2">SHEET # OF 21 SHEETS</td> </tr> </table>	SHEET NUMBER	REV. #	L-100	0	SHEET # OF 21 SHEETS	
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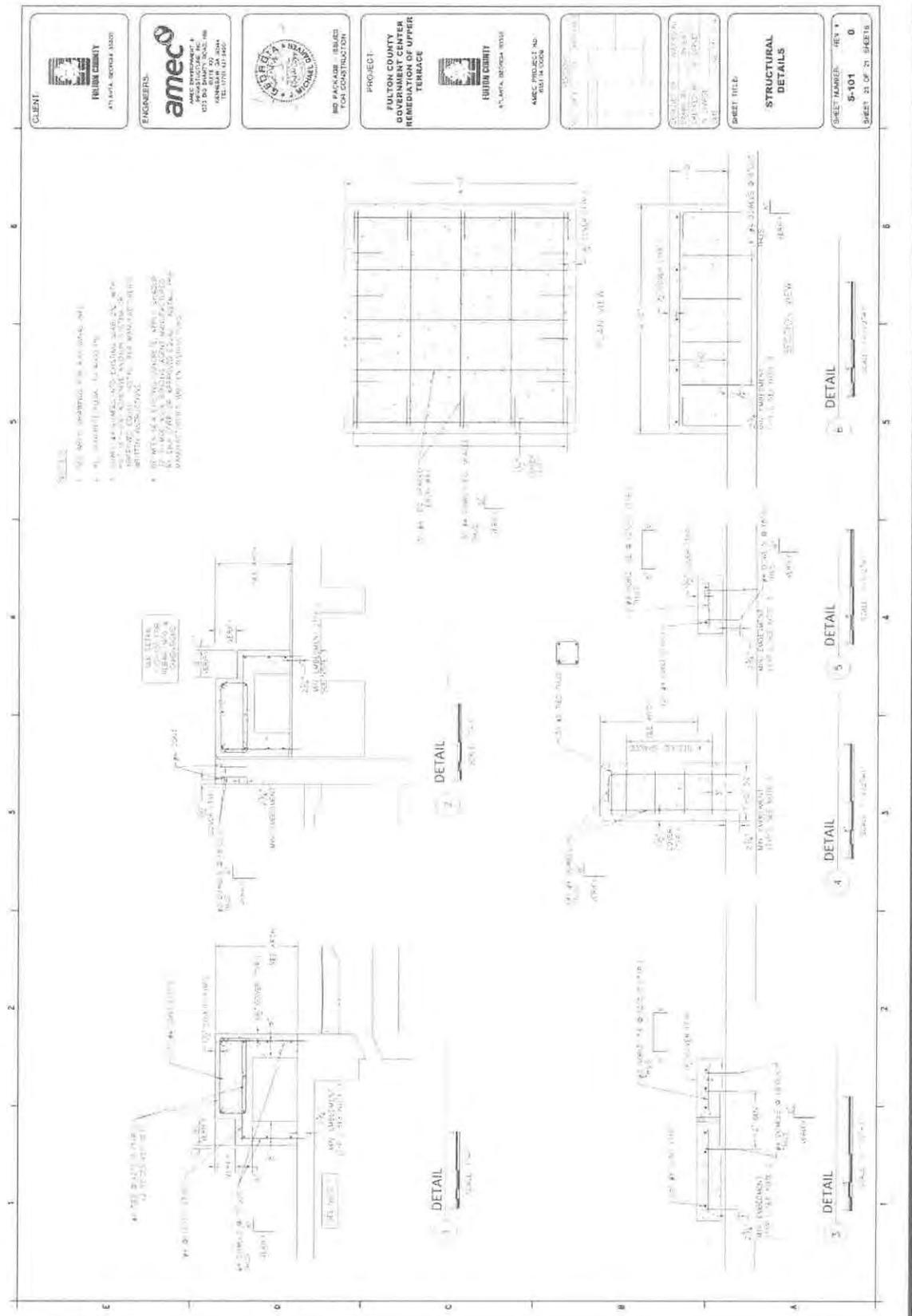


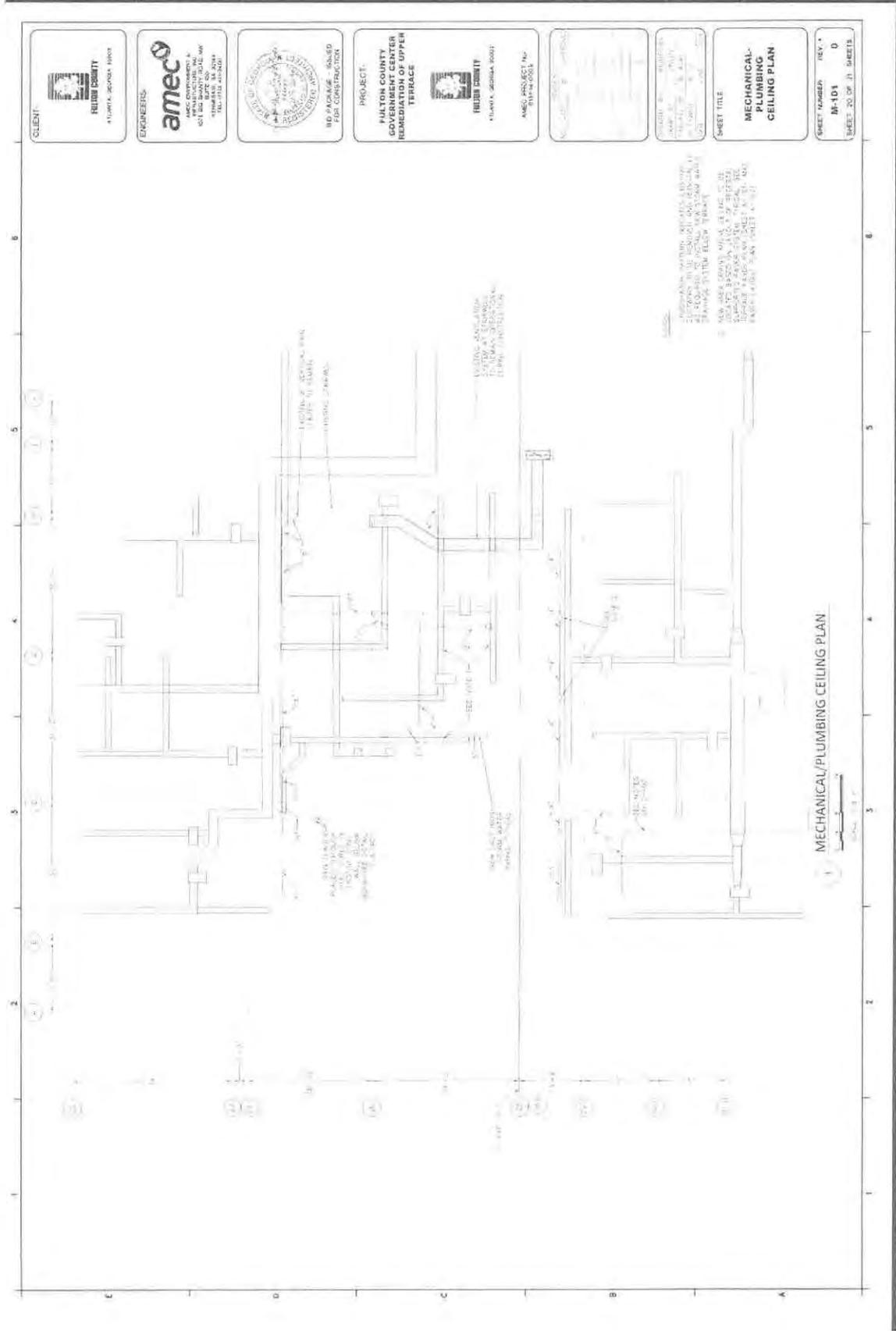
CLIENT: FULTON COUNTY ATLANTA, GEORGIA 30333	ENGINEERS: amec 875 BIRCHMOUNT AVENUE, SUITE 100 ATLANTA, GEORGIA 30328 PHONE: 404.525.1000 FAX: 404.525.1001 WWW.AMEC.COM	JAMES H. MOORE PROFESSIONAL ENGINEER STATE OF GEORGIA LICENSE NO. 10000	PROJECT: FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE	FULTON COUNTY ATLANTA, GEORGIA 30333	SHEET NO. 1049 PROJECT NO. 14ITB94009K DATE: 08/11/14	SHEET TITLE: TERRACE PAVER PLAN LEVEL 1049	SHEET NUMBER: REV. 0 A-101 0 SHEET 22 OF 21 SHEETS
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<p>CLIENT:</p> <p>FULTON COUNTY 410 W. BROWN HWY MARIETTA, GA 30067</p>	<p>ENGINEERS:</p> <p>amec 1000 W. BROWN HWY SUITE 200 MARIETTA, GA 30067 TEL: 770.429.4400</p>	<p>RD PACKAGE - ISSUED FOR CONSTRUCTION</p>	<p>PROJECT:</p> <p>FULTON COUNTY GOVERNMENT CENTER REMEDIATION OF UPPER TERRACE</p> <p>FULTON COUNTY 410 W. BROWN HWY MARIETTA, GA 30067</p>	<p>AMEC PROJECT NO:</p> <p>14ITB94009K</p>	<p>DATE:</p> <p>11/11/14</p>	<p>SHEET TITLE:</p> <p>MECHANICAL- PLUMBING CEILING PLAN</p>	<p>SHEET NUMBER: M-101</p> <p>REV: 0</p> <p>SHEET 20 OF 21 SHEETS</p>
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SECTION 12

APPENDICES

**APPENDIX A: CONTRACTOR SAFETY AND HEALTH MANAGEMENT
PROCESS**

APPENDIX B: SAFETY POLICY STATEMENT

**APPENDIX C: JOB SAFETY ANALYSIS WORKSHEET EXAMPLE AND
INFORMATION**

APPENDIX A: CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

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).

The Contractor is responsible for:

1. Implementing a safety, health and loss prevention process and program that meets or exceeds all the requirements in the Contract Documents and the safety, health and loss prevention guidelines referenced in the Contract Documents;
2. Reporting all accidents, incidents and near misses as required in the safety guidelines;
3. Coordinating the investigation of major accidents and incidents with the Project Manager;
4. Designating an employee on the site to be responsible for the Contractor's safety program; and
5. Implementing corrective action plans to address safety, health and loss prevention findings identified on the work site.

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, Lightning, 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 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-IA 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 Subcontractor 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

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; and
- 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 051-IA 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 stored separately or separated in accordance with the appropriate code.
- 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 overhead and other construction hazards
- 16.5 Site Traffic Control
- 16.6 Barricading off hazardous areas and open pits and holes

APPENDIX B: 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 forth-eight (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.

Appendix C: 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