MEMORANDUM

To: Parties Interested In RFP2017-11
From: Cindy Clack
Date: 3/1/2017
Re: RFP2017-11 Historic Barrow County Courthouse – Re-Roofing Project

RFP2017-11 is attached for your consideration. Anyone accessing this Request for Proposal from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure an awareness of any updates.

Please insure proposals are submitted exactly as specified in the RFP. If you have any questions, please submit them in writing to the Barrow County Purchasing Agent as called for in the RFP.

Thank you.
REQUEST FOR PROPOSALS
RFP2017-11

HISTORIC BARROW COUNTY COURTHOUSE
RE-ROOFING PROJECT

BARROW COUNTY, GEORGIA
MARCH 1, 2017

DATE OF OPENING: MARCH 29, 2017
REQUEST FOR PROPOSALS

HISTORIC BARROW COUNTY COURTHOUSE – RE-ROOFING PROJECT
BARROW COUNTY BOARD OF COMMISSIONERS

Date: March 1, 2017

PURPOSE: The purpose of this request is to provide interested Contractors with sufficient information to enable them to submit a uniform proposal for the County’s Historic Barrow County Courthouse – Re-Roofing Project (hereafter called “project”) as required by the Barrow County Board of Commissioners, and to set forth a systematic method that will be fair and impartial to all parties concerned in order to generate responses that can be equally evaluated by the County.

GENERAL: Barrow County is interested in entering into an agreement with a Contractor that consists of the re-roofing of the Historic Courthouse at 30 North Broad Street Winder, Ga. 30680. You are invited to submit a response for this requirement.

OBJECTIVE: The “Project” consists of the re-roofing of the Historic Courthouse with summary as follows: Removal of all existing roofing layers on the Historic Courthouse only. Project includes the roofing at the base of the tower as well in accordance with the project manual and specifications included in this RFP.

COMPLIANCE WITH THE REQUEST FOR PROPOSAL (RFP): Each prospective Contractor must comply with all requirements of this RFP. Notice is hereby given to all Contractors that if their submittals are defective or irregular, the same may be rejected immediately. To facilitate comparative analysis and evaluation of submittals, it is desired that a uniform format be employed in structuring each. The required format will coincide with specifications given later in this notice. Each Contractor’s degree of compliance with the requirements of this notice will be a factor in the subsequent evaluation and possible selection for providing designated services. All instructions are to be considered an integral part of this RFP.

FIRM PRICE: Prices quoted by Contractors shall be firm prices, not subject to increase and shall not include Federal or State Tax. All prices shall be for delivery, our destination, F.O.B. freight prepaid Winder, Georgia, unless otherwise shown. Firm prices shall include all associated costs as defined in the Specifications. Invoices covering required services payable by the County will be paid Net 30 days from date of invoice. Reference the enclosed Agreement for Barrow County’s payment process.

LIQUIDATED DAMAGES: PROJECT COMPLETION WILL BE 90 DAYS FROM DATE OF THE NOTICE TO PROCEED. Liquidated damages of One Hundred Fifty Dollars ($150.00) per day will be assessed for each day after completion date until project is completed.

SECURITY: Accompany proposal with a bid security in the amount of five percent (5%) of the proposal. The successful contractor will be required to submit to Barrow County a performance bond and payment bond in the amount equal to one hundred percent (100%) of the total contract amount. 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 Georgia. **Only Barrow County bond forms (included in the Construction Services Agreement) will be accepted!!**

**RIGHT TO SUBMITTED MATERIALS:** All responses, inquiries, or correspondence relating or in reference to this schedule, exhibit, and other documentation by the Contractor shall be properly identified as to Contractor and will become the property of Barrow County when received. Barrow County will not be responsible for any expenses incurred by any Contractor in the development of a response to this Request for Proposal including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to the County or its representatives. Further, the County shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Contractor even if the Board of Commissioners has formally accepted a recommendation.

**CLARITY AND THOROUGHNESS:** Barrow County must determine which Contractor best meets its immediate and long-term objectives. It is each proposing Contractor’s responsibility to ensure that all information in the proposal is thorough and easily readable by County. County, at its sole discretion, may reject any submittal that is unclear in any way. It is requested that Contractors keep their responses concise, to the point and use as little technical jargon as possible.

**INQUIRIES:** Proposing Contractors, or their representatives or agents, shall not contact any members, or employees, of the Barrow County Board of Commissioners or any Barrow County Elected Official or employee of any Barrow County Elected Official regarding this RFP, proposal evaluation, or selection process from the time the RFP is issued until the time a notification of intent to award is announced. Questions relating to this RFP must be submitted in writing to: Cindy Clack, Senior Buyer (email: cclack@barrowga.org). **Deadline for questions is March 22, 2017 at 5:00pm.** All questions submitted by this date will be answered and posted as an addendum on the website www.barrowga.org.

**PRE-PROPOSAL MEETING:** A Mandatory Pre-Proposal Meeting will be held March 16, 2017 at 10:00 am on the Second Floor Commission Meeting Room at the Barrow County Historic Courthouse located at 30 North Broad Street Winder, Ga. 30680. **Failure to attend this mandatory pre-proposal meeting disqualifies you from submitting a bid. NO EXCEPTIONS!!**

**EVENTS:** The following dates and times apply to this RFP:

1. Issue Request for Proposal -------------------------------March 1, 2017
2. Mandatory Pre-Proposal Site Visit-----------------------March 16, 2017 (10:00 AM)
3. Deadline for Questions ----------------------------------March 22, 2017 (5:00 PM)
4. Proposal Due Date ---------------------------------------March 29, 2017 (12:00 Noon)
5. Proposal Opening ----------------------------------------March 29, 2017 (2:00 PM)
6. Selection Recommendation to BOC ------------------------April 11, 2017 (tentative)
7. Award of Agreement if Approved-------------------------April 12, 2017 (tentative)
8. Work to begin-------------------------------------------April 2017 (tentative)

**SEALED PROPOSALS:** Each proposal must be submitted in a sealed envelope, addressed to the County. Each sealed envelope containing a proposal must be plainly marked on the outside with “**RFP2017-11 Historic Barrow County Courthouse Re-Roofing Project**”. If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the County at the address shown below and also plainly marked with “**RFP2017-11 Historic Barrow County Courthouse Re-Roofing Project**”.
Re-Roofing Project”. The County will not be responsible for late mail deliveries and no proposal will be accepted if received after the time stipulated by this RFP. No proposal may be withdrawn or modified in any way after the deadline for RFP opening. FAILURE TO COMPLY WITH THE ABOVE INSTRUCTIONS WILL DISQUALIFY THE PROPOSAL.

PROPOSALS SHALL BE SUBMITTED TO:
Barrow County Board of Commissioners
Clerk’s Office
30 North Broad Street
Winder, GA  30680
770.307.3005

Sealed proposals will be accepted in the Clerk’s Office, no later than **12:00 pm (Noon) Thursday, March 29, 2017**. Proposals will be opened in the Second Floor Commission Meeting Room at the above address at 2:00 p.m. on March 29, 2017. All proposals will be evaluated and the project will be awarded, if it is awarded, within 60 days of the proposal opening.

LIABILITY AND RISK MANAGEMENT:  See attached Agreement for requirements.

INSURANCE REQUIREMENTS:

- All Contractors and subcontractors shall provide certificates of insurance to the County for the minimum amounts of insurance prescribed by the County’s Standard Construction Services Agreement and shall comply with all other insurance requirements contained therein.
- No contract will be awarded until the appropriate certificates of insurance are in the possession of the Purchasing Office.
- Indemnification. See Standard Construction Services Agreement.

PROPOSAL FORMAT:  Contractors should submit an original (un-bound) and five (5) copies of the requested proposal. Please do not bind the original copy. The proposal shall consist of the following in the order shown:

- **Letter of Introduction** -- Provide a letter of introduction.

- **Company Profile** – Describe your business including, but not limited to, its years in business, number of clients using your services, and any distinctiveness of your business. Provide legal status and Federal Tax ID number.

- **References** – Include references of clients; please provide name, address, telephone number, contact name and contact title. Use the attached Reference Document (2 pages).

- **Proposal** – Submit proposal per specifications.

- **Pricing** – Use the attached “Historic Barrow County Courthouse – Re-Roofing Project” Proposal Form in submitting pricing.
• Warranty – Attach warranty statement.

• Bid Bond – Use the attached Bid Bond document.

• Optional Information -- If any not covered above that the Contractor deems relevant.

• Construction Services Agreement – All submitting Contractors are required to execute the Construction Services Agreement (the “Agreement”) included in this package to indicate the willingness to comply with all terms of the Agreement and to submit the executed Agreement with the proposal. Upon award of the Project to the winning Contractor, the County will execute the Agreement. Please be advised that the proposing Contractor’s execution of the Agreement prior to the award of the Project does not constitute the acceptance of an offer by the County or otherwise bind the County in any way until such time as the County executes the Agreement. Exhibits C, E.1, E.2 and H must be executed and submitted with the Construction Services Agreement that is submitted with the Proposal (please leave date and amount of agreement blank). Exhibits B.1 and B.2 will be executed after the Project is awarded.

Proposals are to be limited to thirty (30) pages single-sided (this does not include Non-Collusion, References, Bid Bond or the Executed Agreement).

PROPOSAL EVALUATIONS AND SELECTION PROCESS AND TIMELINE: Proposals will be reviewed and one proposal will be selected that, in the opinion of the County, is most advantageous to meeting its needs. Evaluation will include pricing. Barrow County reserves the right to reject any and all proposals submitted, or where it may serve the best interest of the County, to request additional information or clarification from those submitting proposals. The County, in its sole discretion, also reserves the right to waive any formalities or technicalities relative to any or all proposals. Where two or more companies are deemed equal, the County reserves the right to make the award to one of the companies. At the County’s discretion, presentations may be requested as part of the evaluation process.

ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the CONTRACTOR selected will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, any part thereof, without written consent by Barrow County.

DOCUMENTS: The following are included in this “Request for Proposal”:

• Memo (1 Page)
• Request For Proposal (6 Pages)
• Project Manual / Specifications (123 Pages)
• Proposal Form (1 Page)
• References Form (2 Pages)
• Bid Bond (2 Pages)
• Notice of Award (1 Page)
• Notice to Proceed (1 Page)
• Agreement (55 Pages)
• Barrow County Code of Ethics Ordinance (30 Pages)
LOCAL VENDOR’S PREFERENCE:

Because bids awarded to Local Vendors contribute to the County’s tax base and promote the local economy, the County has determined that, under certain circumstances described in this Section, Local Vendors shall be provided an additional privilege, whenever not otherwise prohibited by State law (including, but not limited to, public works and road construction projects as contemplated by Section 1-7(6) of the County’s Purchasing Policy), when bidding against non-Local Vendors.

For bids in the amount of $25,000.00 or more, if a Local Vendor’s bid shall meet all specifications and does not exceed four percent (4%) more than the lowest responsive and responsible bidder, the lowest bidding Local Vendor shall be offered three (3) business days from the opening of such bids in which to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor. If such Local Vendor shall not agree to match the low bid, then the next lowest Local Vendor, if any, shall be offered within three (3) business days thereafter to notify the Purchasing Office in writing that it agrees to match the low bid submitted by any non-Local Vendor, and so on until all applicable Local Vendors are offered the opportunity to match the low bid.
PROJECT MANUAL

AND

SPECIFICATIONS

FOR THE

THE HISTORIC 1921
BARROW COUNTY COURTHOUSE

Re-roofing Project

RFP-2017-11

Prepared by

CARTER WATKINS ASSOCIATES
ARCHITECTS, INC.

137 East Washington Street  Post Office Box 1004
Monroe, Georgia 30655-1004
BARROW COUNTY BOARD OF COMMISSIONERS
HISTORIC COURTHOUSE – RE-ROOFING PROJECT

BID NOTICE

DIVISION 1
SECTION 01010 SUMMARY OF THE WORK
SECTION 01021 ALLOWANCES
SECTION 01027 APPLICATION FOR PAYMENT
SECTION 01030 ALTERNATES
SECTION 01035 MODIFICATION PROCEDURES
SECTION 01040 PROJECT COORDINATION
SECTION 01045 CUTTING AND PATCHING
SECTION 01095 REFERENCES AND STANDARDS
SECTION 01300 SUBMITTALS
SECTION 01600 MATERIALS AND EQUIPMENT
SECTION 01631 PRODUCT SUBSTITUTIONS
SECTION 01700 PROJECT CLOSEOUT
SECTION 01732 SELECTIVE DEMOLITION

DIVISION 7
SECTION 07411 METAL ROOF PANELS
SECTION 07500 MEMBRANE ROOFING
        FIRESTONE ULTRAPLTY TPO
SECTION 07720 ROOF ACCESSORIES
SECTION 07900 JOINT SEALANTS
REQUEST FOR PROPOSALS

Project: (RFP2017-11) Historic Barrow County Courthouse – Re-Roofing Project
Owner: Barrow County Board of Commissioners

Sealed proposals will be received by the Barrow County Board of Commissioners, Winder, Georgia, for the Re-roofing of the Historic Courthouse.

Proposals will be received in the office of the Barrow County Board of Commissioners, Clerk’s Office, at 30 North Broad Street, Winder, Georgia 30680, until 12:00 noon, Thursday, March 29, 2017.

Any proposals received after said time and date will not be considered by Owner. Proposals will be opened in the Historic Courthouse Commission Meeting Room on the Second Floor at the below address at 2:00 p.m., Thursday, March 29, 2017. All proposals will be evaluated and project will be awarded, if it is awarded, within 60 days of the proposal openings.

Project Manual and Specifications are available from the Barrow County website at www.barrowga.org; all inquiries should be directed to:

Cindy Clack, Senior Buyer
Barrow County Board of Commissioners
30 North Broad Street
Winder, GA 30680
Email: cclack@barrowga.org

Each proposal must be submitted in a sealed envelope addressed to the Owner. The sealed envelopes containing the proposals must be plainly marked with “RFP2017-11 Historic Barrow County Courthouse – Re-Roofing Project.” If a proposal is forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope to the attention of the Owner at the address previously given and also plainly marked as shown above with the applicable RFP number and description.

A Mandatory Pre-Proposal Meeting will be held March 16, 2017 at 10:00am in the Commission Meeting Room on the Second Floor of the Historic Courthouse, located at 30 North Broad Street Winder, GA 30680. Failure to attend this mandatory pre-proposal meeting disqualifies you from submitting a bid. NO EXCEPTIONS!!

Both a Performance and Payment Bond will be required in an amount equal to 100% of the Contract Price. Proof of General Liability Insurance and Workman’s Compensation Insurance will be required with Barrow County Board of Commissioners listed as additional insured. In addition, Builder’s Risk Insurance will be required in the amount of $2 Million Dollars (see complete list of insurance requirements listed in the Construction Agreement, included in the proposal package). All bids must be accompanied by a Bid Bond in the amount of 5% of the Bid Amount.

Owner Reserves the right to waive any informality or to reject any or all proposals, to evaluate proposals, and to accept any proposals which, in its opinion, may be in the best interest of the Owner. No proposal will be rejected without just cause.

Michael R. Renshaw, County Manager
Barrow County Board of Commissioners
BARROW COUNTY BOARD OF COMMISSIONERS
HISTORIC BARROW COUNTY COURTHOUSE – RE-ROOFING PROJECT

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

A. The Project consists of the re-roofing of the historic courthouse with summary as follows:

Removal of all existing roofing and roofing layers on the Historic Courthouse only. Project includes the roofing at the base of the tower as well. Refer to the construction documents for the exact scope of the work.

1.3 CONTRACTORS USE OF PREMISES

A. General: Limit use of the premises only to construction activities in areas agreed upon.

1.  Confine operations to areas within Construction limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.

2.  Keep driveways and entrances serving the premises clean and available to the Owner. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.4 RESPONSIBILITY FOR MAINTAINING WATER-TIGHT ENVELOPE –

A. The contractor shall be solely responsibility for providing whatever means and methods necessary to provide a water-tight building exterior during all roofing activity. Any damage from roof leaks will be the contractor’s responsibility.

1.5 SHOP DRAWINGS SUBMITTALS –
Submit complete shop drawings showing all details, dimensions, adjacent materials, terminations, underlayment, etc. for all roof systems; all flashing; all membrane; and all other related work.
1. No allowances outlined at this time. See forthcoming Addenda (if any).
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor’s Applications for Payment.

1.3 SCHEDULE OF VALUES

A. Coordinate preparation of the Schedule of Values with preparation of the Contractor’s Construction Schedule.

1. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.

B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format of the Schedule of Values.

1. Identification: Include the following Project Identification on the Schedule of Values:

   a. Project name
   b. Name of the Architect
   c. Project number
   d. Contractor’s name and address
   e. Date of submittal

2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:

   a. Generic name
   b. Related Specification Section
c. Name of subcontractor

d. Name of Manufacturer or fabricator

e. Name of supplier

f. Change Orders (numbers) that have affected value

g. Dollar value

h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent

3. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

1.4 APPLICATIONS FOR PAYMENT:

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for payment.

D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.

E. Transmittal: Submit 3 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours.

F. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.
G. Administrative actions and submittals that shall proceed or coincide with this application include:
   1. Occupancy permits and similar approvals
   2. Warranties (guarantees) and maintenance agreements
   3. Test/adjust/balance records
   4. Maintenance instructions
   5. Meter readings
   6. Start-up performance reports
   7. Change-over information related to Owner’s occupancy, use, operation, and maintenance.
   8. Final cleaning
   9. Application for reduction of retainage, and consent of surety
   10. Advice on shifting insurance coverages
   11. List of incomplete Work, recognized as exceptions to Architect’s Certificate of Substantial completion.

H. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
   1. Completion of Project closeout requirements
   2. Completion of items specified for completion after Substantial Completion
   3. Assurance that unsettled claims will be settled
   4. Assurance that Work not complete and accepted will be completed without undue delay
   5. Transmittal of required Project construction records to Owner
   6. Certified property survey.
   7. Proof that taxes, fees, and similar obligations have been paid
   8. Release of liens
   9. Removal of temporary facilities and services
   10. Removal of surplus materials, rubbish, and similar elements
   11. Change of door locks to Owner’s access

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION
1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for Alternates.

B. Definition: an Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in Contract Documents.

C. Coordination: Coordinate related Work and modify or adjust adjacent work as necessary to ensure work affected by each accepted Alternate is complete and fully integrated into the project.

D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.

Alternate Additions / Deletions to the Base Bid (if any, refer to future Addenda):

1. See Summary of Work Section 01010.

2. 

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION
1.1 RELATED DOCUMENTS
A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to this section.

1.2 SUMMARY
A. This section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK
A. Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the Architect on AIA form G710, Architect’s Supplemental Instructions.

1.4 CHANGE ORDER PROPOSAL REQUESTS
A. Owner-Initiated Proposal Requests: Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.
1. Proposal requests issued by the Architect are for information only. Do not consider them instruction either to stop work in progress, or to execute the proposed change.
2. Unless otherwise indicated in the proposal request, within 20 days of receipt of the proposal request, submit to the Architect for the Owner’s review an estimate of cost necessary to execute the proposed change.
   a. Include a list of quantities of products to be purchased and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

B. Contractor-Initiated Change Order Proposals: When latent or other unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a change proposal to
the Architect.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.

2. Include a list of quantities of products to be purchased and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Comply with requirements in Section "Product Substitutions" if the proposed change in the Work requires the substitution of one product or system for a product or system specified.

1.5 ALLOWANCES

A. Allowance Adjustment: Base each Change Order Proposal for an allowance cost adjustment solely on the difference between the actual purchase amount and the allowance, multiplied by the final measurement of work-in-place, with reasonable allowances, where applicable, for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When the Owner and Contractor are not in total agreement on the terms of a Change Order Proposal Request, the Architect may issue a Construction Change Directive on AIA for G714, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.7 CHANGE ORDER PROCEDURES

A. Upon the Owner’s approval of a Change Order Proposal, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract. Contractor markup on Change Order Materials and Labor shall not exceed 10% for all OH&P, Supervision charges and any other miscellaneous charges.

PART 2 - PRODUCTS (Not Applicable)
SECTION 01 035
MODIFICATION PROCEDURES

BARROW COUNTY BOARD OF COMMISSIONERS
HISTORIC BARROW COUNTY COURTHOUSE – RE-ROOFING PROJECT

PART 3 - EXECUTION (Not Applicable)
END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

1. Coordination
2. General installation provisions
3. Cleaning and protection

1.3 COORDINATION

A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

1. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Owner and separate Contractors where coordination of
their work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Manufacturer’s Instructions: Comply with manufacturer’s installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

D. Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.

E. Visual Effects: Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

F. Recheck measurements and dimensions, before starting each installation.

G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.
H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

3.2 CLEANING AND PROTECTION

A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for cutting and patching.
B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.

1. Requirements of this Section apply to mechanical and electrical installations. Refer to Division-15 and Division-16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 SUBMITTALS

A. Cutting and Patching Proposal: Where approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:

1. Describe the extent of cutting and patching required and how it is to be performed; indicate why it cannot be avoided.
2. Describe anticipated results in terms of changes to existing construction; include changes to structural elements and operating components as well as changes in the building’s appearance and other significant visual elements.
3. List products to be used and firms or entities that will perform work.
4. Indicate dates when cutting and patching is to be performed.
5. List utilities that will be disturbed or affected, including those that will be relocated and those
SECTION 01 045
CUTTING AND PATCHING

BARROW COUNTY BOARD OF COMMISSIONERS
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that will be temporarily out-of-service. Indicate how long service will be disrupted.

6. Where cutting and patching involves addition of reinforcement to structural elements, submit details and engineering calculations to show how reinforcement is integrated with the original structure.

7. Approval by the Architect to proceed with cutting and patching does not waive the Architect’s right to later require complete removal and replacement of a part of the work found to be unsatisfactory.

B. Request for Utility Interruption: Where utilities are to be interrupted, submit the “Request for Department - Utility Interruption” form at the end of this section for review and approval by the Owner.

1.4 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:

a. Structural concrete
b. Structural steel
c. Lintels
d. Structural decking
e. Stair systems
f. Miscellaneous structural metals
g. Exterior curtain wall construction
h. Equipment supports
i. Piping, ductwork, vessels and equipment
j. Structural systems of special construction in Division-13

B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in
increased maintenance, or decreased operational life or safety.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:

   a. Primary operational systems and equipment
   b. Air or smoke barriers
   c. Water, moisture, or vapor barriers
   d. Membranes and flashings
   e. Fire protection systems
   f. Noise and vibration control elements and systems
   g. Control systems
   h. Communication systems
   i. Conveying systems
   j. Electrical wiring systems

C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect’s opinion, reduce the building’s aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

1. If possible retain the original installer or fabricator to cut and patch the following categories of exposed Work, or if it is not possible to engage the original installer or fabricator, engage another recognized experienced and specialized firm:

   a. Processed concrete finishes
   b. Stonework and stone masonry
   c. Ornamental metals
   d. Matched-veneer woodwork
   e. Window wall system
   f. Stucco and ornamental plaster
   g. Acoustical ceilings
h. Finished wood flooring
i. Fluid-applied flooring
j. Carpeting
k. Wall covering
l. HVAC enclosures, cabinets or covers

PART 2 - PRODUCTS

2.1 MATERIALS

A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

1. Before proceeding, meet at the site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide
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CUTTING AND PATCHING

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protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Take all precautions necessary to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review proposed procedures with the original installer; comply with the original installer’s recommendations.

1. In general, where cutting is required use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.

3. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or diamond core drill.

4. Comply with requirements of applicable Sections of Division-2 where cutting and patching requires excavating and backfilling.

5. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated, or abandoned. Cut-off pipe or conduit in
walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specific tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Where removal of walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
   a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch, after the patched area has received primer and second coat.
4. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

3.4 CLEANING

A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION
REQUEST FOR DEPARTMENT-UTILITY INTERRUPTION

PROPOSED INTERRUPTION: FROM: (DATE)___________________

(DATE)___________________ TO:

(DATE)___________________

APPROVALS NEEDED:

_________________________________ DATE___________________

_________________________________ DATE___________________

_________________________________ DATE___________________

_________________________________ DATE___________________
PLEASE INDICATE THE TYPE OF UTILITY TO BE AFFECTED:

[ ] WATER [ ] ELECTRIC [ ] PHONE [ ] GASES
[ ] HVAC [ ] SEWER [ ] EXHAUST [ ] VACUUM
[ ] ALARM [ ] OTHER (please list)_______________________________

******************************************************************************
********************
LOCATION OF THE WORK TO BE DONE:
__________________________________________________________________
__________________________________________________________________
__________________________________________________________________
******************************************************************************
********************
PLEASE LIST BELOW, THE DEPARTMENTS AND AREAS AFFECTED BY THE
PROPOSED UTILITY INTERRUPTION:
__________________________________            _____________________________
__________________________________            _____________________________
__________________________________            _____________________________
__________________________________            _____________________________
__________________________________            _____________________________
******************************************************************************
***********
***********

COPIES:
SUB-CONTR:___________________________________________
NOTES:
SECTION 01 095
REFERENCE STANDARDS AND DEFINITIONS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the General Conditions.

B. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.

C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "requested by the Architect," and similar phrases.

D. Approve: The term "approved," where used in conjunction with the Architect’s action on the Contractor's submittals, applications, and requests, is limited to the Architect’s duties and responsibilities as stated in General and Supplementary Conditions.

E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."

G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."

H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
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1. The term “experienced” when used with the term “Installer” means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.

2. Trades: Use of titles such as “carpentry” is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as “carpenter.” It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

3. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or opinion. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

a. This requirement shall not be interpreted to conflict with enforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

J. Project Site is the space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land upon which the Project is to be built.

K. Testing Laboratories: A “testing laboratory” is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.
Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.

Conflicting Requirements: Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.

Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.

Copies of Standards: Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to that entity’s construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

2. Although copies of standards needed for enforcement of requirements may be included as part of required submittals, the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the “Encyclopedia of Associations,” published by Gale Research Co., available in most libraries.
A. The Architect has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents; that information may or may not be of significance to the Contractor. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

1.5 SUBMITTALS

A. Permits, Licenses, and Certificates: For the Owner’s records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence, and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for submittals required for performance of the work, including:

1. Contractor’s construction schedule
   2. Daily construction reports
   3. Shop Drawings
   4. Product Data
   5. Samples

B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:

   1. Permits
   2. Applications for payment
   3. Performance and payment bonds
   4. Insurance certificates
   5. List of Subcontractors

C. The Schedule of Values submittal is included in Section "Applications for Payment."

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
   a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
   a. Allow three weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
   b. If an intermediate submittal is necessary, process the same as the initial submittal.
   c. Allow two weeks for reprocessing each submittal.
   d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4” x 5” on the label or beside the title block on Shop Drawings to record the Contractor’s review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.
   a. Project name
   b. Date
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SECTION 01 300
SUBMITTALS

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Name and address of Architect
d. Name and address of Contractor
e. Name and address of subcontractor
f. Name and address of supplier
g. Name of manufacturer
h. Number and title of appropriate Specification Section
i. Drawing number and detail references, as appropriate

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.

1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor’s certification that information complies with Contract Document requirements.

1.4 CONTRACTOR’S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor’s construction schedule. Submit within 30 days of the date established for “Commencement of the Work”.

1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".

B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

1.5 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.

B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

1. Dimensions
2. Identification of products and materials included
3. Compliance with specified standards
4. Notation of coordination requirements
5. Notation of dimensions established by field measurement.
6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings of sheets at least 8 1/2” x 11” but no larger then 30” x 42”.
7. Initial Submittal: Submit one correctable translucent reproducible print and two blue or black-line print for the Architect’s review; the reproducible print will be returned.
8. Final Submittal: Submit three blue or black-line prints; submit 5 prints where required for maintenance manuals. 2 prints will be retained; the remainder will be returned.
9. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.

1.6 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer’s installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as “Shop Drawings.”
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

   a. Manufacturer’s printed recommendations
   b. Compliance with recognized trade association standards
   c. Compliance with recognized testing agency standards
   d. Application of testing agency labels and seals
   e. Notation of dimensions verified by field measurement
   f. Notation of coordination requirements

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

3. Preliminary Submittal: Submit a preliminary single-copy of Product Data where selection of options is required.

4. Submittals: Submit 3 copies of each required submittal; submit 5 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.

   a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

   a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer’s possession.
   b. Do not permit use of unmarked copies of Product Data in connection with construction.
1.7 SAMPLES

A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect’s Sample. Include the following:

   a. Generic description of the Sample
   b. Sample source
   c. Product name or name of manufacturer
   d. Compliance with recognized standards
   e. Availability and delivery time

2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.

   a. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3) that show approximate limits of the variations.
   b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
   c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.

3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
a. Preliminary submittals will be reviewed and returned with the Architect’s mark indicating selection and other action.

4. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken.

5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.

   a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
   b. Sample sets may be used to obtain final acceptance of the construction associated with each set.

B. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

1.8 ARCHITECT’S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.

   1. Compliance with specified characteristics is the Contractor’s responsibility.

B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

   1. Final Unrestricted Release: Where submittals are marked "No Exceptions Taken" that part of the work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
   2. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted" that part of the Work covered by the submittal may proceed provided it complies with
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notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

3. Returned for Resubmittal: When submittal is marked "Rejected, Resubmit," do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.

a. Do not permit submittals marked "Rejected, Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

B. Temporary utilities required include but are not limited to:

1. Water service and distribution
2. Temporary electric power and light
3. Telephone service

C. Temporary construction and support facilities required include but are not limited to:

1. Temporary heat
2. Field offices and storage sheds
3. Sanitary facilities, including drinking water
4. Temporary enclosures
5. Elevator use
6. Temporary Project identification signs and bulletin boards
7. Waste disposal services
8. Rodent and pest control
9. Construction aids and miscellaneous services and facilities

D. Security and protection facilities required include but are not limited to:

1. Temporary fire protection
2. Barricades, warning signs, lights
3. Environmental protection

1.3 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

1.4 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:

1. Building Code requirements
2. Health and safety regulations
3. Utility company regulations
4. Police, Fire Department and Rescue Squad rules
5. Environmental protection regulations

   1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
   2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.
B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials; if acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.

B. Lumber and Plywood: Comply with requirements in Division-6 Section “Rough Carpentry.”

1. For job-built temporary offices, shops and sheds within the construction area, provide UL labeled, fire treated lumber and plywood for framing, sheathing and siding.

2. For signs and directory boards, provide exterior type, Grade B-B high Density Concrete Form Overlay Plywood conforming to PS-1, of sizes and thickness indicated.

3. For fences and vision barriers, provide exterior type, minimum 3/8” thick plywood.

C. Gypsum Wallboard: Provide gypsum wallboard complying with requirements of ASTM C 36 on interior walls of temporary offices.

D. Paint: Comply with requirements of Division-9 Section “Finish Painting.”

1. For job-built temporary offices, shops, sheds, fences and other exposed lumber and plywood, provide exterior grade acrylic-latex emulsion over exterior primer.

2. For sign panels and applying graphics, provide exterior grade alkyd gloss enamel over exterior primer.

3. For interior walls of temporary offices, provide two coats interior latex flat wall paint.
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2.2 EQUIPMENT

E. Tarpaulins: Provide waterproof, fire-resistant, UL labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures provide translucent nylon reinforced laminated polyethylene or polyvinyl chloride fire retardant tarpaulins.

F. Water: Provide potable water approved by local health authorities.

2.2 EQUIPMENT

A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4” heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.

D. Electrical Power Cords: Provide grounded extension cords; use “hard-service” cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, single lengths will not reach areas where construction activities are in progress.

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
H. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

I. First Aid Supplies: Comply with governing regulations.

J. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

   1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

**PART 3 - EXECUTION**

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Connect to existing service.

B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.

   1. Sterilization: Sterilize temporary water piping prior to use.
C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.

1. Except where overhead service must be used, install electric power service underground.

2. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.

D. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.

1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

E. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Install telephone on a separate line for each temporary office and first aid station. Where an office has more than two occupants, install a telephone for each additional occupant or pair of occupants.

1. At each telephone, post a list of important telephone numbers.

3.3 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES

A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.

1. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
B. Provide incombustible construction for offices, shops and sheds located within the construction area or within 30 feet of building lines. Comply with requirements of NFPA 241.

C. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

D. Heating Facilities: Except where use of the permanent system is authorized, provide vented self-contained LP gas or fuel oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

E. Field offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project site. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:

F. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project’s needs.

1. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.

G. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.

H. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for a healthy and sanitary condition. Dispose of drainage properly. Supply cleaning compounds appropriate for each condition.
1. Provide safety showers, eye-wash fountains and similar facilities for convenience, safety and sanitation of personnel.

I. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

   1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F (7 to 13 deg C).

J. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.

   1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

   2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq feet or less with plywood or similar materials.

   3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

   4. Where temporary wood or plywood enclosure exceeds 100 sq ft in area, use UL-labeled fire-retardant treated material for framing and main sheathing.

K. Temporary Elevator Use: Use of Service Elevator for movement of materials and personnel is permitted.

L. Project Identification and Temporary Signs: Prepare project identification and other signs of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.

   1. Project Identification Signs: Engage an experienced sign painter to apply graphics. Comply with details indicated.
2. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

M. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

N. Rodent and Pest Control: Retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be relatively free of pests and their residues at Substantial Completion. Perform control operations in a lawful manner using environmentally safe materials.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Except for use of permanent fire protection as soon as available, do not change over from use of temporary security and protection facilities to permanent facilities until Substantial Completion, or longer as requested by the Architect.


   1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
   2. Store combustible materials in containers in fire-safe locations.
   3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

C. Permanent Fire Protection: At the earliest feasible date in each area of the Project, complete installation of the permanent fire protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

F. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment which produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.

2. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of the Contractor. The Owner reserves the right to take possession of Project identification signs.

2. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:

   a. Replace air filters and clean inside of ductwork and housings.
   b. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
   c. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor’s selection of products for use in the Project.  
B. The Contractor’s Construction Schedule and the Schedule of Submittals are included under Section “Submittals.”
C. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to products specified.
D. Administrative procedures for handling requests for substitutions made after award of the Contract are included under Section "Product Substitutions."

1.3 DEFINITIONS

A. Definitions used in the Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.

1. "Products” are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term “product” includes the terms "material," "equipment," "system," and terms of similar intent.

   a. "Named Products” are items identified by manufacturer’s product name, including make or model designation, indicated in the manufacturer’s published product literature, that is current as of the date of the Contract Documents.

2. "Materials" are products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

3. "Equipment” is a product with operational parts, whether motorized of manually operated,
that requires service connections such as wiring or piping.

1.4 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.

   1. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect for a determination of the most important product qualities before proceeding. Qualities may include attributes relating to visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources that produce products that possess these qualities, to the fullest extent possible.

B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer’s or producer’s nameplates or trademarks on exposed surfaces of products which will be exposed to view in occupied spaces or on the exterior.

   1. Labels: Locate required product labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface that is not conspicuous.

   2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:

      a. Name of product and manufacturer

      b. Model and serial number

      c. Capacity
1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and handle products in accordance with the manufacturer’s recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
3. Deliver products to the site in the manufacturer’s original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
4. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.
5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer’s instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, unused at the time of installation.

1. Provide products complete with all accessories, trim, finish, safety guards and other
SECTION 01 600
MATERIALS AND EQUIPMENT

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HISTORIC BARROW COUNTY COURTHOUSE – RE-ROOFING PROJECT

devices and details needed for a complete installation and for the intended use and effect.

2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

B. Product Selection Procedures: Product selection is governed by the Contract Documents and governing regulations, not by previous Project experience. Procedures governing product selection include the following:

1. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. Substitutions will be permitted, if approved equal.

2. Semiproprietary Specification Requirements: Where two or more products or manufacturers are named, provide one of the products indicated. Substitutions will be permitted, if approved equal.

3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated. General overall performance of a product is implied where the product is specified for a specific application.

a. Manufacturer’s recommendations may be contained in published product literature, or by the manufacturer’s certification of performance.

5. Compliance with Standards, Codes and Regulations: Where the Specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.

6. Visual Matching: Where Specifications require matching an established Sample, the Architect’s
decision will be final on whether a proposed product matches satisfactorily.

a. Where no product available within the specified category matches satisfactorily and also complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category, or for noncompliance with specified requirements.

7. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer’s standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern and texture from the product line selected.

8. Allowances: Refer to individual Specification Sections and "Allowance" provisions in Division-1 for allowances that control product selection, and for procedures required for processing such selections.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

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

1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

B. The Contractor’s Construction Schedule and the Schedule of Submittals are included under Section "Submittals."

C. Standards: Refer to Section "Definitions and Standards" for applicability of industry standards to produce specified.

D. Procedural requirements governing the Contractor’s selection of products and product options are included under Section "Materials and Equipment."

1.3 DEFINITIONS

A. Definitions used in the Article are not intended to change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for “substitutions.” The following are not considered substitutions:

1. Revisions to Contract Documents requested by the Owner or Architect.
2. Specified options of products and construction methods included in Contract Documents.
3. The Contractor’s determination of and compliance with governing regulations and orders.
1.4 SUBMITTALS

A. Substitution Request Submittal: Requests for substitution will be considered if received within 15 days after commencement of the work. Requests received more than 15 days after commencement of the Work may be considered or rejected at the discretion of the Architect.

1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.

2. The Architect will consider only those requests accompanied by a copy of the Request for Substitution form bound herein, filled out completely, signed, and including the required attachments.

3. Architect’s Action: Within one week of receipt of the request for substitution, the Architect will request additional information or documentation necessary for evaluation of the request. Within 2 weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Contractor’s substitution request will be received and considered by the Architect when one or more of the following conditions are satisfied, as determined by the Architect; otherwise requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
5. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
6. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provide the required warranty.

B. The Contractor’s submittal and Architect’s acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION
PROPOSED REQUEST FOR SUBSTITUTION

TO: ________________________________

                                     ________________________________
                                     ________________________________
                                     ________________________________
FROM: ________________________________  Name of Manufacturer
                                     ________________________________  Street Address
                                     ________________________________  City and State
                                     ________________________________  Phone number and name of person to contact

PROJECT: ________________________________
                                     ________________________________
                                     ________________________________

1. Specification Section and Paragraph numbers of product specified
   ________________________________.

2. Proposed Substitute

   A. Name and Model No:
   ________________________________

   B. Description:
   ________________________________

   C. Attach applicable Submittals as required by the referenced Specification Section, i.e. Product Data, Materials List, Shop Drawings, Samples, Design Data, Test Reports, and Certificates.
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SECTION 01 631
PRODUCT SUBSTITUTIONS

Attach Shop Drawings to the effect of the proposed substitution on adjacent components of the work.

D. Insert Numbers of applicable reference standards:
E. Attach a color chart; if applicable.
F. Attach installation instructions.

3. Manufacturer’s Reputation: Attach the following:
   A. Evidence of reputation for prompt delivery.
   B. Evidence of reputation for efficiency in servicing products.

4. Comparison: Attach an itemized comparison of the proposed substitution with product specified. Significant qualities may include elements such as size, weight, durability, performance, and visual effects.

5. Changes in Work: Attach data relating to changes required in other work to permit use of proposed substitution and changes required in construction schedule and overall contract time. Coordinate changes or modifications needed to other parts of the work and to construction performed by the Owner and separate Contractors that will be necessary to accommodate the proposed substitution.

6. Cost Data: Attach accurate cost data on proposed substitution in comparison with product specified.

7. Previous Installation: Provide the following information on similar projects on which proposed substitution was used, list projects in the locale of the project primarily and then in other areas that best represent its application on this project:

<table>
<thead>
<tr>
<th>Name and Address of Project</th>
<th>Date of Installation</th>
<th>Name, Address and Phone Number of Architect</th>
</tr>
</thead>
</table>

A.
8. In making a request for substitution, the Manufacturer, Installer, and Contractor each represents that:

A. He has examined the Drawings and Specifications and has determined that, to the best of his knowledge, the proposed substitution is appropriate for the use intended in the Drawings and Specifications.

B. He will provide the same or better warranty for substitution as for product or method specified.

C. The product is equal or better in quality and serviceability to the specified item.

9. In making a request for substitution, the Installer and Contractor each represents that:

A. He will coordinate the installation of accepted substitution into the work, making such changes as may be required for the work to be complete in all respects.

B. He waives all claims for additional costs related to substitution which consequently become apparent.

C. Cost data is complete and includes all related costs under his Contract, but excludes costs under separate contracts and the Architect’s redesign costs.

D. The substitution meets the requirements of the Contract Documents, regardless of the evidence submitted or any review or independent investigation by the Owner or the Architect.

____________________________________________________________________
Name of Manufacturer and signature of Manufacturer’s Rep   Date

____________________________________________________________________
Name of Installer and signature of Installer’s Rep         Date

____________________________________________________________________
Name of Contractor and signature of Contractor’s Rep       Date
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:

1. Inspection procedures
2. Project record document submittal
3. Operating and maintenance manual submittal
4. Submittal of warranties
5. Final clearing

B. Closeout requirements for specific construction activities are included in the appropriate Sections in Division-2 through -16.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

   a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.
2. Advise Owner of pending insurance change-over requirements.
3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
5. Submit record drawings, maintenance manuals, and similar final record information.
6. Deliver tools, spare parts, extra stock, and similar items.
7. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner’s personnel of change-over in security provisions.
8. Complete start-up testing of systems, and instruction of the Owner’s operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
9. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspect Procedures: On receipt of a request for inspection the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect will repeat inspection when requested and assured that the work has been substantially completed.
2. Results of the completed inspection will form the basis of requirements for final acceptance.
3. The initial inspection shall be scheduled at least 20 days prior to date of substantial completion.
4. If necessary, the initial inspection will be repeated. Architects and Engineers cost for reinspection will be paid by the Contractor and deducted from the contract sum by change order.

1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
SECTION 01 700
PROJECT CLOSEOUT

BARROW COUNTY BOARD OF COMMISSIONERS
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1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Architect’s final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.

4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion, or when the Owner took possession of and responsibility for corresponding elements of the work.

5. Submit consent of surety to final payment.

6. Submit a final liquidated damages settlement statement.

7. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The Architect will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.

1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

2. If necessary, reinspection will be repeated, and the Architect’s and Engineer’s costs for reinspection will be paid by the Contractor and deducted from the contract sum by change order.

1.5 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistant location; provide access to record documents for the Architect’s reference during normal working hours.
B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the work.
2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
3. Note related Change Order numbers where applicable.
4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.

C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued n printed form during construction. Mark these documents to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

1. Upon completion of the work, submit record Specifications to the Architect for the Owner’s records.

D. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site, and from the manufacturer’s installation instructions and recommendations. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up of record drawings and Specifications.
1. Upon completion of mark-up, submit complete set of record Product Data to the Architect for the Owner’s records.

E. Record Sample Submitted: Immediately prior to the date or dates of Substantial Completion, the Contractor will meet at the site with the Architect and the Owner’s personnel to determine which of the submitted Samples that have been maintained during progress of the Work are to be transmitted to the Owner for record purposes. Comply with delivery to the Owner’s Sample storage area.

F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner’s records.

G. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information.

1. Emergency instructions
2. Spare parts lists
3. Copies of warranties
4. Wiring diagrams
5. Recommended “turn around” cycles
6. Inspection procedures
7. Shop Drawings and Product Data
8. Fixture lamping schedule

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION
3.1 CLOSEOUT PROCEDURES

A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner’s personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer’s representatives. Include a detailed review of the following items:

1. Maintenance manuals
2. Record documents
3. Spare parts and materials
4. Tools
5. Lubricants
6. Fuels
7. Identification systems
8. Control sequences
9. Hazards
10. Cleaning
11. Warranties and bonds
12. Maintenance agreements and similar continuing commitments

B. As part of instruction for operating equipment, demonstrate the following procedures:

1. Start-up
2. Shutdown
3. Emergency operations
4. Noise and vibration adjustments
5. Safety procedures
6. Economy and efficiency adjustments
7. Effective energy utilization

3.2 FINAL CLEANING
A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer’s instructions.

   a. Remove labels that are not permanent labels
   b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
   c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
   d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
   e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.

C. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.

D. Removal of Protection: Remove temporary protection and facilities installed for protection of the work during construction.

E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner’s property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.

1. Where extra materials of value remaining after completion of associated work have become the Owner’s property, arrange for disposition of these materials as directed.
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SELECTIVE DEMOLITION

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section requires the selective removal and subsequent offsite disposal of the following:

1. Portions of existing building indicated on drawings and as required to accommodate new construction.
2. Removal of interior partitions as indicated on drawings.
3. Removal of doors and frames indicated "remove."
4. Removal of built-in casework indicated "remove."
5. Removal of brick infill in windows.
6. Removal and protection of existing fixtures, materials, and equipment items indicated "salvage."
7. Removal of existing floor finishes. All layers.
9. Removal of all mechanical, electrical and plumbing systems and all related components, accessories, etc.

B. Removal work specified elsewhere:

1. Cutting floors, ceilings, and masonry walls for piping, ducts, and conduits is included with the work of the removal of materials for reuse and incorporation into remodeling or new construction.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
B. Schedule indicating proposed sequence of operations for selective demolition work to Owner’s Representative for review prior to start of work. Include coordination for shutoff, capping, and continuation of utility services as required, together with details for dust and noise control protection.

1. Provide detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner’s on-site operations.
2. Coordinate with Owner’s continuing occupation of portions of existing building and with Owner’s partial occupancy of completed new addition.

C. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner’s Representative prior to start of work.

1.4 JOB CONDITIONS

A. Occupancy: Owner will not occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in a manner that will minimize need for disruption of Owner’s normal operations in adjacent buildings.

B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.

1. Conditions existing at time of inspection for bidding purposes will be maintained by Owner insofar as practicable. However, minor variations within structure may occur by Owner’s removal and salvage operations prior to start of selective demolition work.

C. Partial Demolition and Removal: Items indicated to be removed but of salvageable value to Contractor may be removed from structure as work progresses. Transport salvaged items from site as they are removed.

1. Storage or sale of removed items on site will not be permitted.
D. Protections: Provide temporary barricades and other forms of protection to protect Owner’s personnel and general public from injury due to selective demolition work.

1. Provide protective measures as required to provide free and safe passage of Owner’s personnel and general public to occupied portions of building.
2. Erect temporary covered passageways as required by authorities having jurisdiction.
3. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to be demolished and adjacent facilities or work to remain.
4. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
5. Protect floors with suitable coverings when necessary.
6. Construct temporary insulated dustproof partitions where required to separate areas where noisy or extensive dirt or dust operations are performed. Equip partitions with dustproof doors and security locks.
7. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
8. Remove protections at completion of work.

E. Damages: Promptly repair damages caused to adjacent facilities by demolition work.

F. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

G. Flame Cutting: Do not use cutting torches for removal until work area is cleared of flammable materials. At concealed spaces, such as interior of ducts and pipe spaces, verify condition of hidden space before starting flame-cutting operations. Maintain portable fire suppression devices during flame-cutting operations.
H. Utility Services: Maintain existing utilities indicated to remain in service and protect them against
damage during demolition operations.

1. Do not interrupt utilities serving occupied or used facilities, except when authorized in writing
   by authorities having jurisdiction. Provide temporary services during interruptions to existing
   utilities, as acceptable to governing authorities.

2. Maintain fire protection services during selective demolition operations.

I. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust
   and dirt migration. Comply with governing regulations pertaining to environmental protection.

1. Do not use water when it may create hazardous or objectionable conditions such as ice,
   flooding, and pollution.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 PREPARATION

A. General: Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or
collapse of areas to be demolished and adjacent facilities to remain.

1. Cease operations and notify Owner’s Representative immediately if safety of structure appears
   to be endangered. Take precautions to support structure until determination is made for
   continuing operations.

2. Cover and protect furniture, equipment, and fixtures from soilage or damage when demolition
   work is performed in areas where such items have not been removed.

3. Erect and maintain dust-proof partitions and closures as required to prevent spread of dust
   or fumes to occupied portions of the building.

   a. Where selective demolition occurs immediately adjacent to occupied portions of the
      building, construct dust-proof partitions of minimum 3-5/8” studs, 5/8-inch drywall
      (joints taped) on occupied side, 1/2-inch fire-retardant plywood on demolition side.
Fill partition cavity with sound-deadening insulation.

b. Provide weatherproof closures for exterior openings resulting from demolition work.

4. Locate, identify, stub off, and disconnect utility services that are not indicated to remain.

a. Provide bypass connections as necessary to maintain continuity of service to occupied areas of building. Provide minimum of 72 hours advance notice to Owner if shutdown of service is necessary during changeover.

3.2 DEMOLITION

A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.

1. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power-driven impact tools.

2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors, or framing.

3. Provide services for effective air and water pollution controls as required by local authorities having jurisdiction.

4. Demolish foundation walls to a depth of not less than 12 inches below existing ground surface. Demolish and remove below-grade wood or metal construction. Break up below-grade concrete slabs.

5. For interior slabs on grade, use removal methods that will not crack or structurally disturb adjacent slabs or partitions. Use power saw where possible.

6. Completely fill below-grade areas and voids resulting from demolition work. Provide fill consisting of approved earth, gravel, or sand, free of trash and debris, stones over 6 inches in diameter, roots, or other organic matter.

B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to
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Owner’s Representative in written, accurate detail. Pending receipt of directive from Owner’s Representative, rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

3.3 SALVAGED MATERIALS

A. Salvaged Items: Where indicated on Drawings as "Salvage - Deliver to Owner," carefully remove indicated items, clean, store, and turn over to Owner and obtain receipt.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.

1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

2. Burning of removed materials is not permitted on project site.


3.5 CLEANUP AND REPAIR

A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave interior areas broom clean.

1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION
SECTION 074113.16 - STANDING-SEAM METAL ROOF PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes standing-seam metal roof panels.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at the Project site.

1. Meet with Owner, Architect, Owner's insurer if applicable, metal panel Installer, metal panel manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of roof accessories and roof-mounted equipment.

2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.

4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.

5. Review structural loading limitations of existing deck during and after roofing.

6. Review flashings, special details, drainage, penetrations, equipment curbs, and condition of other construction that affect metal panels.

7. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.

8. Review temporary protection requirements for metal panel systems during and after installation.


10. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
B. Sustainable Design Submittals:

1. Product Test Reports: For roof materials, documentation indicating that roof materials comply with Solar Reflectance Index requirements.
2. Product Data: For recycled content, indicating postconsumer and preconsumer recycled content and cost.

C. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 3 inches per 12 inches (1:5).

D. Calculations:

1. Include calculations with registered engineer seal, verifying roof panel and attachment method resist wind pressures imposed on it pursuant to applicable building codes.

E. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

F. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.

1. Metal Panels: 12 inches (305 mm) long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Manufacturer and Installer.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in architectural sheet metal products.
B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.

1. Build mockup of typical roof area and transitions at other roofing as shown on Drawings; approximately 48 inches (1200 mm) square by full thickness, including attachments underlayment, and accessories.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Retain strippable protective covering on metal panels until installation. Remove as panels are being installed. Verify film is not left on installed panels.

1.9 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.10 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.
1.11 WARRANTY

A. Special Galvalume Substrate Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:
   a. Structural failures including rupturing, or perforating.
   b. Deterioration of metals and other materials beyond normal weathering.

2. Warranty Period: 20 years and 6 months from date of Substantial Completion.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
   a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
   b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
   c. Cracking, chipping, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

C. Special Watertightness Warranty: Manufacturer's [standard form] [no dollar limit form] in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain watertight, including leaks, within specified warranty period.

1. Warranty Period: [Two] [Five] [10] [15] [20] years from date of Substantial Completion.
2. Shop drawings must be provided to, reviewed, and approved by panel manufacturer prior to panel system installation.
3. Inspections by panel system manufacturer technical representative are required. Perform first inspection when underlayment and flashing are in place and second inspection when the roof is complete.

D. Special Installer Warranty: Furnish a written warranty signed by the Panel Applicator guaranteeing materials and workmanship for watertightness of the roofing system, flashings, penetrations, and against all leaks.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 29 percent.
B. Solar Reflectance Index (SRI): Three-year-aged SRI not less than $[64] < [32]$ or initial SRI not less than $[82] < [39]$ when calculated according to ASTM E 1980, based on testing identical products by a qualified testing agency.

C. Energy Performance: Provide roof panels that are listed on the EPA/DOE's ENERGY STAR "Roof Product List" for [low] [steep]-slope roof products.

D. Energy Performance: Provide roof panels according to one of the following when tested according to CRRC-1:

1. Three-year, aged solar reflectance of not less than $[0.55] < \text{Insert value}$ and emissivity of not less than $[0.75] < \text{Insert value}$.
2. Three-year, aged Solar Reflectance Index of not less than $[64] < \text{Insert value}$ when calculated according to ASTM E 1980.

E. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to [ASTM E 1592] [UL 580]:

1. Wind Loads: As indicated on Drawings.
2. Other Design Loads: [As indicated on Drawings] <Insert loads>.
3. Deflection Limits: For wind loads, no greater than $[1/180] < \text{Insert deflection}$ of the span.
4. <Insert serviceability requirements>.

F. Air Infiltration: Air leakage of not more than $0.06 \text{ cfm/sq. ft. (0.3 L/s per sq. m)}$ when tested according to ASTM E 1680 and ASTM E 283 at the following test-pressure difference:

1. Test-Pressure Difference: $6.24 \text{ lbf/sq. ft. (300 Pa)}$.

G. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 and ASTM E 331 at the following test-pressure difference:

1. Test-Pressure Difference: $15 \text{ lbf/sq. ft. (718.2 Pa)}$.

H. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

1. Uplift Rating: UL 90.

I. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): $180 \text{ deg F (100 deg C)}$,
2.2 STANDING-SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Steel Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1514.
2. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.

B. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels <Insert drawing designation>: Formed with vertical ribs at panel edges and [panel striations] [a flat pan] between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Berridge Manufacturing Company; Cee-lock or comparable product by one of the following:

   a. AEP Span; A BlueScope Steel Company.
   b. ATAS International, Inc.
   c. CENTRIA Architectural Systems.
   d. Fabral.
   e. Garland Company, Inc. (The).
   f. IMETCO.
   g. MBCI; a division of NCI Group, Inc.
   h. McElroy Metal, Inc.
   i. Merchant & Evans Inc.
   j. Metal Sales Manufacturing Corporation.
   k. VICWEST.

2. Metallic-Coated Steel Sheet: Aluminum-zinc alloy-coated steel sheet complying with ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A 755/A 755M.

   a. Nominal Thickness: [0.029 inch (0.74 mm)].
   b. Exterior Finish: [Two-coat fluoropolymer]
   c. Painted materials shall have a removable plastic film to protect the paint during roll forming, shipping and handling.
   d. Color: [As selected by Architect from manufacturer's full range]

3. Aluminum Sheet: Coil-coated sheet, ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.

   a. Thickness: 0.032 inch (0.81 mm).
   b. Surface: Smooth, flat finish.
c. Exterior Finish: [Two-coat fluoropolymer] [Mica fluoropolymer] [Metallic fluoropolymer].
d. Painted materials shall have a removable plastic film to protect the paint during roll forming, shipping and handling.
e. Color: [As indicated by manufacturer's designations] [Match Architect's samples] [As selected by Architect from manufacturer's full range] <Insert color>.

4. Clips: [Cee-Clip with Vinyl Weatherseal Insert] to accommodate thermal movement.
   a. Material: [0.029 inch (0.74 mm)] nominal thickness, aluminum-zinc alloy-coated steel sheet.
   b. Material: 0.025-inch (0.64-mm) thick, stainless-steel sheet.

5. Panel Coverage [11.5 inches (292 mm)].
6. Panel Height: 1.5 inches (38 mm).

2.3 UNDERLAYMENT MATERIALS
A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 40 mils (1.02 mm) thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.
   2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
   3. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Mid-States Asphalt Quick Stick HT Pro
      b. Polyglass Polystick MTS
      c. Soprema Lastobond Shield HT
      d. Tamko TW Underlayment or TW Metal & Tile Underlayment
      e. <Insert manufacturer’s name>.

B. Felt Underlayment: ASTM D 226/D 22M, Type II (No. 30), asphalt-saturated organic felts.

2.4 MISCELLANEOUS MATERIALS
A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 (Z275 hot-dip galvanized) coating designation or ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets,
fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

D. Roof Curbs: Fabricated from same material as roof panels, [0.024 inch (0.61 mm)] [0.029 inch (0.74mm)] nominal thickness; galvalume or stainless steel; supply an integral full-length cricket for curbs wider than 24 inches (610 mm) supported by a structural metal deck. Fabricate curb flashing from [0.024 inch (0.61 mm)] [0.029 inch (0.74mm)]. On open framing, provide roof underlayment and decking at and about roof curb per roofing manufacturer’s requirements. Maintain a minimum of 1/2 of roofing panel width on each side of roof curb, and start panels a minimum of 9 inches (229 mm) up slope of roof curb, flashing roofing panels to roof curb per roofing manufacturer’s requirements. Fabricate curb and subframing to withstand indicated loads of size and height of roof top equipment. Where required insulate roof curbs with rigid insulation.

E. Panel Fasteners: Zinc-coated steel, corrosion resisting steel, zinc cast head, or nylon capped steel, type and size as approved for the applicable loading requirements.

F. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
   1. Joint Sealant: Silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.

2.5 FABRICATION

A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using factory set, non-adjustable, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer’s written instructions and to comply with details shown.

C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
3. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
   a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

2.6 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Steel Panels and Accessories:
   1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat applied by panel manufacturer on a continuous coil coating line, with a top side dry film thickness of $0.75 \pm 0.05$ mil ($0.0013$ mm) over $0.2 \pm 0.05$ mil ($0.0013$ mm) primer coat, to provide a total dry film thickness of $0.95 \pm 0.10$ mil ($0.024$ mm). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

D. Aluminum Panels and Accessories:
   1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat applied by panel manufacturer on a continuous coil coating line, with a top side dry film thickness of $0.75 \pm 0.05$ mil ($0.0013$ mm) over $0.2 \pm 0.05$ mil ($0.0013$ mm) primer coat, to provide a total dry film thickness of $0.95 \pm 0.10$ mil ($0.024$ mm). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.

1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.
   a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated [below], wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches (152 mm) staggered 24 inches (610 mm) between courses. Overlap side edges not less than 36 inches (914.4 mm).[Extend underlayment into gutter trough.] Roll laps with roller. Cover underlayment within 14 days or as directed by the underlayment product manufacturer.
   1. Apply over the entire roof surface.

B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."
3.4 METAL PANEL INSTALLATION

A. General: Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

1. Shim or otherwise plumb substrates receiving metal panels to be level to 1/4 inch in 20 ft. (6 mm in 6.1 m).
2. Flash and seal metal panels at perimeter of all openings. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
3. Locate and space fastenings in uniform vertical and horizontal alignment.
4. Install flashing and trim as metal panel work proceeds.
5. Panels should be continuous without end laps.
6. Align bottoms of metal panels and fasten.
7. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.

B. Fasteners:

1. Steel Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
2. Aluminum Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use stainless-steel fasteners for surfaces exposed to the interior.

C. Anchor Clips: Anchor metal roof panels and other components of the Work securely in place, using manufacturer's approved fasteners according to manufacturers’ written instructions.

D. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.

E. Standing-Seam Metal Roof Panel Installation: Fasten metal roof panels to supports with concealed clips at each standing-seam joint at location, spacing, and with fasteners recommended in writing by manufacturer.

1. Install clips to supports with self-tapping fasteners.
2. Install pressure plates, if required, at locations indicated in manufacturer's written installation instructions.
3. Snap Joint: Nest standing seams and fasten together by interlocking and completely engaging factory-applied vinyl weatherseal.

F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.

1. Install components required for a complete metal panel system including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, and similar items. Provide types indicated by metal roof panel manufacturers; or, if not indicated, types recommended by metal roof panel manufacturer.
G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

1. Install exposed flashing and trim that is without buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and achieve waterproof and weather-resistant performance.
2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim.

H. Gutters: Join sections with riveted and soldered or lapped and sealed joints. Attach gutters to eave with gutter hangers spaced not more than 36 inches (914 mm) o.c. using manufacturer's standard fasteners. Provide end closures and seal watertight with sealant. Provide for thermal expansion.

I. Downspouts: Join sections with telescoping joints. Provide fasteners designed to hold downspouts securely 1 inch (25 mm) away from walls; locate fasteners at top and bottom and at approximately 60 inches (1524 mm) o.c. in between.

1. Provide elbows at base of downspouts to direct water away from building.
2. Connect downspouts to underground drainage system indicated.

J. Roof Curbs: Install flashing around bases where they meet metal roof panels.

K. Pipe Flashing: Form flashing around pipe penetration and metal roof panels. Fasten and seal to metal roof panels as recommended by manufacturer.

3.5 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.6 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect metal roof panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.

C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

D. Prepare test and inspection reports.
3.7 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074113.16
PART 1 - GENERAL

1.01 Description
A. Scope
1. Furnish and install and Firestone Roofing Systems Mechanically Attached Roof Membrane with flashings and all other incidental and accessory items to comprise a roofing system, or equal - 10 day prior approval.
2. All work shall be in strict accordance with standard detail drawings and specifications issued by Firestone Roofing Systems, or equal.

B. Related Work
The work includes, but is not necessarily limited to the installation of:
1. Vapor retarders
2. Insulation
3. Slipsheet
4. Fasteners
5. Roof membrane
6. Membrane flashings
7. Metal flashings
8. Adhesives
9. Sealants

1.02 Submittals
A. The roofing contractor shall submit all required items at the time of bidding in one comprehensive package. The package includes:
1. Copies of specifications
2. Samples of all materials to be used that are part of the roofing system.
3. Roofing Systems’ printed product data.
4. Specimen copies of Roofing Systems’ warranty.
5. Dimensioned shop drawings of roof.
6. Certificates of Compliance from insulation and roofing component manufacturers that all materials to be supplied comply with all pertinent industry standards.

1.03 Quality Assurance
A. The roofing contractor must be authorized by the Roofing Systems manufacturer to install Mechanically Attached Roofing Systems.
B. The roofing contractor must furnish written evidence when submitting a bid that he is authorized by approved Roofing Systems manufacturer to install Roofing Systems.
C. The roofing contractor must have been trained by a technical representative of Roofing Systems and be familiar with the product.

D. The roofing contractor shall submit the completed Specification Registration to the Roofing Systems’ Technical Department for acceptance before ordering material.

E. No deviations shall be made from this specification or Roofing Systems’ standards details without prior written authorization from the Roofing Systems’ Technical Department.

F. Upon completion of the installation, and after delivery to Firestone Roofing Systems of the Roofer’s Certification Statement (RCS) that all work has been completed in strict accordance with the contract specifications and Firestone Roofing Systems’ requirements, a warranty elevation shall be made by a representative of Firestone Roofing Systems to inspect the roofing system.

1.04 Delivery, Storage, and Handling

A. Deliver all materials to the job site in their original, tightly-sealed containers or unopened packages for products packaged in this manner.

B. All material shall be clearly labeled with the manufacturer’s name and product identification.

C. All materials must be protected from damage during transit, handling, storage, and installation. Place all materials on pallets and fully protect from moisture.

D. All materials shall be stored in a dry area and protected from the elements. Membrane rolls shall be stored flat on pallets.

E. Adhesive shall be stored at temperatures between 40 degrees F. and 80 degrees F.

F. All flammable materials shall be stored in a cool, dry area away from sparks and open flames. Follow precautions outlined by material manufacturer / supplier.

G. All materials determined to have been damaged shall be replaced with new materials.

1.05 Job Conditions

A. This specification is acceptable for use with structures designed to support lightweight roof assemblies. However, the adequacy of the structural support must be verified by the contractor, or the contractor’s technical representative and is his sole responsibility to determine. Potential live loads, such as snow or ponding water, should be considered.

B. Firestone Roofing Systems’ materials may be installed under certain adverse weather conditions such as extremes of high and low temperatures, or high humidity conditions, but only after consulting the HPG Roofing Systems’ Technical Department since special precautions may have to be applied. Installation costs, production rates, and material performance may be affected by
the foregoing conditions.

C. Only as much new roofing as can be made weathertight each day shall be installed each day. This includes all flashing work.

D. Any substrate to receive new insulation, membrane, or flashing shall be thoroughly dry. Should surface moisture occur, the contractor shall provide adequate equipment to dry the substrate.

E. Prior to and during application, the contractor shall ensure that all dirt, debris, and dust shall be removed from surfaces to be roofed for both new and reroofing substrates.

F. On all reroof jobs and for all lightweight deck systems, pullout tests shall be performed by the owner’s representative or roofing contractor to verify the condition of the deck or substrate and to confirm system design pullout values. A minimum of 10 pullout tests for areas up to 500 squares, thereafter 2 tests per 100 squares is considered sufficient. Test should be taken approximately 60% in perimeters and 40% from field areas. A written report of pullout test results shall be submitted to the Firestone Roofing Systems’ Technical Department for review.

G. Precautions shall be taken to prevent wind blow-off or wind damage during the course of the roofing application. This may necessitate additional securement of temporary construction.

H. The contractor shall verify and ensure that all roof drain lines are unblocked before starting work. If any drain blockages are found, they shall be reported to the owner or his representative and Firestone Roofing Systems in writing.

I. Temporary waterstops shall be installed at the end of each days work or if inclement weather conditions dictate. These temporary waterstops shall be removed at the start of the next day’s work and disposed of properly.

J. Do not install the SR Roofing Membrane in direct contact with any product containing asphalt, coal- tar pitch, creosote, or penta-based materials. Consult Firestone Roofing Systems for special installation requirements and see Section 3.07 for Slipsheet Requirements.

K. Do not allow waste products containing petroleum, grease, acid, solvents, vegetable, or mineral oil, animal oil, animal fat, etc. or direct steam venting to come into direct contact with the Firestone Roofing Membrane. Contact Firestone Roofing Systems for recommendations is such conditions exist.

L. The contractor shall follow all safety regulations as recommended by OSHA.

M. All work shall be scheduled and executed without exposing interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks. Arrange work sequences to avoid use of newly constructed roofing for storage, walking surfaces, and equipment movement. Contractor shall provide all necessary protection and barriers to segregate the work areas and prevent damage to adjacent areas. If excessive foot
traffic over newly installed membrane is necessary, contractor shall provide plywood or polyester felt protection to prevent damage.

N. All existing roofing materials to be removed for construction shall be immediately removed from the construction site to a dumping area authorized to receive such debris.

O. Any unusual or concealed conditions discovered during the course of the work is to be reported to the owner or his representative immediately in writing and work shall be halted until the owner or his representative has responded with a solution to the problem.

P. When a system is specified to meet an Underwriters Laboratories, Inc. rating, all materials used in this system must be UL labeled and approved for use in that particular system.

Q. All local building codes and requirements must be followed where applicable. It is sole responsibility of the roofing contractor to determine any and all local building code requirements and to insure that the roofing system selected complies with such requirements.

R. If a roofing contractor desires to solvent-weld certain details, it is his sole responsibility to ascertain local VOC requirements in force and verify that it is acceptable to use solvent for making seams at these detail areas.

1.06 Warranties

A. Firestone 30-year no hassle warranty on roofing material. General Contractor and roofing Sub-contractor shall also provide a 10-year no-cost warranty on any and all leak repairs relating to any issue that arises on the roof. This includes any leaks at HVAC units, plumbing penetrations etc.

1. Provide 30-year no hassle warranty - This warranty provides for cost of labor and materials for loss of water-tightness caused by incidental punctures; puncture/hail – covers up to 2” hail puncture/hail/wind – covers wind up to 100 mph.

PART 2 - PRODUCT

2.01 General

A. FIRESTONE Ultraply TPO Roofing system

B. Components to be used that are other than those manufactured by Firestone Roofing Systems may be accepted based on chemical compatibility and published performance data. The specifications, installation instructions, limitations and /or restrictions of the respective manufacturers must be reviewed by the designer for acceptability for use with Firestone Roofing
Systems’ products. All of these components may be considered on a case-by-case basis and must be accepted in writing by the Firestone Roofing Systems’ Technical Department.

2.03 Related Materials - Supplied By Firestone. Provide all required/related accessories for complete roof installation.

A. Solvent - Firestone Solvent Welding Solution shall be furnished in one gallon cans with the HPG Roofing Systems’ label attached.

B. Seam or Lap Sealant - Firestone Sealant shall be a liquid PVC sealing compound, shall have a consistency equal to that of “honey” at room temperature and be furnished in one gallon cans with the Firestone Roofing Systems’ label attached.

C. Caulk - Firestone Caulk is a single component, non-sag elastomeric polyurethane sealant.

D. Adhesive - Firestone Membrane Adhesive shall be used for bonding the SR flashing membrane to vertical substrates of wood, metal, and concrete.

E. Aluminum Foil Tape - Firestone Roofing Systems’ supplied Aluminum Foil Tape shall be a 3 mil tape with acrylic adhesive used over Firestone metal joints prior to Firestone Roofing Systems’ DM-80 strips being welded over the joints.

F. Slipsheets - Firestone Roofing Systems offers a variety of slipsheets dependent upon the particulars of an application. Some of these are the following:
   1. Seekure Paper - a laminated kraft paper with the fiberglass scrim reinforcement.
   3. DN Flameguard Slipsheet - a laminated aluminum foil / kraft paper with a flame-extinguishing adhesive and a fiberglass scrim reinforcement for use in some UL and FM assemblies.
   4. Microfoam - a multi-ply polypropylene foam used to cushion over rough, uneven surfaces.

G. Firestone Membrane Cleaner - HPG Membrane Cleaner is a clear liquid available in 1 gallon cans used for cleaning asphalt and dirt from membrane surface.

H. Flashing Membrane - May be SR-50, SR-60, or SR-80 depending on the thickness of the field sheet.

I. Flashing Metal - Firestone Metal shall be 24 gauge galvanized steel laminated to 40 mils of S membrane in white, grey, and black colors used for flashings in certain constructions.

J. Termination Bar - The Firestone Termination shall be extruded aluminum bar 3/32” thick used to terminate adhered, reinforced membrane base flashings in certain constructions.
K. Membrane Fasteners and Discs -
   1. Firestone non-penetrating fasteners

L. Walkway - Walkway shall be WBP walkway consisting of PVC membrane 0.100 inch thick for traffic areas.

M. Prefabricated Details - Firestone inside/outside corners, Firestone PVC vent pipe boots in sizes to fit pipes from 3/4” - 11”, Firestone PVC pitch-pockets.

N. Pitch-Pocket Filler - Firestone Pourable Sealer shall be polyurethane sealant for use in pitch pockets.

O. Firestone Joint Cover Strips - for use in waterproofing joints of Firestone metal.

P. Firestone Seven Inch Disc Caps - are prefabricated round pieces of membrane for use in the Firestone disc-cap method of installation to cover the steel discs and fasteners used to secure the membrane to the roof through the top of the sheet.

2.04 Related Material By Others

A. Wood Nailers
   1. Nailers shall be # 2 or better lumber. Numbers shall be pressure treated for rot resistance (wolmonized or osmose treated). Creosote and asphaltic preservatives are not acceptable.
   2. Wood Nailers shall conform to Factory Mutuals Loss Prevention Data Sheet 1-49 recommendations.

B. Insulation
   1. Insulation shall be installed as a separation layer over the existing substrate and/or to obtain the desired thermal value.
   2. Insulation shall be compatible with SR membranes or have an acceptable slipsheet placed between the insulation and the membrane.
   3. The following roofing insulation boards are acceptable for use in an HPG Mechanically Attached Roofing System when a materials and labor warranty is to be issued:
      a. Polysisocyanurate insulations having nonasphalthic or foil facers meeting or exceeding the requirements for Fed. Spec. HH-I-1972 with minimum compressive resistance of 18 p.s.i.
   4. The Firestone Roofing Systems’ Ten and Fifteen Year Full System Warranties require specific insulation products be used. Consult HPG Roofing Systems’ Technical Department for specific requirements. (Warranty to be 30 year per 1.06 follow manufacturer’s recommendations for installation)
5. Insulation(s) thickness shall be a minimum of 1.0 inches (or per manufacturer’s min. recommendation).

6. Insulation manufacturer’s warranty.
   a. Insulation manufacturer’s shall send its recommendations for the use of its product to the owner with a copy to Firestone Roofing Systems and their specific warranty conditions for the duration of the Firestone Roofing Systems’ Warranty. In addition, fastener recommendations and attachment rate shall be sent to Firestone Roofing Systems prior to job start.

2.05 Precautions
   A. Do not use Firestone Roofing Systems’ products near fire or flame.
   B. Avoid breathing vapors of solvent, sealant, and adhesives. Use with adequate ventilation. Avoid prolong contact of solvents, sealants, and adhesives with skin.
   C. Do not use open flames to expedite drying of surfaces, sealants, or adhesives.
   D. Consult Material Safety Data Sheets and container labels for specific safety.
   E. Do not paint Firestone Metal or membrane with oil-based paint. Consult Firestone Roofing Systems for recommendations.

PART 3 - EXECUTION

3.01 General
   A. When installing Firestone Roofing Systems’ Mechanically Attached Roofing Membrane in cooler weather, it is recommended that liquids such as solvents, sealants, etc. be stored at warmer temperatures (40 degrees F. or more) until just prior to use in order to facilitate the installation.

3.02 Substrate Conditions
   The following general conditions apply to the substrate that will receive an Firestone Roofing Systems’ Mechanically Attached Roofing System for both reroof and new construction:
   A. The roof deck must be structurally sound to provide proper securement for mechanical fasteners. Areas showing a loss of integrity because of corrosion, rotting, warping, concrete spalling, etc., must be repaired or replaced prior to installing the roofing system.
   B. Contact Firestone Roofing Systems’ Mechanically Attached Roofing System over the following deck substrates in new construction, provided that an acceptable insulation and / or the appropriate slip sheet is installed over the substrate as needed.
      1. Lightweight Insulating Concrete Fill and Metal Formwork (minimum 28 gauge metal formwork) - the roof deck shall be cured and dry to the deck manufacturer’s and / or industry standards and shall be smooth and free of ridges and depressions. All
necessary venting as recommended by the roof deck manufacturer shall be accomplished.

3.03 Preparation or Existing Substrate

A. General

1. Examine substrates to which the roofing materials are to be applied to ensure that their condition is satisfactory for the Firestone Roofing Systems application. Do not permit voids greater than 1/4” width in the substrate. Substrates for roofing material shall be dry and free of oil, dirt, grease, sharp edges, and debris. Inspect substrates and correct defects before application of roofing membrane.

2. Sweep and remove loose gravel.

3. Large blisters shall be cut and patched to provide reasonably level substrate surface.

4. Gravel over existing nailers must be totally removed prior to installing new nailers and flashings. Verify that the existing nailers are securely anchored to the roof decks.

5. When an additional thickness of insulation is being added, new nailers must be added to match the height of the new insulation. Nailers must be securely anchored to the roof deck per Section 3.05.

6. All roof surface shall be free of ponded water, ice, or snow.

7. Specifier and/or roofing contractor shall determine the condition of the existing roof deck and roofing. Areas with deteriorated decking or wet insulation or other materials shall have those affected material removed and replaced.

8. When removing an existing roof during reroofing, remove only that amount of roofing and flashing that can be made watertight with new Firestone Roofing Systems’ materials in a one-day period or previous to the onset of inclement weather.

3.05 Wood Nailers

A. Install nailers at the perimeter of the roof and around all roof penetrations and projections (unless otherwise shown on Firestone Roofing Systems’ standard details).

B. Nailers shall be firmly anchored to the decks at a maximum of 2”-0” o.c. and shall resist a pullout force of 200 lbs./lineal foot in any direction. A ½” vent space shall be provided between adjacent lengths of nailers. Fasteners shall be installed within 6 inches of each end. Spacing and fastener embedment shall conform to Factory Mutual Loss Prevention Data Sheet 1-49 recommendations.

C. Height of nailers shall match the surface level of the insulation and roof membrane.

D. All woodwork to be reused shall resist a minimum force of 200 lbs./lineal foot in any direction and shall be free of rot. If any existing woodwork is questionable, it should be removed and
replaced with suitable new materials.

3.06 Insulation Installation

A. Insulation shall be installed in accordance with the insulation manufacturer’s current published specifications and recommendations for use with mechanically fastened roofing.

B. Insulation shall be secured to the roof deck in accordance with the insulation manufacturer’s requirement. As a minimum requirement, it shall be secured per the current Firestone Roofing Systems’ Insulation Technical Bulletin, i.e., 5 fasteners per 4’ x 8’ board, 4 fasteners per 4’ x 4’ board or 3’ x 4’ board and two fasteners per 2’ x 4’ board, and with tight joints in parallel courses with end joints staggered. When more than one layer of insulation is to be used, succeeding layers are to be laid staggered in relation to the previous layer of insulation and all joints shall be staggered.

C. Insulation shall be neatly cut to fit around all penetrations and projections with a maximum allowable gap of 1/4”.

D. Open joints shall be repaired with the insulation like material.

E. When the insulation is installed on steel decks after a complete tear-off, or in new construction, edges shall be checked so that no edges are left substantially unsupported along the flutes.

F. Insulation shall be feathered or tapered to provide a sump area a minimum of 36” x 36” where possible at all drains.

G. Install no more insulation in one day that can be covered with the Firestone Roofing Systems’ membrane or when the onset of inclement weather is anticipated.

H. Install tapered insulation in accordance with tapered fabricator’s shop drawings.

3.07 Slipsheet Installation

Slipsheet installation shall be in accordance with the appropriate following method:

A. Reinforced kraft paper shall be loosely laid. Lap joints shall be 4” minimum.

B. Overlap microfoam a minimum of 4” at each edge. Leave joints untaped.

C. The installation of the slipsheet is to be immediately followed by the installation of the roof membrane and fasteners to prevent displacement of the slipsheet.

3.08 Membrane Installation

A. General - Unroll the SR sheet roofing and position without stretching the membrane. Allow the membrane to relax at least 15 minutes when the temperature is above 60 degrees F., or 30 minutes when the temperature is below 60 degrees F., prior to installation. Inspect for any damaged membrane. Remove sections of membrane that are creased or damaged. Lab sheets a minimum of 5”, for In-Lap Fastening, leave space for mechanical fasteners and discs
and space for a 2” nominal weld width. For Disc-Cap and Strip Weld fastening methods, laps shall be a minimum 2” for continuous weld area.

B. In-Lap Fastening

1. Perimeter - When installing Firestone Roofing Systems, install two half width sheets parallel to the perimeter and fastened with Firestone Roofing Systems’ accepted fasteners and discs at the predetermined spacing in the lap area in a line centered approximately 1 1/2” from the edge of the sheet leaving 1/2” of membrane outside the disc. Weld lap area to metal base flashing continuously a nominal 2” weld width.

Perimeter areas shall be determined by one of the following methods:


b. For Factory Mutual insured buildings, follow guidelines in FM’s Loss Prevention Data Sheet 1-29S.

Fasteners shall be supplied by Firestone Roofing Systems and shall be installed according to fastener manufacturer’s instructions and using the fastener manufacturer’s recommended fastening tools.

When installing SR Roofing Membranes using SR membrane flashing, the first two perimeter sheets shall be half width sheets. Subsequent sheets may be either half width sheets or full width sheets as required.

2. Field Areas

a. Membranes should run perpendicular to the direction of steel deck flutes and the orientation of wood decks.

b. All membrane overlaps are recommended to be installed to facilitate the flow of water where possible.

c. All membrane sheets shall be overlapped a minimum of 5” to provide space for fastener and disc placement and for a continuous nominal 2” weld width.

C. The roofing contractor shall check all welded seams for continuity and integrity using a rounded screwdriver or other suitable blunt object. Seam checks shall be made daily by the contractor. Sample of seams 2” wide and 12” long shall be taken a minimum of three times a day from completed seams; at least one to be from the first seam made of the day. Each test cut shall be patched by the contractor at no extra charge to the owner. Test cuts shall be used to determine adequate seam strength on the rooftop by the roofing contractor.

3.09 Welding of Lap Areas
A. General
1. Firestone Roofing Systems may be welded in two ways, either by solvent welding or by hot air welding but only hot air welding is acceptable for installing field seams.
2. Firestone Roofing Systems recommends the use of hot-air welding when temperatures are below 40 degrees F. or when significant moisture is present in amounts that would prevent positive seaming.
3. All surfaces to be welded shall be clean and dry. No adhesive shall be present within the lap areas.

B. Hot Air Welding
1. Machines for hot air welding are available from several different sources. Each manufacturer’s instructions for use shall be followed, as well as all local codes regarding electric grounding, supply, and other related functions. Since most automatic welding machines require 218 to 230 volts, the use of a portable generator on the roof is recommended for greater flexibility.
2. Hand-held welding machines are also available to weld membrane. After the preheated nozzle tip is applied in the overlap area and the material starts to flow, immediately follow with a hand roller to press the heated membrane surfaces together with slow, even movements. Keep the roller within one inch of the nozzle tip. Angle the hot air tool so that the flowing air faces the roller. The temperature of the hot air tool shall be adjusted so that a minimum of smoke is developed and material from the bottom of the sheet begins to soften and flow from the seam. Seam strength may be tested when cool. For best results, testing seams eight hours after the hot air welding is recommended.

C. Solvent Welding - For detailing only
1. All seam surfaces must be clean and dry. Clean dirty seam surfaces with a dry or damp cotton rag and with mild detergent and water. Remove any detergent residue. Dry surfaces thoroughly before solvent welding.
2. When hand held welding with solvent, evenly coat approximately 16” - 18” of seam length with Firestone Solvent Welding agent, simultaneously pressing down the top sheet to the brush by hand. Insure that both surfaces to be welded are coated with solvent at the same time. Immediately weight the seam with a sand-filled polyethylene bag. Continue welding along the seams and lift (do not drag) the sand from section to section. Testing the solvent-welded seam should not be accomplished before 24 hours have elapsed.
3. Never solvent weld when air temperatures are below 40 degrees F. or during excessively high humidity conditions which could cause condensation on the membrane and prevent positive seaming. At temperatures just above 40 degrees F., pre-heating with hot air may be necessary. Exercise caution when solvent welding on cool mornings as any condensation (dew) on the membrane will prevent a proper weld.

D. Quality Control of Seams

After either seaming method, the seams are checked for integrity with a probe. Any openings or “fishmouths” shall be repaired with a hand-held hot air tool fitted with a narrow nozzle tip and with a roller. Each day several sections of seams welded the previous day (if solvent-welding) or the same day if heat welding, shall be pulled apart by the roofing contractor to test the quality of the welds. Should the welds be deficient, a more thorough examination of the work performed must be carried out and necessary repairs be made. Firestone Seam Sealant is used to seal the membrane edges where reinforcing fabric is cut and exposed and shall be completed by the end of each working day.

3.10 Flashing Installation

A. Metal Flashing

1. Firestone metal flashing shall be installed in accordance with the Firestone Roofing Systems’ standard detail drawings.

2. Complete all metal work concurrently with roofing and flashings so that a watertight condition exists daily.

3. Firestone metal transitions are required at all peaks, valleys, and slope intersections where the net change in slope exceeds 1 ½” in 12”. In some cases, reinforced membrane may be sufficient for ridges, but should be fastened securely at all transition areas. Contact the Firestone Roofing Systems’ Technical Department for specific recommendations.

4. Metal shall be installed to provide adequate resistance to bending and to allow for normal thermal expansion and contraction.

5. All metal joints shall be watertight and staggered over nailer joints to prevent joints in nailers and joints in metal from aligning.

6. Base flashings shall extend a minimum of 8” above roofing level unless previously accepted by the owner or his representative and Firestone Roofing Systems.

7. All metal flashings and terminations shall be securely fastened in the plane of the roof deck with fasteners recommended by Firestone Roofing Systems.
8. Fasteners and roofing nails used to secure flashings to wood nailers shall be stainless steel, galvanized metal or other corrosion resistant material, with a head diameter of not less than 3/8", and with fastener penetration into the wood nailer of at least 1 1/2".

9. Scuppers and metal overflows shall be assembled using Firestone Metal.

10. All Firestone Metal shall be fabricated to form hemmed edges to prevent sharp metal edges from cutting the membrane, except when in conjunction with wood nailers.

B. Membrane Flashings

1. All membrane flashings shall be installed concurrently with the roof embrace as the job progresses. Temporary flashings are not allowed without prior written approval from the Firestone Roofing Systems’ Technical Department. Should any water penetrate the new roofing because of incomplete flashings, the affected area shall be removed and replaced at the contractor’s expense.

2. Membrane flashings shall be fully adhered using Firestone Membrane Adhesive or loosely-laid, secured to 3” Firestone Metal strips attached at a maximum spacing of 18” o.c. in the vertical direction

   a. If the membrane flashings are to be fully adhered using Firestone Membrane Adhesive, the following conditions must be met.

      1. All surfaces to be fully adhered should be compatible, dry and smooth with no excessive surface roughness. In an existing asphalt surface is present, a 1/2” minimum plywood or 26 gauge minimum galvanized metal asphalt barrier must be placed over the asphaltic surface.

      2. After the proper surface has been prepared, Firestone Membrane Adhesive shall be applied using a minimum ½" nap paint rollers at a rate of approximately two and a half gallons per 1000 square feet or surface area depending on the type of substrate. Apply adhesive in smooth, even coatings, avoiding globs, puddles, or other types of irregularities.

          Adhesive should be applied to the area of substrate to be flashed. Let adhesive dry sufficiently to produce strings when touched with a clean, dry finger. SR membrane used as a flashing shall be cut to a workable length and shall have an even coating of Firestone Membrane Adhesive applied to it at a rate of approximately 1000
square feet. Carefully roll onto the previously coated substrate after the adhesive coating the membrane has dried sufficiently as indicated above.

Avoid wrinkling membrane when applying to substrate. The amount of adhesive which can be successfully applied to the membrane will vary depending on ambient temperature, humidity, and manpower. After mating membrane to the substrate, carefully roll the membrane with hand roller to promote maximum positive contact between the membrane and the substrate. Overlap all adjacent flashing sheets a minimum of 2”. The SR flashings shall extend a minimum of 6” onto the field sheet and adhered securely, or a minimum of 3” in front of the fastener plates with a nominal 2” and be securely welded.

3. Areas of the flashing membrane to be welded are not to have Firestone Membrane Adhesive applied to them.

b. When loose flashing membranes are used, Firestone Metal strips 3” wide must be used to provide positive mechanical attachment to various substrates. The PVC coated 3” Firestone Metal strip is spaced 18” maximum center-to-center in the vertical direction and is attached horizontally at 12” maximum center-to-center. Wider spacing may be considered depending on substrate and local wind conditions but only if accepted by Firestone Roofing Systems in writing. If existing asphalt is present, use appropriate asphalt barrier. Contact the Firestone Roofing Systems’ Technical Department for recommendations.

c. All flashings shall extend a minimum of 8” above roofing level unless previously accepted by the owner or his representative and Firestone Roofing Systems.

d. All flashings shall be solvent welded or hot air welded at their connections with the roofing membrane.

e. SR membrane flashing shall be terminated according to Firestone Roofing Systems’ Standard Details.
A. Install temporary cutoffs around incomplete edges of the roofing assembly at the end of each day’s work and when work must be postponed because of inclement weather. Straighten the insulation line using pieces of insulation loosely laid, and seal the Firestone Roofing Systems' sheet membrane to the deck or existing membrane. Use a heavy application of roof cement or hot asphalt at least six inches in width overlaid with an embedded reinforcement. Remove the temporary seals completely when work resumes, cutting out the contaminated membrane. Remove all sealant, contaminated membrane, insulation fillers, etc. from the work area and properly dispose off-site.

END OF SECTION 07500
SECTION 07 720
ROOF ACCESSORIES

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SECTION 07720 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Roof curbs.
2. Equipment supports.
3. Relief vents.
4. Ridge vents.
5. Roof walkways.
7. Snow guards (provide on all metal roofs).

B. Related Sections include the following:

1. Division 5 Section "Metal Fabrications" for ladders and miscellaneous metal framing and supports.
2. Division 6 Section "Rough Carpentry" for roof sheathing, wood cants, and wood nailers.
3. Division 6 Section "Wood Decking" for wooden roof decks.
4. Division 7 Section "Sheet Metal Flashing and Trim" for shop- and field-fabricated metal flashing and counterflashing, scuppers, gutters and downspouts, fasciae, roof expansion-joint covers, valleys, and miscellaneous sheet metal trim and accessories.
5. Division 7 Section "Manufactured Roof Specialties" for fasciae, copings, gravel stops, and roof expansion-joint covers.
6. Division 7 Section "Roof Expansion Assemblies" for roof expansion-joint covers.
7. Division 7 Section "Plastic Unit Skylights" for small individual skylights.
8. Division 7 Sections for roofing accessories included as part of roofing Work.
9. Division 9 Section "Painting" for shop primers and field painting.
10. Division 15 Section "Power Ventilators" for power roof-mounted ventilators.

1.3 SUBMITTALS
A. Product Data: For each type of product indicated. Include construction details, materials, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: Show fabrication and installation details. Indicate dimensions, weights, loadings, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other Work.

C. Coordination Drawings: Roof plans drawn to scale and coordinating penetrations and roof-mounted items. Show the following:
   1. Size and location of roof accessories specified in this Section.
   2. Method of attaching roof accessories to roof or building structure.
   3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.

D. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available for roof accessories with factory-applied color finishes.

E. Samples for Verification: For each type of exposed finish required, prepared on Samples in manufacturer's standard sizes, and of same thickness and material indicated for the Work. If finishes involve normal color or shade variations, include sample sets showing the full range of variations expected.

1.4 QUALITY ASSURANCE

A. Standards: Comply with the following:
   1. SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.
   2. NRCA's "Roofing and Waterproofing Manual" details for installing units.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Roof Curbs and Equipment Supports:
      a. AES Industries, Inc.
      b. Colony Custom Curbs.
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c. Commodity Products Company, Inc.
d. Conn-Fab Sales, Inc.
e. Curbs Plus, Inc.
f. Custom Curb, Inc.
g. Gieske Custom Metal Fabricators.
h. Goeller Enterprises.
i. LMCurbs.
j. Loren Cook Company.
k. Metallic Products Corporation.
l. Pate Co.(The).
m. Roof Products & Systems Corp.
n. ThyCurb, Inc.
o. Uni-Curb, Inc.
p. Vent Products Co., Inc.

2. Relief Vents:

a. Aura Ventilation, Inc.
b. Bristolite Skylights.
c. Commodity Products Company, Inc.
d. Dowco Products Group.
e. Dur-Red Products, Inc.
f. Goeller Enterprises.
g. Metallic Products Corporation.
h. Solar Group (The).
i. ThyCurb, Inc.
j. Trimco, Inc.
k. Vent Products Co., Inc.
l. Western Canwell.

3. Ridge Vents:

a. Air Vent, Inc.
b. Alcoa Building Products.
c. Commodity Products Company, Inc.
d. Cor-A-Vent, Inc.
e. GAF Materials Corporation.
f. Klauer Manufacturing Co.
g. Metallic Products Corporation.
h. Mid-America Building Products Corporation.
i. Niff-Corr, Inc.
j. Obdyke: Benjamin Obdyke, Inc.
k. Petersen Aluminum Corp.
l. Plyco Corporation.
m. Solar Group (The).
n. ThyCurb, Inc.
o. Trimco, Inc.
q. Western Canwell.
r. Nystrom Products Co.
s. O'Keeffe's Inc.
t. Precision Stair Corporation.
u. Roof Products & Systems Corp.
v. ThyCurb, Inc.
w. Trimco, Inc.
x. Wasco Products, Inc.

4. Roof Walkways:
   a. GS Metals Corp.
b. Unistrut Corporation.

5. Hatch-Type Heat-and-Smoke Roof Vents:
   a. Babcock-Davis Hatchways, Inc.
b. Bilco Company.
c. Bristolite Skylights.
d. Custom Curb, Inc.
e. Dur-Red Products, Inc.
f. Goeller Enterprises.
g. Hi Pro International, Inc.
h. Milcor, Inc.
i. Naturalite Skylight Systems.
j. Nystrom Products Co.
k. O'Keeffe's Inc.
l. ThyCurb, Inc.
m. Wasco Products, Inc.

6. Drop-out, Dome-Type Heat-and-Smoke Vents:
b. Custom Curb, Inc.
c. Dur-Red Products, Inc.
d. Goeller Enterprises.
e. Hi Pro International, Inc.
f. Milcor, Inc.
g. Naturalite Skylight Systems.
h. O'Keeffe's Inc.
i. Pate Co. (The).
j. Plasteco, Inc.
2.2 MATERIALS, GENERAL

A. Aluminum Sheet: ASTM B 209 (ASTM B 209M) for alclad alloy 3005H25 or alloy and temper required to suit forming operations, with mill finish, unless otherwise indicated.

B. Extruded Aluminum: ASTM B 221 (ASTM B 221M) alloy 6063-T52 or alloy and temper required to suit structural and finish requirements, with mill finish, unless otherwise indicated.

C. Galvanized Steel Sheet: ASTM A 653/A 653M with G90 (Z275) coating designation; commercial quality, unless otherwise indicated.

1. Structural Quality: Grade 40 (Grade 275), where indicated or as required for strength.

D. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M with Class AZ-50 (AZ-150) coating, structural quality, Grade 40 (Grade 275), or as required for strength.

E. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by manufacturer. Match finish of exposed fasteners with finish of material being fastened.

F. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork.

G. Bituminous Coating: SS PC Paint 12, solvent-type bituminous mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil (0.4-mm) dry film thickness per coating.

H. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.

I. Elastomeric Sealant: Generic type recommended by unit manufacturer that is compatible with joint surfaces; ASTM C 920, Type S, Grade NS, Class 25, and Uses NT, G, A, and, as applicable to joint substrates indicated, O.

J. Roofing Cement: ASTM D 4586, nonasbestos, fibrated asphalt cement designed for trowel application or other adhesive compatible with roofing system.

2.3 ROOF CURBS
A. General: Provide roof curbs capable of supporting superimposed live and dead loads, including equipment loads and other construction to be supported on roof curbs. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

B. Fabrication: Unless otherwise indicated or required for strength, fabricate units from minimum 0.0747-inch- (1.9-mm)- thick, structural-quality, hot-dip galvanized or aluminum-zinc alloy-coated steel sheet; factory primed and prepared for painting with welded or sealed mechanical corner joints.
1. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
2. Provide manufacturer’s standard rigid or semirigid insulation where indicated.
3. Provide formed cants and base profile coordinated with roof insulation thickness.
4. Fabricate units to minimum height of 8 inches (200 mm), unless otherwise indicated.
5. Sloping Roofs: Where slope of roof deck exceeds 1/4 inch per foot (1:48), fabricate curb units with water diverter or cricket and with height tapered to match slope to level tops of units.

2.4 EQUIPMENT SUPPORTS

A. General: Provide equipment supports capable of supporting superimposed live and dead loads, including equipment loads and other construction to be supported. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

B. Fabrication: Unless otherwise indicated or required for strength, fabricate units from minimum 0.0747-inch- (1.9-mm)- thick, structural-quality, hot-dip galvanized or aluminum-zinc alloy-coated steel sheet; factory primed and prepared for painting with welded or sealed mechanical corner joints.
1. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
2. Fabricate units to minimum height of 8 inches (200 mm), unless otherwise indicated.
3. Sloping Roofs: Where slope of roof deck exceeds 1/4 inch per foot (1:48), fabricate support units with height tapered to match slope to level tops of units.

2.5 RELIEF VENTS

A. Low-Profile Gravity Ventilators: Provide units of sizes, style, and profile indicated; fabricated from the following materials and including the following features:

   b. Finish: Baked enamel.
d. Finish: Clear anodic.
e. Finish: Color anodic.

3. Bird Screens: 1/2-inch- (13-mm-) square mesh with 0.062-inch- (1.6-mm-) diameter, stainless-steel wire.
4. Insect Screens: 14-by-18 (1.5-by-1.1-mm) mesh with 0.0123-inch- (0.3-mm-) diameter, anodized aluminum wire in removable, rewirable frames.
5. Manual Dampers: Designed for operation from floor directly below ventilator unit.
6. Roof Curb Construction: Provide curb-mount units designed for installing 1-1/2-inch- (38-mm-) thick wood curbs.
7. Roof Curb Construction: Provide self-flashing units with integral self-supporting double-wall aluminum curb, enclosing minimum 1-inch- (25-mm-) thick, glass-fiber board insulation (or equivalent), and with minimum 3-inch (75-mm) roof flanges.

2.6 RIDGE VENTS

A. General: Ventilating ridge cap with ventilating mesh providing a minimum net free area of 18 sq. in./ft. (380 sq. cm/m), of manufacturer's standard design.

1. Aluminum: Fabricate from sheet aluminum with baffles to prevent snow and rain entering and with weep holes to allow water to drain to roof. Provide required splice plates and end caps.
   a. Finish: Clear anodic.
   b. Finish: Color anodic.
   c. Finish: Baked enamel.

2.7 ROOF WALKWAYS

A. Metal-Grating Type: Formed-metal plank gratings consisting of C-shaped channels rolled from heavy sheet metal of thickness indicated, and punched in serrated diamond shape to produce raised slip-resistant surface and drainage holes. Provide support framing, brackets, connectors, nosings, and other accessories and components needed for complete installation. Include step units for changes in elevation.

1. Material: 0.07-inch (1.8-mm), structural-quality, galvanized steel sheet.
2. For Flat Roofs: Provide resilient, hard rubber pads under each support unit to isolate supports from and protect roof membrane.

2.8 FINISHES, GENERAL
A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.9 ALUMINUM FINISHES

A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

B. Conversion-Coated and Factory-Primed Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below).
   1. Organic Coating: Air-dried primer of not less than 2.0-mil (0.5-mm) dry film thickness.

C. Class I, Clear Anodic Finish: AA-M12C22A41 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 607.1.

D. Class I, Color Anodic Finish: AA-M12C22A42/A44 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, integrally colored or electrolytically deposited color coating 0.018 mm or thicker) complying with AAMA 606.1 or AAMA 608.1.
   1. Color: As selected by Architect from the full range of industry colors and color densities.

   1. Color: As selected by Architect from manufacturer's full range.

F. High-Performance Organic Finish: AA-C12C42R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: acid-chromate-fluoride-phosphate conversion coating; Organic Coating: as specified below). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers’ written instructions.
1. Fluoropolymer Two-Coat System: Manufacturer's standard two-coat, thermocured system consisting of specially formulated inhibitive primer and fluoropolymer color topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight.

2. Fluoropolymer Three-Coat System: Manufacturer's standard three-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight.
   a. Color and Gloss: As selected by Architect from manufacturer's full range.

2.10 GALVANIZED STEEL SHEET FINISHES

A. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas, and apply galvanizing repair paint specified below to comply with ASTM A 780.


   2. Shop Primer: Exterior galvanized metal primer per Division 9 Section "Painting."

B. High-Performance Organic Finish: Cleaned and primed with inhibitive primer and organic coating as specified below. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

   1. Fluoropolymer Three-Coat System: Manufacturer's standard three-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight; complying with AAMA 621 for coil-coated sheets.
   a. Color and Gloss: As selected by Architect from manufacturer's full range.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Comply with manufacturer's written instructions. Coordinate installation of roof accessories with installation of roof deck, roof insulation, flashing, roofing membranes, penetrations, equipment, and other construction involving roof accessories to ensure that each element of the Work performs properly and that combined elements are waterproof and weathertight. Anchor roof accessories securely to supporting structural substrates so they are capable of withstanding lateral and thermal stresses, and inward and outward loading pressures.
B. Install roof accessory items according to construction details of NRCA's "Roofing and Waterproofing Manual," unless otherwise indicated,

C. Separation: Separate metal from incompatible metal or corrosive substrates, including wood, by coating concealed surfaces, at locations of contact, with bituminous coating or providing other permanent separation.

D. Flange Seals: Unless otherwise indicated, set flanges of accessory units in a thick bed of roofing cement to form a seal.

E. Cap Flashing: Where required as component of accessory, install cap flashing to provide waterproof overlap with roofing or roof flashing (as counterflushing). Seal overlap with thick bead of mastic sealant.

F. Operational Units: Test-operate units with operable components. Clean and lubricate joints and hardware. Adjust for proper operation.

G. Heat-and-Smoke Vents: Locate, install, and test according to NFPA 204M.

H. Ridge Vents: Install according to manufacturer's written instructions.

3.2 CLEANING AND PROTECTION

A. Clean exposed surfaces according to manufacturer's written instructions. Touch up damaged metal coatings.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Extent of each form and type of joint sealer is indicated on drawings and schedules.

B. This Section includes joint sealers for the following locations:

1. Interior joints in vertical surfaces and horizontal nontraffic surfaces as indicated below:
   a. Joints between tops of non-load-bearing unit masonry walls and underside of cast-in-place concrete slabs and beams.
   b. Tile control and expansion joints.
   c. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
   d. Perimeter joints of toilet fixtures.
   e. Other joints as indicated.

2. Interior joints in horizontal traffic surfaces as indicated below:
   a. Control and expansion joints in concrete flooring
   b. Control and expansion joints in tile flooring
   c. Other joints as indicated

3. Exterior Joints
   a. Brick expansion joints
   b. Storefront perimeters
   c. Concrete walks

C. Sealants for glazing purposes are specified in Division 8.
D. Sealing concealed perimeter joints of gypsum drywall partitions to reduce sound transmission characteristics is specified in Division 9.

E. Sealing tile joints is specified in Division 9.

1.3 SYSTEM PERFORMANCES

A. Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.

1.4 SUBMITTALS

A. Product Data from manufacturers for each joint sealer product required, including instructions for joint preparation and joint sealer application.

B. Samples for Initial Selection Purposes: Manufacturer’s standard bead samples consisting of strips of actual products showing full range of colors available, for each product exposed to view.

C. Samples for verification purposes of each type and color of joint sealer required. Install joint sealer samples in 1/2 inch wide joints formed between two 6 inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealers.

D. Certificates from manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for the use indicated.

E. Qualification data complying with requirements specified in “Quality Assurance” article. Include list of completed projects with project name, addresses, names of Architects and Owners, plus other information specified.

F. Product test reports for each type of joint sealers indicated, evidencing compliance with requirements specified.

1.5 QUALITY ASSURANCE
A. Installer Qualifications: Engage an Installer who has successfully completed within the last 3 years at least 3 joint sealer applications similar in type and size to that of this Project.

B. Single Source Responsibility for Joint Sealer Materials: Obtain joint sealer materials from a single manufacturer for each different product required.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturer’s recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

A. Environmental Conditions: Do not proceed with installation of joint sealers under the following conditions:

1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealer manufacturers.
2. When joint substrates are wet due to rain, frost, condensation, or other causes.

B. Joint Width Conditions: Do not proceed with installation of joint sealers where joint widths are less than allowed by joint sealer manufacturer for application indicated.

C. Joint Substrate Conditions: Do not proceed with installation of joint sealers until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.8 SEQUENCING AND SCHEDULING
A. Sequence installation of joint sealers to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

B. Colors: Provide color of exposed joint sealers as selected by Architect from manufacturer’s standard colors.

2.2 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealant Standard: Provide manufacturer’s standard chemically curing, elastomeric sealant of base polymer indicated which complies with ASTM C 920 requirements, including those referenced for Type, Grade, Class, and Uses.

B. One-Part Nonacid-Curing Silicone Sealant: Type S, Grade NS, Class 25, and complying with the following requirements for Uses and additional joint movement capability:

1. Uses NT, M, G, A, and, as applicable to joint substrates indicated, O.

2. Additional capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the following percentage changes in joint width as measured at time of application and remain in compliance with other requirements of ASTM C 920 for Uses indicated:

   a. 100 percent movement in extension and 50 percent movement in compression for a total of 150 percent movement.

C. One-Part Mildew-Resistant Silicone Sealant: Type S; Grade NS; Class 25; Uses NT, G, A, and, as
applicable to nonporous joint substrates indicated, O; formulated with fungicide; intended for sealing interior joints with nonporous substrates and subject to in-service exposure to conditions of high humidity and temperature extremes.

D. Products: Subject to compliance with requirements, provide one of the following:

1. One-Part Nonacid-Curing Silicone Sealant:
   a. "Chem-Calk N-Cure 2000"; Bostik Construction Products Division
   b. "Dow Corning 790"; Dow Corning Corporation
   e. "864"; Pecora Corporation
   f. "Rhodorsil 5C"; Rhone-Poulenc Inc.
   g. "Spectrum 1"; Tremco, Inc.
   h. "Spectrum 2"; Tremco, Inc.

2. One-Part Mildew-Resistant Silicone Sealant:
   a. "Dow Corning 786"; Dow Corning Corporation
   c. "863 #345 White"; Pecora Corporation
   d. "Rhodorsil 6B White"; Rhone-Poulenc Inc.
   e. "Proglaze White"; Tremco Corporation

2.3 LATEX JOINT SEALANTS

A. Acrylic-Emulsion Sealant: Manufacturer’s standard, one part, nonsag, mildew-resistant, acrylic-emulsion sealant complying with ASTM C 834, formulated to be paintable and recommended for exposed applications on interior and on protected exterior locations involving joint movement of not more than plus or minus 5 percent.
B. Products: Subject to compliance with requirements, provide one of the following:

1. Acrylic-Emulsion Sealant:
   b. "AC-20"; Pecora Corp
   c. "Sonolac"; Sonneborn Building Products Div., Rexnord Chemical Products, Inc.
   d. "Tremco Acrylic Latex 834"; Tremco, Inc.

2.4 FIRE-RESISTANT JOINT SEALERS

A. General: Provide manufacturer’s standard fire-stopping sealant, with accessory materials, having fire-resistance ratings indicated as established by testing identical assemblies per ASTM E 314 by Underwriters Laboratory, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction.

B. Foamed-In-Place Fire-Stopping Sealant: Two-part, foamed-in-place, silicone sealant formulated for use in a through-penetration fire-stop system for filling openings around cables, conduit, pipes and similar penetrations through walls and floors.

C. One-Part Fire-Stopping Sealant: One part elastomeric sealant formulated for use in a through-penetration fire-stop system for sealing openings around cables, conduit, pipes and similar penetrations through walls and floors.

D. Products: Subject to compliance with requirements, provide one of the following:

1. Foamed-In-Place Fire-Stopping Sealant:
   a. "Dow Corning Fire Stop Foam"; Dow Corning Corp.

2. One-Part Fire-Stopping Sealant:
   a. "Dow Corning Fire Stop Sealant"; Dow Corning Corp
b. "3M Fire Barrier Caulk CP-25"; Electrical Products Div./3M

c. "RTV 7403"; General Electric Co.


e. "Heavy Duty Nelson FSP, CLK, or CMP Firestops".

2.5 JOINT SEALANT BACKING

A. General: Provide sealant backings of material and type which are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for application indicated by sealant manufacturer based on field experience and laboratory testing.

B. Plastic Foam Joint Fillers: Performed, compressible, resilient, nonwaxing, nonextruding strips of flexible, nongassing plastic foam of material indicated below; nonabsorbent to water and gas; and of size, shape and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

1. Either open-cell polyurethane foam or closed-cell polyethylene foam, unless otherwise indicated, subject to approval of sealant manufacturer, for cold-applied sealants only.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIAL

A. Primer: Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated, as determined form preconstruction joint sealer-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Provide nonstaining, chemical cleaners of type which are acceptable to manufacturers of sealants and sealant backing materials, which are not harmful to substrates and adjacent nonporous materials, and which do not leave oily residues or otherwise have a detrimental
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealers, with Installer present, for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:

1. Remove all foreign material from joint substrate which could interfere with adhesion of joint sealer, including dust; paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; old joint sealers; oil; grease; waterproofing; water repellants; water; surface dirt; and frost.

2. Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.

3. Remove laitance and form release agents from concrete.
4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile; and other nonporous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealers.

B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer-substrate tests or prior experience. Apply primer to comply with joint sealer manufacturer’s recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALERS

A. General: Comply with joint sealer manufacturers’ printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Elastomeric Sealant Installation Standard: Comply with recommendations of ASTM C 962 for use of joint sealants as applicable to materials, applications and conditions indicated.

C. Latex Sealant Installation Standard: Comply with requirements of ASTM C 790 for use of latex sealants.

D. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.

E. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability.
a. Do not leave gaps between ends of joint fillers.
b. Do not stretch, twist, puncture, or tear joint fillers.
c. Remove absorbent joint fillers which have become wet prior to sealant application and replace with dry material.

2. Install bond breaker tape between sealants and joint fillers, compression seals, or back of joints where adhesion of sealant to surfaces at back of joints would result in sealant failure.

F. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.

1. Provide concave joint configuration per Figure 6A in ASTM C 962, unless otherwise indicated.

G. Installation of Fire-Stopping Sealant: Install sealant, including forming, packing, and other accessory materials to fill openings around mechanical and electrical services penetrating floors and walls to provide fire-stops with fire resistance ratings indicated for floor or wall assembly in which penetration occurs. Comply with installation requirements established by testing and inspecting agency.

3.4 CLEANING

A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

3.5 PROTECTION

A. Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.
**JOINT SEALER SCHEDULE**

<table>
<thead>
<tr>
<th>JOINT SEALER</th>
<th>DESCRIPTION OF JOINT CONSTRUCTION AND LOCATION WHERE JOINT SEALER IS TYPICALLY APPLIED (SEE NOTE BELOW)</th>
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<tbody>
<tr>
<td>One-part Nonacid-Interior perimeter joints of metal frames in Curing Silicone Sealant exterior walls.</td>
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<tr>
<td>One-part Mildew-Interior joints in vertical surfaces of Resistant Silicone ceramic tile in toilet rooms, showers, and Sealant kitchens.</td>
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<tr>
<td>Acrylic-EmulsionInterior joints in field-painted vertical Sealant and overhead surfaces at perimeter of elevator door frames and hollow metal door frames; in gypsum drywall, plaster and concrete or concrete masonry, and all other interior joints not indicated otherwise.</td>
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<tr>
<td>Foam-In PlaceThrough penetrations in fire-resistance- Fire-Stopping Sealant rated floor and wall assemblies involving multiple pipes, conduits, and other items.</td>
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One-part Fire-Stopping Sealant

Through penetrations in fire-resistance-rated floor and wall assemblies involving single pipes, conduits where joint widths are narrow and of uniform width.

Note: Install joint sealer indicated in joints fitting descriptions and locations listed as well as in locations identified on Drawings by Drawing designations indicated above.

END OF SECTION
Having thoroughly reviewed the bid documents and verifying existing conditions at the project site, I/we propose to furnish all labor, tools, equipment and materials for the complete execution of the Contract Documents and Specifications, for the base bid sum of:

$ (                      ) dollars.

ALTERNATES (if any):

1. $___________

2. $___________

(Company Name)

(Address)

(City, State, Zip)

(Print or Type Name)

(Signature-When signed, this bid is legal and binding to Barrow County Board of Commissioners and acknowledges that ALL Specifications, Terms and Conditions and/or instructions to Bidders have been read and understood).

(Date)        (Phone Number)

Included and attached is a Bid Bond in the amount of not less than 5% of the base bid.

Included in the amount above is the sum of $___________ for providing a Performance and Payment Bond for 100% of the total base bid. Same shall be provided by a surety corporation licensed in the State of Georgia and a certified Power of attorney shall be attached.

ADDENDUM ACKNOWLEDGMENT

Addendum # __________ Addendum # __________ Addendum # __________ Addendum # __________
## REFERENCES

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HISTORIC BARROW COUNTY COURTHOUSE – RE-ROOFING PROJECT

Project: ________________________________ Value: ____________

Owner: ________________________________

Address: ________________________________

Contact Person: ________________________________

Contact Title, Phone No., & Email Address: ________________________________

Project: ________________________________ Value: ____________

Owner: ________________________________

Address: ________________________________

Contact Person: ________________________________

Contact Title, Phone No., & Email Address: ________________________________

Project: ________________________________ Value: ____________

Owner: ________________________________

Address: ________________________________

Contact Person: ________________________________

Contact Title, Phone No., & Email Address: ________________________________
BID BOND

BARROW COUNTY, GEORGIA

BIDDER (Name and Address):

______________________________________________________________

SURETY (Name and Address of Principal Place of Business):

______________________________________________________________

OWNER (hereinafter referred to as the “County” (Name and Address):

Barrow County, Georgia
30 North Broad Street
Winder, Georgia 30680

BID
BID DUE DATE:
PROJECT (Brief Description Including Location):

______________________________________________________________

BOND
BOND NUMBER:
DATE (Not later that Bid due date):
PENAL SUM: ______________________ ______________________
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby to the County, subject to the terms printed below or on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent or representative.

BIDDER
Bidder’s Name and Corporate Seal
By: ____________________________________________
Signature and Title: ____________________________
Attest: _______________________________________
Signature and Title: ____________________________

SURETY
Surety’s Name and Corporate Seal
By: ____________________________________________
Signature and Title: ____________________________
(Attach Power of Attorney)
Attest: _______________________________________
Signature and Title: ____________________________

Note: (1) Above addresses are to be used for giving any notice required by the terms of this Bid Bond.
(2) Any singular reference to Bidder, Surety, the County or any other party shall be considered plural where applicable.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to the County upon Default of Bidder the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:
   3.1 The County accepts Bidder’s Bid and Bidder delivers within the time required by the Bidding Documents (or any extension of that time agreed to in writing by the County) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents; or
   3.2 All Bids are rejected by the County; or
   3.3 The County fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension of that time agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon Default by Bidder within 30 calendar days after receipt by Bidder and Surety of a written Notice of Default from the County, which Notice will be given with reasonable promptness and will identify this Bond and the Project and include a statement of the amount due.

5. Surety waives notice of, as well as any and all defenses based on or arising out of, any time extension to issue a Notice of Award agreed to in writing by the County and Bidder, provided that the total time, including extensions, for issuing a Notice of Award shall not in the aggregate exceed 120 days from Bid due date without Surety’s written consent.

6. No suit or action shall be commenced under this Bond either prior to 30 calendar days after the Notice of Default required in paragraph 4 above is received by Bidder and Surety or later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the State of Georgia.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer or proposal, as applicable under the particular circumstances.

12. The terms of this Bid Bond shall be governed by the laws of the State of Georgia.
NOTICE OF AWARD

TO: _______________________________
                _______________________
                _______________________
                _______________________

PROJECT TITLE:  RFP2017-11 – HISTORIC BARROW COUNTY COURTHOUSE – RE-
ROOFING PROJECT (PROJECT # BL002)

Barrow County Board of Commissioners (Owner) has considered the Proposal submitted by you for the above described Project which was opened and read on _________, 2017. You are hereby notified that your Proposal has been accepted for the Project in the amount of $_______________ dollars.

You are required in the proposal documents to furnish the required Payment Bond and Performance Bond each in the amount of one hundred percent (100%) of the Contract amount. Also, a Certificate(s) of Insurance is to be submitted as called for in the proposal documents. Attached please find the fully executed Construction Agreement for your use. Upon Barrow County’s receipt of the other stated documents, a NOTICE TO PROCEED will be generated.

If you fail to furnish the other stated documents within ten (10) days from the date of receipt of this document, Owner will be entitled to such rights as may be granted by law to insure Project is completed on schedule.

Please acknowledge a copy of this Notice of Award and return it to: Cindy Clack, Senior Buyer, Barrow County Board of Commissioners, 30 North Broad Street, Winder, GA 30680.

Dated this _________ day of __________, 2017.

BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

By: ____________________________________
        Michael R. Renshaw, County Manager

ACCEPTANCE OF NOTICE OF AWARD:
RECEIPT OF THIS NOTICE OF AWARD IS HEREBY ACKNOWLEDGED:

BY: _______________________________ TITLE: _______________________________

DATED THIS THE _____ DAY OF __________, 2017.
NOTICE TO PROCEED

TO: __________________________________

__________________________________

__________________________________

PROJECT DESCRIPTION: RFP2017-11 – HISTORIC BARROW COUNTY COURTHOUSE – RE-ROOFING PROJECT (PROJECT # BL002)

You are hereby notified to commence Work in accordance with the Agreement dated _____________ on or before _______________ and you are to complete the Work in accordance with Agreement.

Date this ___ day of _____________, 2017.

BY: ______________________________, Michael R. Renshaw, County Manager
BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

Receipt of the above “Notice to Proceed” is hereby acknowledged by ________________
____________________________________________________ this the _______ day of
___________, 2017.

BY: ______________________________ (CONTRACTOR)
TITLE: ___________________________
CONSTRUCTION SERVICES AGREEMENT

HISTORIC BARROW COUNTY COURTHOUSE – RE-ROOFING PROJECT

This Construction Services Agreement (the “Agreement”) is made and entered into this ___ day of ___, 20___ (the “Effective Date”), by and between BARROW COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its governing authority, the Barrow County Board of Commissioners (“County”) and ______________________, a ______________________ (hereinafter referred to as the “Contractor”), collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the County desires to retain a contractor to perform services for the construction of a Project, as defined below; and

WHEREAS, the County solicited proposals for construction of the Project pursuant to the Request for Proposal, dated March 1, 2017, maintained on file with the Purchasing Department.

WHEREAS, the Contractor submitted a complete and timely proposal, attached hereto as “Exhibit A” and incorporated herein by reference, and met all proposal requirements such that the County awarded RFP2017-11 Historic Barrow County Courthouse – Re-Roofing Project (Project Number BL002) to the Contractor; and

WHEREAS, the County finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, based upon Contractor’s proposal, the County has selected Contractor as the successful proposer, and

WHEREAS, Contractor desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Contractor has familiarized itself with the nature and extent of the Contract Documents, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work, and Contractor is aware that it must be licensed to do business in the State of Georgia.

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do
mutually agree as follows:

Section 1. **Contract Documents**

This Agreement along with the following documents, attached hereto (except as expressly noted otherwise below) and incorporated herein by reference, constitute the “Contract Documents”:

A. Request for Proposals, (a true and correct copy of which has been provided to Contractor with original maintained on file with the County Purchasing Department);

B. Proposal Documents from Contractor, dated ____________ ____, ______, attached hereto as “Exhibit A”;

C. Scope of Work, (a true and correct copy of which has been provided to Contractor with original maintained on file with the County Purchasing Department);

D. Any required Performance Bond and/or Payment Bond, attached hereto collectively as “Exhibits B.1 and B.2”;

E. Noncollusion Affidavit of Prime Proposer, attached hereto as “Exhibit C”;

F. Final Affidavit, attached hereto as “Exhibit D”;

G. Alien Employment affidavits, attached hereto as “Exhibits E.1 and E.2”;

H. Plans, drawings and specifications (included in the RFP referenced in 1.A. above), with any modifications (if issued), attached hereto as “Exhibit F”;

I. Additional Payment/Retainage Requirements, attached hereto as “Exhibit G”;

J. Key Personnel, attached hereto as “Exhibit H”;

K. Contract Administration provisions (if issued), attached hereto as “Exhibit I”;

L. General Conditions (if issued), attached hereto as “Exhibit J”;

M. Supplementary Conditions (if issued), attached hereto as “Exhibit K”;

N. Notice of Award, attached hereto as “Exhibit L”;

O. Barrow County Code of Ethics (codified in the official Code of Barrow County);

P. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Change Orders (defined in Section 6
Section 2.  **Project Description; Architect; Engineer; Contract Administrator**

A. **Project.** A general description of the Project is as follows: Removal of all existing roofing and roofing layers on the Historic Courthouse only. Project includes the roofing at the base of the tower and in accordance with the project manual and specifications (the “Project”). A third-party Architect or Engineer (as identified below) has been retained related to this Project.

B. **Architect/Engineer (if any).**

   (i) **Architect.** The Project has been designed by Carter Watkins Associates Architects, Inc. (hereinafter referred to as the “Architect”). The Architect will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement.

C. **Contract Administrator.** The Contract Administrator for this Agreement shall be: Carter Watkins Associates Architects, Inc.

Section 3.  **The Work**

A. **The Work.** The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Project Manual, Specifications and Scope of Work for RFP2017-11 Historic Barrow County Courthouse – Re-Roofing Project (Project Number BL002), a true and correct copy of which has been provided to Contractor with original maintained on file in the County Purchasing Department. The Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work reasonably inferable from the Contract Documents. The term “reasonably inferable” takes into consideration the understanding of the Parties that some details necessary for proper execution and completion of the Work may not be shown on the drawings or included in the specifications or Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the Work or are otherwise necessary for proper and complete installation and operation of the Work. Contractor shall complete the Work in strict accordance with the Contract Documents. In the event of any discrepancy among the terms of the various Contract Documents, the provision most beneficial to the County, as determined by the County in its sole discretion, shall govern.

B. **Notice to Proceed.** The County will issue a Notice to Proceed, which Notice to Proceed shall state the dates for beginning Work (“Commencement Date”) and the
Expected Date of Final Completion (defined in Section 4(A) below). Unless otherwise approved, the Contractor shall perform its obligations under this Agreement as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Work.

C. Plans; Drawings and Specifications. The plans, drawings and specifications, a true and correct copy of which has been provided to Contractor with original maintained on file in the County Purchasing Department, are hereby acknowledged by the Parties and incorporated herein by reference.

D. Shop Drawings, Product Data, and Samples. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents, but must be in conformity therewith. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required by the Contract Documents, the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

(i) “Shop Drawings” are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

(ii) “Product Data” are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

(iii) “Samples” are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

The Contractor shall review for compliance with the Contract Documents and shall approve and submit to the Contract Administrator Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Contract Administrator without action. The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved in writing by the Contract Administrator, provided that submittals that are not required by the
Contract Documents may be returned without action.

The Work shall be completed in accordance with approved submittals, provided that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Contract Administrator’s approval of Shop Drawings, Product Data, Samples or similar submittals, unless the Contractor has specifically informed the Contract Administrator in writing of such deviation at the time of submittal and (1) the Contract Administrator has given written approval to the specific deviation as a minor change in the Work, or (2) a written Change Order has been issued and approved to authorize the deviation. The Contract Administrator’s approval of the Shop Drawings, Product Data, Samples or similar submittals shall not relieve the Contractor of responsibility for errors or omissions therein.

The Contractor shall, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, direct the Contract Administrator’s attention to any additional revisions included other than those requested by the Contract Administrator on previous submittals. In the absence of such written notice drawing the Contract Administrator’s attention to such additional revisions, the Contract Administrator’s approval of a resubmission shall not apply to such additional revisions.

The Contractor shall maintain at the Project site(s) one record copy of the Contract Documents in good order and marked currently to record field changes and selections made during construction and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the County and Contract Administrator and shall be delivered to the Contract Administrator or County upon completion of the Work.

Section 4. Contract Term; Liquidated Damages; Expedited Completion; Partial Occupancy or Use

A. Contract Term. The term of this Agreement (“Term”) shall commence on the Effective Date and continue until the earlier of the Expected Date of Final Completion or the proper termination and non-renewal of this Agreement (provided that certain obligations, including but not limited to Warranty obligations, will survive termination/expiration of this Agreement). Contractor warrants and represents that it will perform its Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The Contractor shall commence Work pursuant to this Agreement within five (5) business days of the Commencement Date provided by the County and the Parties intend that all Work shall be completed on or before _______________________, 20__, (the “Expected Date of Final Completion”). Every effort will be made by Contractor to shorten this period. If the Term of this Agreement continues beyond the fiscal year in which this Agreement is executed, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on
the part of the County on June 30 of each year of the Term, and further, that this Agreement shall automatically renew on July 1 of each subsequent year absent the County’s provision of written notice of non-renewal to Contractor at least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the County.

B. Time is of the Essence; Liquidated Damages. Contractor specifically acknowledges that TIME IS OF THE ESSENCE of this Agreement and that County will suffer financial loss if the Work is not completed in accordance with the deadlines specified in Section 4(A) above and within the Contract Documents. The County and Contractor also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the County if the Work is not completed within the specified times. Accordingly, instead of requiring any such proof, the County and Contractor agree that, as liquidated damages for delay (but not as a penalty), the Contractor shall pay to the County **One hundred and fifty dollars and 00/100 Dollars ($150.00)** for each and every calendar day that expires after a deadline provided in the Contract Documents.

C. Expediting Completion. The Contractor is accountable for completing the Work within the time period provided in the Contract Documents. If, in the judgment of the County, the Work is behind schedule and the rate of placement of work is inadequate to regain scheduled progress to ensure timely completion of the entire Work or a separable portion thereof, the Contractor, when so informed by the County, shall immediately take action to increase the rate of work placement by:

1. An increase in working forces;
2. An increase in equipment or tools;
3. An increase in hours of work or number of shifts;
4. Expediting delivery of materials; and/or
5. Other action proposed if acceptable to County.

Within five (5) calendar days after such notice from County that the Work is behind schedule, the Contractor shall notify the County in writing of the specific measures taken and/or planned to increase the rate of progress. The Contractor shall include an estimate as to the date of scheduled progress recovery. Should the County deem the plan of action inadequate, the Contractor shall take additional steps to make adjustments as necessary to its plan of action until it meets with the County’s approval and such approval is provided in writing by the County.

D. Partial Occupancy or Use. The County may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement between the County and Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may
commence whether or not the portion is substantially complete, provided the County and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the County, Contractor and Contract Administrator shall jointly inspect the area to be occupied, or portion of the Work to be used, in order to determine and record the condition of the Work. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

Section 5. **Contractor’s Compensation; Time and Method of Payment**

A. **Maximum Contract Price.** The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $________.__ (the “Maximum Contract Price”), except as outlined in Section 6 below. The compensation for Work performed shall be based upon the amount specified in Exhibit A, and Contractor represents that the Maximum Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement.

B. **Additional Payment Requirements.** Additional payment requirements are included as “Exhibit G”, attached hereto and incorporated herein by reference.

C. **Material Deviations.** Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to the County before charges are incurred and shall be handled through written Change Orders, as described in Section 6 below. Whenever the Contract Administrator considers it necessary or advisable, it shall have authority to require inspection or testing of the Work. However, neither this authority of the Contract Administrator nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Contract Administrator to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

D. **Taxes.** The County is a governmental tax-exempt entity and shall not be responsible for paying any taxes on any materials or services provided for herein. At Contractor’s request, County shall provide evidence of its tax-exempt status. To the extent, if any, that the County furnishes tangible personal property to Contractor for incorporation into the Project, Contractor shall be responsible for paying the amount of tax owed for such tangible personal property.
Section 6. **Change Orders**

A. **Change Order Defined.** A “Change Order” means a written modification of the Contract Documents, signed by representatives of the County and the Contractor with appropriate authorization.

B. **Right to Order Changes.** The County reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by the Contractor and the County. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by the County in its sole discretion, the County shall have the right to determine reasonable terms, and the Contractor shall proceed with the changed work.

C. **Change Order Requirement.** Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of the County and the Contractor.

D. **Authority to Execute Change Order.** The County Manager has authority to execute, without further action of the Barrow County Board of Commissioners, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section 5(A) above. Any such Change Orders materially altering the terms of this Agreement, or any Change Order increasing the price by more than twenty-five thousand dollars ($25,000.00), must be approved by resolution of the Barrow County Board of Commissioners.

E. **Minor Changes in the Work.** The Contract Administrator will have the authority to order minor changes in the Work not involving adjustment in the Maximum Contract Price or extension of the Term and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order signed by the Contract Administrator. The Contractor shall carry out such written orders promptly. If the minor changes subsequently may affect adjustments in the Maximum Contract Price or the Term, the changes shall then be converted to a written Change Order by the requesting Party.

Section 7. **Covenants of Contractor**

A. **Ethics Code; Conflict of Interest.** Contractor agrees that it shall not engage in any activity or conduct that would result in a violation of the Barrow County Code of Ethics or any other similar law or regulation. Contractor certifies that to the best of
his knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Contractor become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Contractor shall immediately notify the County. If the County determines that a conflict of interest exists, the County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. The County shall have the right to recover any fees paid for services rendered by Contractor when such services were performed while a conflict of interest existed, if Contractor had knowledge of the conflict of interest and did not notify the County within five (5) business days of becoming aware of the existence of the conflict of interest.

B. Meetings. The Contractor is required to meet with the County’s personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to the County. Meetings will occur as problems arise and will be coordinated by the County or the Contract Administrator. The Contractor will be given a minimum of three (3) full business days’ notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor’s option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the contract for cause.

C. Expertise of Contractor. Contractor accepts the relationship of trust and confidence established between it and the County, recognizing that the County’s intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Contractor under this Agreement. The Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of County and the Project in accordance with County’s requirements and procedures, and Contractor shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

D. Proper Execution by Contractor. Contractor agrees that it will perform its services in accordance with the usual and customary standards of the Contractor’s profession or business and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, O.C.G.A. § 50-5-63, any applicable records retention requirements, and Georgia’s Open Records Act (O.C.G.A. § 50-18-70, et seq.). Any additional work or costs incurred as a result of error and/or omission by Contractor as a result of not complying with the Contract Documents or not meeting the applicable standard of care or quality, including but not limited to those of repeated procedures and compensation for the Contract Administrator’s services or expenses, will be provided at Contractor’s expense and at no additional cost to the County. This provision shall survive termination of this Agreement.
It is the Contractor’s responsibility to be reasonably aware of all applicable laws, statutes, ordinances, building codes, and rules and regulations. If the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Contract Administrator and the County in writing of any portions of the Contract Documents that are at variance with the applicable laws, statutes, ordinances, building codes, and rules and regulations.

The Contractor’s duties shall not be diminished by any approval by the County or Contract Administrator of Work completed or produced; nor shall any approval by the County or Contract Administrator of Work completed or produced release the Contractor from any liability therefor, it being understood that the County is ultimately relying upon the Contractor’s skill and knowledge in performing the Work required under the Contract Documents.

Organization of the specifications into divisions, sections and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

E. Familiarity with the Work.

(i) **Contractor Familiarity with Work.** Contractor represents that it has familiarized itself with the nature and extent of the Contract Documents, the Work, work site(s), locality, and all local conditions, laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Contract Documents, site conditions, authorities, tests, reports and studies relative to that portion of the Work, as well as the information furnished by the County, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the Project site(s) affecting it. Contractor represents and agrees that it has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, inconsistencies, or ambiguities in the Contract Documents; however, any errors, inconsistencies, omissions, or ambiguities discovered by the Contractor shall be reported promptly to the Contract Administrator and County in writing. Contractor represents that it has given the County written notice of all errors, omissions, inconsistencies, or ambiguities that the Contractor has discovered in the Contract Documents so far, and the written resolution thereof by the County is acceptable to the Contractor. Further, Contractor acknowledges that its obligation to give notice of all
such errors, omissions, inconsistencies, or ambiguities shall be continuing during the Term of this Agreement. Any failure on the part of the Contractor to notify the Contract Administrator and County in writing of any errors, omissions, inconsistencies, or ambiguities in the Contract Documents that Contractor discovered or reasonably should have discovered shall result in a waiver and full release by the Contractor of any future arguments or defenses based on such errors, omissions, inconsistencies, or ambiguities against the County. Further, if the Contractor fails to perform its obligations pursuant to this paragraph, the Contractor shall pay such costs and damages to the County as would have been avoided if the Contractor had performed such obligations.

(ii) **Inspection of Prior Work.** If part of the Contractor’s Work depends for proper execution or results upon construction or operations by a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Contract Administrator apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the County’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable, and Contractor shall be responsible for all costs and damages resulting from its failure to report reasonably discoverable defects.

(iii) **Contractor Requests for Information.** If, with undue frequency (as determined by the County in its sole discretion), the Contractor requests information that is obtainable through reasonable examination and comparison of the Contract Documents, site conditions, and previous correspondence, interpretations or clarifications, the Contractor shall be liable to the County for reasonable charges from the Contract Administrator for the additional services required to review, research and respond to such requests for information.

F. **Supervision, Inspection and Construction Procedures.** The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Agreement, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety therefor and, except as stated below, shall be fully and solely responsible for the jobsite safety for such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the County and Contract
Administrator and shall not proceed with that portion of the Work without further written instructions from the County or Contract Administrator as approved in writing by the County.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (a) employees and other persons who may be affected, (b) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site(s), under care, custody or control of the Contractor or Contractor’s subcontractors or sub-subcontractors, and (c) other property at the Project site(s) or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Project site(s) by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the County and Contract Administrator in writing.

G. Tests and Inspections. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, or ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made promptly at an appropriate time to avoid unreasonable delay in the Work. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the County, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Contract Administrator timely notice of when and where tests and inspections are to be made so that the Contract Administrator may be present for such procedures. Required permits or certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and delivered to the Contract Administrator within ten (10) calendar days of issuance.

H. Budgetary Limitations. Contractor agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Contractor’s profession and industry. Contractor shall take no calculated risk in the performance
of the Work. Specifically, Contractor agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principals of Contractor’s profession and industry, Contractor will give written notice immediately to the County.

I. County’s Reliance on the Work. The Contractor acknowledges and agrees that the County does not undertake to approve or pass upon matters of expertise of the Contractor and that therefore, the County bears no responsibility for Contractor’s Work performed under this Agreement. The Contractor acknowledges and agrees that the acceptance of Work by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor’s performance. Contractor further agrees that no approval of designs, plans, or specifications by any person, body, or agency shall relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor’s Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

J. Contractor’s Reliance on Submissions by the County. Contractor must have timely information and input from the County in order to perform the Work required under this Agreement. Contractor is entitled to rely upon information provided by the County, but Contractor shall be required to provide immediate written notice to the County if Contractor knows or reasonably should know that any information provided by the County is erroneous, inconsistent, or otherwise problematic.

K. Uncovering and Correction of Work. If a portion of the Work is covered contrary to the Contract Administrator’s request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Contract Administrator, be uncovered for examination by the Contract Administrator and be replaced at the Contractor’s expense without change in the Agreement Term.

If a portion of the Work has been covered which the Contract Administrator has not specifically requested to examine prior to its being covered or which the Contract Documents did not require to remain uncovered until examined, the Contract Administrator may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the County’s expense, which expense shall be agreed upon in writing prior to being incurred. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor’s expense, unless the condition was caused by the County, in which event the County shall be responsible for payment of such costs including reasonable charges, if any, by the Contract Administrator for additional service, which expense shall be agreed upon in writing prior to being incurred.
If the County prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction, in which case the Maximum Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

L. **Clean Up.** Contractor shall keep the Project site(s) and surrounding area free from accumulation of waste materials or rubbish caused by operations under this Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the County may do so, and the cost thereof shall be charged to the Contractor.

M. **Contractor’s Representative.** _________________ shall be authorized to act on Contractor’s behalf with respect to the Work as Contractor’s designated representative.

N. **Independent Contractor.** Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of the County. Nothing contained in this Agreement shall be construed to make the Contractor or any of its employees, servants or subcontractors an employee, servant or agent of the County for any purpose. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies, and/or materials necessary to complete the Work; hiring of subcontractors, agents, or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding, and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and the County by virtue of this Agreement with the Contractor. Any provisions of this Agreement that may appear to give the County the right to direct Contractor as to the details of the services to be performed by Contractor or to exercise a measure of control over such services will be deemed to mean that Contractor shall follow the directions of the County with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and the County may hire additional entities to perform Work related to this Agreement.

Inasmuch as the County and the Contractor are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. The Contractor agrees not to represent itself as the County’s agent for any purpose to any party or to allow any employee of the
Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the County without the express knowledge and prior written consent of the County.

O. Responsibility of Contractor and Indemnification of County. The Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. The Contractor shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County and the County’s elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an “Indemnified Party” and collectively “Indemnified Parties”) from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including, but not limited to, attorney’s fees and costs of defense (“Liabilities”), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Work, performance of contracted services, or operations by the Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of the Contractor, its subcontractor, anyone directly or indirectly employed by the Contractor or subcontractor, or anyone for whose acts the Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts, or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

P. Insurance.

(1) Requirements: The Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in
connection with the performance of the Work by the Contractor, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the County as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the County Manager.

(2) **Minimum Limits of Insurance:** Contractor shall maintain the following insurance policies with coverage and limits no less than:

(a) **Commercial General Liability:** $1,000,000 (one million dollars) combined single limit per occurrence comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on “an occurrence” basis (“claims made” coverage is not acceptable). If a general aggregate limit applies, the general aggregate limit shall apply separately to this project/location, and the general aggregate limit shall be twice the required occurrence limit.

(b) **Commercial Automobile Liability (owned, non-owned, hired):** $1,000,000 (one million dollars) combined single limit per occurrence $2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) **Professional Liability:** $1,000,000 (one million dollars) limit Professional Liability policy for claims arising out of professional services and caused by the Contractor’s errors, omissions, or negligent acts *(required if any professional services will be provided).*

(d) **Workers’ Compensation and Employers’ Liability:** Workers’ Compensation policy with limits as required by the State of Georgia and Employers’ Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Contractor is a sole proprietor, who is otherwise not entitled to coverage under Georgia’s Workers’ Compensation Act, Contractor must secure Workers’ Compensation coverage approved by both the State Board of Workers’
Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers’ Compensation Act. Further, the Contractor shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

(e) **Builder’s Risk Insurance**: Contractor shall provide a Builder’s Risk Insurance Policy to be made payable to the County and Contractor, as their interests may appear. The policy amount shall be in the minimum amount of $2,000,000 (two million dollars), written on a Builder’s Risk “All Risk,” or its equivalent. The policy shall provide, or be endorsed to provide, as follows: “The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: i) Equipment may be delivered to the insured premises and installed in place ready for use; and ii) Partial or complete occupancy by County; and iii) Performance of Work in connection with construction operations insured by the County, by its agents or lessees, or other contractors of the County or using agency.” The insurance coverage shall include extended coverage, and providing coverage for transit, with sub-limits sufficient to insure the full replacement value of the property or equipment removed from its site and while located away from its site until the date of final acceptance of the Work.

If higher limits are maintained by Contractor than shown above, the County shall be entitled to coverage for any additional insurance proceeds in excess of the specified minimum limits maintained by the Contractor.

(3) **Deductibles and Self-Insured Retentions**: Any deductibles or self-insured retentions must be declared to and approved by the County in writing so that the County may ensure the financial solvency of the Contractor; self-insured retentions should be included on the certificate of insurance.

(4) **Other Insurance Provisions**: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

(a) **General Liability, Automobile Liability and Umbrella Liability Coverage**.

(i) **Additional Insured Requirement**. The County and County’s elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually “Insured Party”
and collectively “Insured Parties”) shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

(ii) Primary Insurance Requirement. The Contractor’s insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor’s insurance and shall not contribute with it.

(iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(iv) Separate Coverage. Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(v) Defense Costs/Cross Liability. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.

(b) Workers’ Compensation Coverage: The insurer providing Workers’ Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.

c) All Coverages:
(i) **Notice Requirement.** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to the County. In addition, Contractor shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) **Starting and Ending Dates.** Policies shall have concurrent starting and ending dates.

(iii) **Incorporation of Indemnification Obligations.** Policies shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 7(O) of this Agreement.

(5) **Acceptability of Insurers:** The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurer(s) with an A.M. Best Policyholder’s rating of no less than “A-” and with a financial rating of Class VII or greater. The Contractor shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) **Verification of Coverage:** Contractor shall furnish to the County for County approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Contractor is specifically required to provide an endorsement naming the County as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Contractor’s insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. The County reserves the right to require complete, certified copies of all required insurance policies at any time. The Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) **Subcontractors:** Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by
such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

(8) **Claims-Made Policies:** Contractor shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.

(9) **Progress Payments:** The making of progress payments to the Contractor shall not be construed as relieving the Contractor or its subcontractor or insurance carriers from providing the coverage required in this Agreement.

Q. **Bonds.** In public works construction contracts valued at more than one hundred thousand dollars ($100,000.00) or road construction/maintenance contracts valued at five thousand dollars ($5,000.00) or more, or in any other instance where the County has elected to include such bond requirements as exhibits to this Agreement, the Contractor shall provide Performance and Payment bonds on the forms attached hereto as “Exhibits B.1 and B.2” and with a surety licensed to do business in Georgia and listed on the Treasury Department’s most current list (Circular 570 as amended). Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

R. **Assignment of Agreement.** The Contractor covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of the County. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them, and the County shall have no obligation to them.

S. **Employment of Unauthorized Aliens Prohibited – *E-Verify Affidavit.*** Pursuant to O.C.G.A. § 13-10-91, the County shall not enter into a contract for the physical performance of services unless:

(1) the Contractor shall provide evidence on County-provided forms, attached hereto as “Exhibits E.1 and E.2” (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and its subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue
to use the federal work authorization program throughout the contract period, or

(2) the Contractor provides evidence that it is not required to provide an affidavit because it is an individual licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in “Exhibit E.1”, and submitted such affidavit to County or provided the County with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further, Contractor hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event the Contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the Contractor agrees to secure from such subcontractor(s) attestation of the subcontractor’s compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor’s execution of the subcontractor affidavit, the form of which is attached hereto as “Exhibit E.2”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Contractor agrees to provide a completed copy to the County within five (5) business days of receipt from any subcontractor.

Where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall be authorized to conduct an inspection of the Contractor’s and Contractor’s subcontractors’ verification process at any time to determine that the verification was correct and complete. The Contractor and Contractor’s subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Contractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the County Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no County Contractor or Contractor’s subcontractors employ unauthorized aliens on County contracts. By entering into a contract with the County, the Contractor and Contractor’s subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where a Contractor or Contractor’s subcontractors are found to have employed an unauthorized alien, the County Manager or his/her designee may report same to the Department of Homeland Security. The Contractor’s failure to cooperate with the investigation may be sanctioned by termination of the contract, and the Contractor shall be liable for all damages and delays occasioned by the County thereby.

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Contractor agrees that the employee-number category designated below is applicable to the Contractor. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.]

____ 500 or more employees.
____ 100 or more employees.
____ Fewer than 100 employees.

Contractor hereby agrees that, in the event Contractor employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the Contractor will secure from the subcontractor(s) such subcontractor(s’) indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

T. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account ledgers, data bases, and similar materials relating to the Work performed for the County under this Agreement (“Records”) shall be established and maintained by the Contractor in accordance with applicable law and requirements prescribed by the County with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Contractor by County under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, the Contractor shall furnish to the County any and all Records in the form requested by the County. All
Records stored on a computer database must be of a format compatible with the County’s computer systems and software.

(3) **Audits and Inspections:** At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County or County’s representative(s) for examination all Records. The Contractor will permit the County or County’s representative(s) to audit, examine, and make excerpts or transcripts from such Records. Contractor shall provide proper facilities for County or County’s representative(s) to access and inspect the Records, or, at the request of the County, shall make the Records available for inspection at the County’s office. Further, Contractor shall permit the County or County’s representative(s) to observe and inspect any or all of Contractor’s facilities and activities during normal hours of business for the purpose of evaluating Contractor’s compliance with the terms of this Agreement. In such instances, the County or County’s representative(s) shall not interfere with or disrupt such activities.

U. **Confidentiality.** Contractor acknowledges that it may receive confidential information of the County and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, contractors, and/or staff to likewise protect such confidential information. The Contractor agrees that confidential information it receives or such reports, information, opinions, or conclusions that Contractor creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of the County. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of County information whether specifically deemed confidential or not.

Contractor acknowledges that the County’s disclosure of documentation is governed by Georgia’s Open Records Act, and Contractor further acknowledges that, if Contractor submits records containing trade secret information and if Contractor wishes to keep such records confidential, Contractor must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

V. **Licenses, Certifications and Permits.** The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits, or the like required of the Contractor by any and all national, state, regional, county or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement; provided that some permits or licenses related to the Project may be obtained as part of the Work and shall be obtained as required. The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for
proper execution and completion of the Work, which are customarily secured after execution of the Agreement and which are legally required. Contractor shall furnish copies of such permits, licenses, etc. to the County within ten (10) days after issuance.

W. **Key Personnel.** All of the individuals identified in “**Exhibit H**”, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor’s Project Manager or members of the Project team, as listed in “**Exhibit H**”, without written approval of the County. Contractor recognizes that the composition of this team was instrumental in the County’s decision to award the Work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the County’s consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Contractor’s obligations under this Agreement and shall be grounds for termination.

X. **Authority to Contract.** The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners, or similar authorities to simultaneously execute and bind Contractor to the terms of this Agreement, if applicable.

Y. **Ownership of Work.** All reports, designs, drawings, plans, specifications, schedules, work product, and other materials, including those in electronic form, prepared or in the process of being prepared for the Work to be performed by the Contractor (“Materials”) shall be the property of the County, and the County shall be entitled to full access and copies of all Materials in the form prescribed by the County. Any Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the Work shall be delivered immediately to the County whether or not the Project or Work is commenced or completed, provided, however, that Contractor may retain a copy of any deliverables for its records. The Contractor assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged, or destroyed before final delivery to the County, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to the County, and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

Z. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the Contractor agrees that, during performance of this Agreement, Contractor, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color,
Section 8. Covenants of the County

A. Right of Entry. County shall provide for right of entry for Contractor and Contractor’s equipment as required for Contractor to complete the Work; provided that Contractor shall not unreasonably encumber the Project site(s) with materials or equipment.

B. County’s Representative. ________________________________ shall be authorized to act on County’s behalf with respect to the Work as the County’s designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section 6 above.

Section 9. Final Project Documents; Warranty

A. Final Project Documents. Prior to final payment, Contractor shall deliver to County a written assignment of all warranties, guaranties, certificates, permits, and other documents, including without limitation, all contractors’ and manufacturers’ warranties. At such time, Contractor shall also deliver to the County copies of all as-built drawings, operations, and maintenance manuals, and any other pertinent documents relating to the construction and operation of the Work that is not otherwise in the possession of the County.

B. Warranty. The Contractor warrants to the County and the Contract Administrator that materials and equipment furnished under the Agreement will be of good quality and new, unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, is considered defective. This warranty excludes remedy for damage or defect caused by abuse by the County or modifications to the Work not executed by the Contractor or an employee/subcontractor/sub-subcontractor thereof.

Except as may be otherwise specified or agreed, the Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within ______ year(s) (the “Warranty Period”) from the date of Final Completion (as defined in “Exhibit G”, attached hereto and incorporated herein by reference) at no additional cost to the County. Further, Contractor shall provide all maintenance services, including parts and labor, for ______ year(s) (the “Maintenance Period”) from the date of Final Completion at no additional cost to the County. An inspection shall be conducted by the County or its representative(s) near the completion of the
respective Warranty Period/Maintenance Period to identify any issues that must be resolved by the Contractor. After the expiration of the Maintenance Period, County shall be responsible for repairing issues resulting from normal wear and tear and shall be responsible for general maintenance of the equipment; however, expiration of any Warranty Period or Maintenance Period shall not affect the Contractor’s continued liability under an implied warranty of merchantability and fitness. All warranties implied by law, including fitness for a particular purpose and suitability, are hereby preserved and shall apply in full force and effect beyond any Warranty Period or Maintenance Period. County may purchase additional maintenance services from the Contractor upon a written proposal for such services being executed by authorized representatives of both Parties, and upon execution, such proposal for additional services shall be incorporated herein by this reference.

Section 10. Termination

A. For Convenience. The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor at least seven (7) calendar days in advance of the termination date.

B. For Cause. The Contractor shall have no right to terminate this Agreement prior to completion of the Work, except in the event of County’s failure to pay the Contractor within thirty (30) calendar days of Contractor providing the County with notice of a delinquent payment and an opportunity to cure. The County may terminate this Agreement for cause as provided in Section 11 of this Agreement. The County shall give Contractor at least seven (7) calendar days’ written notice of its intent to terminate the Agreement for cause and the reasons therefor, and if Contractor, or its Surety, fails to cure the default within that period, the termination shall take place without further notice. The County shall then make alternative arrangements for completion of the Project.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in Section 4(A) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County.

D. Payment. Provided that no damages are due to the County for Contractor’s failure to perform in accordance with this Agreement, and except as otherwise provided herein, the County shall, upon termination for convenience or statutory termination, pay Contractor for Work performed prior to the date of termination in accordance with Section 5 herein. The County shall have no further liability to Contractor for such termination. At its sole discretion, the County may pay Contractor for additional value received as a result of Contractor’s efforts, but in no case shall said payment exceed any remaining unpaid portion of the Maximum Contract Price.

If this Agreement is terminated for cause, the County will make no further payment
to the Contractor or its Surety until the Project is completed and all costs of completing the Project are paid. If the unpaid balance of the amount due the Contractor, according to this Agreement, exceeds the cost of finishing the Project, County shall provide payment to the Contractor (or its Surety) for services rendered and expenses incurred prior to the termination date, provided that such payment shall not exceed the unpaid balance of the amount otherwise payable under this Agreement minus the cost of completing the Project. If the costs of completing the Project exceed the unpaid balance, the Contractor or its Surety shall pay the difference to the County.

E. **Assumption of Contracts.** The County reserves the right in termination for cause to take assignment of all contracts between the Contractor and its subcontractors, vendors, and suppliers. The County will promptly notify the Contractor of the contracts the County elects to assume. Upon receipt of such notice, the Contractor shall promptly take all steps necessary to effect such assignment.

F. **Conversion to Termination for Convenience.** If the County terminates this Agreement for cause and it is later determined that the County did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section 10(A) above.

G. **Requirements Upon Termination.** Upon termination, the Contractor shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible if requested to do so by the County, and not incur any new obligations, unless the County directs otherwise; and (2) promptly deliver to the County all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Agreement, whether completed or in process, in the form specified by the County.

H. **Reservation of Rights and Remedies.** The rights and remedies of the County and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

**Section 11. County’s Rights; Contractor Default**

A. **County Rights Related to the Work.**

(i) **County’s Right to Stop the Work.** If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, as required by the Contract Administrator, or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Contractor or any other person or entity. Such a stoppage of Work shall not extend the Expected Date of Final Completion of the Work.
(ii) County’s Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) calendar day period after receipt of written notice from the County to commence and/or continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including County’s expenses and compensation for the Architect/Engineer’s and/or Contract Administrator’s additional services (if any) made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

B. Contractor Default. For the purposes of this Agreement, Contractor shall be in default if any of the following occur during the Term of this Agreement: (a) a failure to fulfill in a timely and proper manner Contractor’s obligations under this Agreement; (b) Contractor violates any of the material provisions, agreements, representations or covenants of this Agreement or any applicable city, state, or federal laws, which do not fall within the force majeure provisions of this Agreement; (c) the Contractor becomes insolvent or unable to pay its debts as they mature, or makes an assignment for the benefit of creditors, or files a bankruptcy petition under the United States Bankruptcy Code; or (d) Contractor is the subject of a judgment or order for payment of money, which judgment or order exceeds $100,000 and is no longer subject to appeal or, in the opinion of the County, would be fruitless to appeal and where (i) such judgment or order shall continue un-discharged or unpaid for a period of thirty (30) calendar days, (ii) an insurer acceptable to the County has not acknowledged that such judgment or order is fully covered by a relevant policy of insurance, or (iii) the County is otherwise reasonably satisfied that such judgment or order is not likely to be satisfied or complied with within sixty (60) calendar days of its issuance.

In the event of Contractor’s default under this Agreement, the County shall send written notice to the Contractor setting forth the specific instances of the default and providing the Contractor with at least seven (7) calendar days to cure or otherwise remedy the default to the reasonable satisfaction of the County. If the default is not remedied during the stated cure period, then the County may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge the Contractor for the costs of curing the default against any sums due or which become due to the Contractor under this Agreement; and/or (c) pursue any other remedy then available, at law or in equity, to the County for such default.

Section 12. Construction Administration

If a Contract Administrator other than the County has been hired in relation to the Project, the Contract Administrator’s administration of the construction of the Project shall be as described in “Exhibit I”, attached hereto. The Contractor agrees to the construction administration
provisions contained in “Exhibit I.”

Section 13. Miscellaneous

A. Complete Agreement. This Agreement, including all of the Contract Documents, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement not contained in this Agreement or the Contract Documents shall be valid or binding. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

B. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Barrow County, Georgia or the U.S. District Court for the Northern District of Georgia – Gainesville Division, and Contractor submits to the jurisdiction and venue of such court.

C. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

D. Invalidity of Provisions; Severability. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared invalid.

E. Business License. Prior to commencement of the Work to be provided hereunder, Contractor shall apply to the County for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Contractor provides evidence that no such license is required.

F. Notices.

(1) Communications Relating to Day-to-Day Activities.

All communications relating to the day-to-day activities of the Work shall be exchanged between _________________ for the County and
(2) **Official Notices.**

All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when (1) personally delivered, or (2) on the third calendar day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent *via* national overnight commercial carrier to the Party at the addresses given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith:

**NOTICE TO COUNTY** shall be sent to:

Barrow County  
County Manager  
Barrow County Historic Courthouse  
30 N. Broad Street  
Winder, GA 30680

**NOTICE TO CONTRACTOR** shall be sent to:

____________________
____________________
____________________

G. **Waiver of Agreement.** No failure by the County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of the County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the County’s right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. **Survival.** All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, warranties, and insurance maintenance requirements.

I. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed to be a waiver of the County’s sovereign immunity or any individual’s qualified good faith or official immunities.
J. **No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of County’s elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the County or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor’s performance of services under this Agreement shall not subject Contractor’s individual employees, officers, or directors to any personal liability, except where Contractor is a sole proprietor. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or the County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

K. **Force Majeure.** Neither the County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

L. **Headings.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit, or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement.

M. **No Third Party Rights.** This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

N. **Successors and Assigns.** Subject to the provision of this Agreement regarding assignment, each Party binds itself, its partners, successors, assigns, and legal representatives to the other Party hereto, its partners, successors, assigns, and legal representatives with respect to all covenants, agreements, and obligations contained in the Contract Documents.

O. **Agreement Construction and Interpretation.** Contractor represents that it has reviewed and become familiar with this Agreement. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to
be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Contract Documents may omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

P. Material Condition. Each term of this Agreement is material, and Contractor’s breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the County at law or in equity.

Q. Use of Singular and Plural. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement effective as of the Effective Date first above written.

[SIGNATURES ON FOLLOWING PAGE]
CONTRACTOR: ________________

By: ________________________________

Print Name: ________________________________

Its:

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

____________________________________________

Print Name: ____________________________________

Its:          ______________________________________

((Assistant) Corporate Secretary if corporation)

BARROW COUNTY, GEORGIA

By: ________________________________

_______________, Chairman

[COUNTY SEAL]

Attest:

____________________________________________

Print Name: ________________________________

Its: County Clerk
“EXHIBIT A”

PROPOSAL DOCUMENTS FROM CONTRACTOR
“EXHIBITS B.1 AND B.2”

PAYMENT AND PERFORMANCE BONDS
“EXHIBIT B.1”

PERFORMANCE BOND

BARROW COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT ___________________________
(as CONTRACTOR, hereinafter referred to as the “Principal”), and _______________________
(as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held
and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the
“County”), for the use and benefit of the County, in the sum of ___________________________________________ Dollars ($________.__),
lawful money of the United States of America, for the payment of which the Principal and the
Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement
with the County for the construction of a project known as RFP2017-11 Historic Barrow County
Courthouse – Re-Roofing Project (Project # BL002) (hereinafter referred to as “the
PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter
referred to as the “CONTRACT”).

NOW THEREFORE, the conditions of this obligation are as follows:

1. That if the Principal shall fully and completely perform each and all of the terms, provisions
and requirements of the Contract, including and during the period of any warranties or
guarantees required thereunder, and all modifications, amendments, changes, deletions,
additions, and alterations thereto that may hereafter be made, and if the Principal and the
Contractor’s Surety shall indemnify and hold harmless the County from any and all losses,
liability and damages, claims, judgments, liens, costs and fees of every description,
including but not limited to, any damages for delay, which the County may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any and all of the terms, provisions, and requirements of the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto, and any warranties or guarantees required thereunder, then this obligation shall be void; otherwise to remain in full force and effect;

2. In the event of a failure of performance of the Contract by the Principal, which shall include, but not be limited to, any breach or default of the Contract:
   a. The Contractor’s Surety shall commence performance of its obligations and undertakings under this Bond no later than thirty (30) calendar days after written notice from the County to the Contractor’s Surety; and
   b. The means, method or procedure by which the Contractor’s Surety undertakes to perform its obligations under this Bond shall be subject to the advance written approval of the County.

The Contractor’s Surety hereby waives notice of any and all modifications, omissions, additions, changes, and advance payments or deferred payments 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, and advance payments or deferred payments. The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal. **IN WITNESS WHEREOF**, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers or attorneys-in-fact, as set forth below.
CONTRACTOR ("Principal"):  

______________________________________________  
By: __________________________ (signature)  
__________________________ (print)  
Title: ___________________________ (SEAL)  
Attest: ____________________________  
Date: ___________________________  

CONTRACTOR’S SURETY:  

______________________________________________  
By: __________________________ (signature)  
__________________________ (print)  
Title: ___________________________ (SEAL)  
Attest: ____________________________  
Date: ___________________________  

(ATTACH SURETY’S POWER OF ATTORNEY)
“EXHIBIT B.2”

PAYMENT BOND

BARROW COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT __________________________
(as CONTRACTOR, hereinafter referred to as the “Principal”), and _______________________
(as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held
and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the
“County”), for the use and benefit of any “Claimant,” as hereinafter defined, in the sum of
_______________________________________________________ Dollars ($_______.__),
lawful money of the United States of America, for the payment of which the Principal and the
Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written agreement
with the County for the construction of a project known as **RFP2017-11 Historic Barrow County
Courthouse – Re-Roofing Project (Project #BL002)** (hereinafter referred to as “the
PROJECT”), which agreement is incorporated herein by reference in its entirety (hereinafter
referred to as the “CONTRACT”).

NOW THEREFORE, the condition of this obligation is such that if the Principal shall
promptly make payment to any Claimant, as hereinafter defined, for all labor, services, and
materials used or reasonably required for use in the performance of the Contract, then this
obligation shall be void; otherwise to remain in full force and effect.

A “Claimant” shall be defined herein as any Subcontractor, person, Party, partnership,
corporation, or other 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 the Contract with the Principal or any Subcontractor performing Work on the Project.

In the event of any claim made by the Claimant against the County, or the filing of a Lien against the property of the County affected by the Contract, the Contractor’s Surety shall either settle or resolve the Claim and shall remove any such Lien by bond or otherwise as provided in the Contract.

The Parties further expressly agree that any action on this Bond may be brought within the time allowed by Georgia law for suit on contracts under seal.

IN WITNESS WHEREOF, the Principal and Contractor’s Surety have hereunto affixed their corporate seals and caused this obligation to be signed by their duly authorized officers, as set forth below.

[SIGNATURES ON FOLLOWING PAGE]
CONTRACTOR:

____________________________

By:   __________________________ (signature)

__________________________ (printed)

Title:  __________________________ (SEAL)

Date: __________________________

Attest:

____________________________ (signature)

_________________________ (printed)

Title: _________________

Date:__________________

CONTRACTOR’S SURETY:

_________________________

By:  _________________________ (signature)

_________________________ (printed)

Title: _________________________ (SEAL)

Date:  __________________________

Attest:

____________________________ (signature)

_________________________ (printed)

Title: ________________

Date:_________________

(ATTACH SURETY’S POWER OF ATTORNEY)
STATE OF ________________
COUNTY OF ________________

________________________________________, being first duly sworn, deposes and says that:

(1) He is ___________________________(Owner, Partner, Officer, Representative, or Agent) of
_________________________ (the “_____________” (Proposer/Bidder)) that has submitted the
attached ________ (Proposal/Bid);

(2) He is fully informed respecting the preparation and contents of the attached ________
(Proposal/Bid) and of all pertinent circumstances respecting such ________ (Proposal/Bid);

(3) Such ________ (Proposal/Bid) is genuine and is not a collusive of sham ________
(Proposal/Bid);

(4) Neither the said ________ (Proposer/Bidder) nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, included in this affidavit, has in any way colluded,
conspired, connived, or agreed, directly or indirectly, with any other ________ (Proposer/Bidder), firm or
person to submit a collusive or sham ________ (Proposal/Bid) in connection with the Contract for which
the attached ________ (Proposal/Bid) has been submitted or to refrain from ________
(proposing/bidding) in connection with such Contract, or has in any manner, directly or indirectly, sought
by agreement or collusion or communication or conference with any other ________
(Proposer/Bidder), firm or person to fix the price or prices in the attached ________ (Proposal/Bid) or
of any other ________ (Proposer/Bidder), or to fix any overhead, profit or cost element of the
_____________ (Proposal/Bid) price of any other __________________ (Proposer/Bidder) or to secure
through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Barrow
County or any person interested in the proposed Contract; and,

(5) The price or prices quoted in the attached ________ (Proposal/Bid) are fair and proper and
are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
_____________ (Proposer/Bidder) or any of its agents, representatives, owners, employees, or parties in
interest, including this Affiant.

(6) ________ (Proposer/Bidder) has not directly or indirectly violated any law, ordinance or
regulation related to the ________ (Proposal/Bid).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or
Agent

SUBSCRIBED AND SWTORN BEFORE
ME ON THIS THE _______ DAY OF
________, 20__.

Notary Public

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT D”

FINAL AFFIDAVIT

STATE OF __________________
COUNTY OF ________________

TO BARROW COUNTY, GEORGIA

I, _______________________________, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanics, and laborers employed by ______________________ or any of its subcontractors in connection with the construction of __________________________ for Barrow County, Georgia have been paid and satisfied in full as of ______________, 20_____, and that there are no outstanding obligations or claims of any kind for the payment of which Barrow County, Georgia 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

[NOTARY SEAL]

My Commission Expires
“EXHIBIT E.1”

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF __________________
COUNTY OF __________________

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

_______________________________________

Date of Authorization

_______________________________________

Name of Contractor

_______________________________________

Name of Project

Barrow County, Georgia

Name of Public Employer

_______________________________________

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ________ , 20___ in _________ (city), __________ (state).

_______________________________________

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _______ DAY OF ________, 20____.

_______________________________________

Notary Public

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT E.2”

SUBCONTRACTOR AFFIDAVIT

STATE OF ______________
COUNTY OF ______________

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with ______________ (name of contractor) on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
_________________________________

Date of Authorization
_________________________________

Name of Subcontractor
_________________________________

Name of Project
_________________________________

Barrow County, Georgia
Name of Public Employer
_________________________________

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ______ ___, 201__ in _____(city), ______(state).

Signature of Authorized Officer or Agent
_________________________________

Printed Name and Title of Authorized Officer or Agent
_________________________________

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF
________________, 201__.

NOTARY PUBLIC
[NOTARY SEAL]

My Commission Expires:
“EXHIBIT F”

PLANS, DRAWINGS AND SPECIFICATIONS

Plans, drawings and specifications (a true and correct copy of which has been provided to Contractor as included in the RFP maintained on file with the County Purchasing Department), with any modifications (if issued), attached hereto as “Exhibit F”.

[Signature]
“EXHIBIT G”

ADDITIONAL PAYMENT TERMS

A. Defined Terms. Terms used in this Agreement shall have their ordinary meaning, unless otherwise defined below or elsewhere in the Contract Documents.

(i) “Substantial Completion” means when the Work or designated portion thereof is complete in accordance with the Contract Documents so that any remaining Work includes only (1) Minor Items that can be completed or corrected within the following thirty (30) calendar days, (2) Permitted Incomplete Work that will be completed by the date agreed upon by the Parties, and (3) any Warranty Work. Substantial Completion shall require complete operation of all applicable building systems including, but not limited to, mechanical, electrical, plumbing, fire protection, fire alarm, telecom, data, security, elevators, life safety, and accessibility (if any).

(ii) “Minor Item” means a portion or element of the Work that can be totally complete within thirty (30) calendar days.

(iii) “Permitted Incomplete Work” means Work that is incomplete through no fault of the Contractor, as determined by the County in its sole discretion.

(iv) “Final Completion” means when the Work has been completed in accordance with terms and conditions of the Contract Documents.

B. Payment for Work Completed and Costs Incurred. County agrees to pay the Contractor for the Work performed and costs incurred by Contractor upon certification by the Contract Administrator and the County that the Work was actually performed and costs actually incurred in accordance with this Agreement. Payment shall be based on the value of the Work completed, as provided in the Contract Documents, plus the value of materials and equipment suitably stored, insured, and protected at the construction site, and, only if approved in writing by the County (which approval shall be given at the sole discretion of the County), such materials and equipment suitably stored, insured, and protected off site at a location approved by the County in writing, less retainage (as described below). Compensation for Work performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the County of invoices setting forth in detail the Work performed and costs incurred, along with all supporting documents required by the Contract Documents or requested by the County to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Each invoice shall be accompanied by an Interim Waiver and Release upon Payment (or a Waiver and Release upon final payment in the case of the invoice for final payment) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.
The County shall pay the Contractor within thirty (30) calendar days after approval of the invoice by County staff, less any retainage as described in Section D below. No payments will be made for unauthorized work. Payment will be sent to the designated address by U.S. Mail only; payment will not be hand-delivered, though the Contractor may arrange to pick up payments directly from the County or may make written requests for the County to deliver payments to the Contractor by Federal Express delivery at the Contractor’s expense.

C. Evaluation of Payment Requests. The Contract Administrator will evaluate the Contractor’s applications for payment and will either issue to the County a Certificate for Payment (with a copy of the Contractor’s application for payment) for such amount as the Contract Administrator determines is properly due, or notify the Contractor and County in writing of the Contract Administrator’s reasons for withholding certification in whole or in part. The Contract Administrator may reject Work that does not conform to the Contract Documents and may withhold a Certificate of Payment in whole or in part, to the extent reasonably necessary to protect the County. When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

Even following a Certificate of Payment, the County shall have the right to refuse payment of any invoice or part thereof that is not properly supported, or where requests for payment for Work or costs are in excess of the actual Work performed or costs incurred, or where the Work product provided is unacceptable or not in conformity with the Contract Documents, as determined by the County in its sole discretion. The County shall pay each such invoice or portion thereof as approved, provided that neither the approval or payment of any such invoice, nor partial or entire use or occupancy of the Project by the County, shall be considered to be evidence of performance by the Contractor to the point indicated by such invoice, or of receipt or acceptance by the County of Work covered by such invoice, where such work is not in accordance with the Contract Documents.

D. Final Payment and Retainage. The County and Contractor shall comply with the provisions of O.C.G.A. § 13-10-80. The Contractor through each invoice may request payment of no more than ninety percent (90%) of that portion of the Work completed during the term covered by such invoice until fifty percent (50%) of the Maximum Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County. Payment for the remaining ten percent (10%) of Work completed and covered by such invoices shall be retained by the County until Substantial Completion. Once fifty percent (50%) of the Maximum Contract Price, as may be adjusted, is due and the manner of completion of the Work and its progress are reasonably satisfactory to the County, no additional retainage shall be withheld, except as provided below. All amounts retained by the County shall be held as a lump sum until Substantial Completion of the Work, regardless of earlier completion of individual component(s) of the Work; provided, however, that, at the discretion of the County and with the written approval of the Contractor, the retainage of each subcontractor may be released separately as the subcontractor completes his or her work.

If, after discontinuing the retention, the County determines that the Work is unsatisfactory
or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the County, the Contractor and subcontractors shall be entitled to resume withholding retainage accordingly. At Substantial Completion of the Work and as the Contract Administrator determines the Work to be reasonably satisfactory, the County shall, within thirty (30) days after the invoice and other appropriate documentation as may be required by the Contract Documents are provided to the County, pay the retainage to the Contractor. If at that time there are any remaining incomplete Minor Items or Permitted Incomplete Work, an amount equal to 200 percent of the value of each Minor Item or Permitted Incomplete Work, as determined by the Contract Administrator in its sole discretion, shall be withheld until such item, items or work are completed. The reduced retainage shall be shared by the Contractor and subcontractors as their interests may appear.

The Contractor shall, within ten (10) days from its receipt of retainage from the County, pass through payments to subcontractors and shall reduce each subcontractor’s retainage in the same manner as the Contractor’s retainage is reduced by the County; provided, however, that the value of each subcontractor’s work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the subcontractor is proceeding satisfactorily and the subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the Contractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond. The subcontractor shall, within ten (10) days from the subcontractor’s receipt of retainage from the Contractor, pass through payments to lower tier subcontractors and shall reduce each lower tier subcontractor’s retainage in the same manner as the subcontractor’s retainage is reduced by the Contractor; provided, however, that the value of each lower tier subcontractor’s work complete and in place equals fifty percent (50%) of his or her subcontract value, including approved Change Orders and other additions to the subcontract value; provided, further, that the work of the lower tier subcontractor is proceeding satisfactorily and the lower tier subcontractor has provided or provides such satisfactory reasonable assurances of continued performance and financial responsibility to complete his or her work including any warranty work as the subcontractor in his or her reasonable discretion may require, including, but not limited to, a payment and performance bond.

Final payment of any retained amounts to the Contractor shall be made after certification by the Contract Administrator that the Work has been satisfactorily completed and is accepted in accordance with the Agreement and Contract Documents.

Neither final payment nor any remaining retainage shall become due until the Contractor submits to the Contract Administrator (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County or County property might be responsible or encumbered (less amounts withheld by County) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance, required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least thirty (30) calendar days prior written
notice has been given to the County; (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) a release or waiver of liens, claims, security interests, and encumbrances by all subcontractors and material suppliers, and (6), if required by the County, other data establishing payment or satisfaction of obligations, such as receipts, to the extent and in such form as may be designated by the County. If a subcontractor or material supplier refuses to furnish a release or waiver as required by the County, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the County all money that the County may be compelled to pay in discharging such lien, including all costs and reasonable attorneys’ fees.

Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee, except those claims previously made in writing and identified by that payee as unsettled at the time of final application for payment.
The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

<table>
<thead>
<tr>
<th>Individual</th>
<th>Position</th>
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<td>____________,</td>
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<td>Project Manager</td>
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“EXHIBIT I”

CONTRACT ADMINISTRATION PROVISIONS

The Project has been designed by Carter Watkins Associates Architects, Inc. (hereinafter referred to as the “Architect”). The Architect will have authority to act on behalf of the County only to the extent provided in the Contract Documents, unless otherwise modified in accordance with the provisions of this Agreement. The Architect shall be the Contract Administrator for this Agreement.

A. Communications. Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, the County and the Contractor shall endeavor to communicate with each other through the Contract Administrator about matters arising out of or relating to the Agreement. The Contract Administrator’s decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

B. Submittals. The Contract Administrator will review and approve or take other appropriate action upon the Contractor’s submittals, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

C. Contractor Responsibilities Unchanged. THE DUTIES, OBLIGATIONS, AND RESPONSIBILITIES OF THE CONTRACTOR UNDER THIS AGREEMENT SHALL IN NO MANNER WHATSOEVER BE CHANGED, ALTERED, DISCHARGED, RELEASED, OR SATISFIED BY ANY DUTY, OBLIGATION, OR RESPONSIBILITY OF THE CONTRACT ADMINISTRATOR, ARCHITECT, ENGINEER OR ANY OTHER PARTY HIRED BY THE COUNTY. THE CONTRACTOR IS NOT A THIRD-PARTY BENEFICIARY OF ANY AGREEMENT BY AND BETWEEN THE COUNTY AND ANY OTHER PARTY. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT THE DUTIES OF THE CONTRACTOR TO THE COUNTY ARE INDEPENDENT OF, AND ARE NOT DIMINISHED BY, ANY DUTIES OF THE CONTRACT ADMINISTRATOR, ARCHITECT, ENGINEER OR ANY OTHER PARTY TO THE COUNTY.
“EXHIBIT J”

GENERAL CONDITIONS

Please refer to the Project Manual, Specifications and Scope of Work attached hereto of otherwise incorporated herein.
“EXHIBIT K”

SUPPLEMENTARY CONDITIONS

(Not Applicable to this Agreement)
“EXHIBIT L”

NOTICE OF AWARD
COUNTY OF BARROW

STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations;

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protection and preserving the public health, safety and welfare of the population of the unincorporated areas of the County;

WHEREAS, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

WHEREAS, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;
WHEREAS, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

WHEREAS, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

WHEREAS, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

WHEREAS, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

WHEREAS, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote and enforce standards of ethical conduct for all of Barrow County's officers and employees; and

WHEREAS, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;
NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF

COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

This Ordinance shall be known as "The Barrow County Ethics Ordinance," and may be
Cited and referred to as such.

Section Two. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their
derivations shall have the meaning provided herein. When no inconsistent with the context,
words used in the present tense include the future, words in the plural number included the
singular number and words in the singular number include the plural number.

(A) "Board" means the Barrow County Board of Commissioners.

(B) "Board of Ethics" means the Barrow County Board of Ethics as formed and
described herein.

(C) "Business Entity" means any business of whatever nature regardless of how
designated or formed, whether a sole proprietorship, partnership, joint venture,
association, trust, corporation, limited liability company, or any other type of
business enterprise and whether a person acting on behalf of, or as a
representative or agent of, the business entity.

(D) "Confidential Information" means any information that, by law or practice, is not
reasonably available to the public.

(E) "County Official" means the Barrow County Board of Commissioners, any
member

of a board, commission or authority appointed by the Board, the Chief of
Operations or his/her equivalent and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(F) "Employee" means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(G) "Family" means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.

(H) "Interest" means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:

(1) His or her family;

(2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;

(3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is
controlled or owned directly or indirectly by the county official or employee.

(I) "Official Act" or "Official Duties" means any legislative, administrative, appointive or discretionary act of any County Official or Employee of the County or any agency, board, authority or commission thereof.

ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY AND FOR EMPLOYEES

This Article Two is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall;

**Section One.**

Put loyalty to the highest moral principles and to country above loyalty to person, party, or government department.

**Section Two.**

Uphold the Constitution, laws and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.

**Section Three.**

Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.

**Section Four.**

Seek to find and employ more efficient and economical ways of getting tasks accomplished.
Section Five

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

Section Six

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

Section Seven.

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Eight.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Nine.

Expose corruption wherever discovered.

Section Ten.

Uphold these principles, ever conscious that public office is a public trust.

ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND DEPARTMENT DIRECTORS

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A.§ 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:
Section One.

Uphold the Constitution, laws and regulations of the United States, the State of Georgia, the County of Barrow and all governments therein and never be a party to their evasion.

Section Two.

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

Section Three.

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Four.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Five.

Expose corruption wherever discovered.

Section Six.

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality or services from any person, association or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member's official duties.

Section Seven.

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.
Section Eight.

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

Section Nine.

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above and all such provisions shall be read and interpreted in accordance therewith.

Section One. Compliance with Applicable Law.

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

Section Two. Conflict of Interest Transactions.

(A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be affected directly by his or her official act or action or by official acts or actions of
the County, which the County Official or Employee has a reasonable opportunity to influence, except consistent with the disclosure and abstention provisions set forth herein.

(B) Barrow County shall not enter into any contract involving services or property with a County Official or Employee or with a business entity in which the County Official or an Employee has an interest. Provided that the disclosure and abstention provisions set forth herein are followed, this paragraph shall not apply to the following:

1. The designation of a bank or trust company as a depository for county funds;
2. The borrowing of funds from any bank or lending institution which offers competitive rates for such loans;
3. Contracts entered into with a business which employs a consultant, provided that the consultant’s employment with the business is not incompatible with this Ordinance;
4. Contracts for services entered into with a business which is the only available source for such goods or services; and
5. Contracts entered into under circumstances that constitute and emergency situation, provided that a record explaining the emergency is prepared by the Board and submitted to the Chief of Operations (or his/her equivalent) to be kept on file.
Section Three. Financial Disclosures.

Financial disclosures shall be governed by federal and state law as it may be amended from time to time and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

Section Four. Zoning Application Disclosures.

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A.§ 36-67A-1, et seq., as it may be amended from time to time.

Section Five. Disclosures Related to Submission of Bids or Proposals for County Work or Contract.

Persons submitting bids or proposals for county work who have contributed $250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

Section Six. Withholding of Information.

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County's boards, agencies, authorities or departments.

Section Seven. Incompatible Service.

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless
otherwise permitted by law and unless public disclosure is made.

Section Eight. Unauthorized Use of Public Property.

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles and equipment, including but not limited to computers, pagers and cellular telephones, materials or property for personal convenience or profit.

Section Nine. Political Recrimination and Activity.

(A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official's daily county business.

(B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party or cause. No employee shall be hired, promoted, favored or discriminated against with respect to employments because of his or her political opinions or affiliations.

(1) Seeking elective office. A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a
request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

(2) **Political campaign involvement.** A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.

(3) **Solicitation of contributions.** A government employee may not knowingly solicit, accept or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

**Section Ten. Appearance Before County Entities.**

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.
Section Eleven.  **Timely Payment of Debts to the County and Fiscal Responsibility.**

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

Section Twelve.  **Solicitation or Acceptance of Gifts.**

(A) County Officials and employees shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

(B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:

(1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.

(2) An occasional gift from a single source of $101.00 or less in any calendar year.

(3) Ceremonial gifts or awards.
(4) Gifts of advertising value only or promotional items generally distributed
    To public officials.

(5) Awards presented in recognition of public service.

(6) Reasonable expenses of food, travel, lodging and scheduled entertainment
    for a meeting that is given in return for participation in a panel or speaking
    engagement at the meeting.

(7) Courtesy tickets or free admission extended for an event as a courtesy or
    for ceremonial purposes, given on an occasional basis and not to include
    season tickets of any nature.

(8) Gifts from relatives or members of the County Official or Employee's
    household.

(9) Honorariums or awards for professional achievement.

(10) Courtesy tickets or free admission to educational seminars, educational or
    information conventions or other similar events.

Section Thirteen. Disclosure of Interest.

Any member of the Board who has a financial or personal interest in any proposed
legislation or action before the Board shall immediately disclose publicly the nature and extent
of such interest.

Any other County Official or Employee who has a financial or personal interest in any
proposed legislation or action before the Board and who participates in discussion with or
gives an official opinion or recommendation to the Board in connection with such proposed
legislation or action shall disclose publicly the nature and extent of such interest.
Section Fourteen. Abstention to Avoid Conflicts of Interest.

(A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.

(B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.

(C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

(A) One appointee by the Board of Directors of the Barrow County Chamber of Commerce.

(B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee:
(C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on The effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;

(D) One appointee of the Barrow County Personnel Review Board; and

(E) One appointee of the Barrow County Board of Commissioners, which appointee shall be selected by a majority vote of the Board of Commissioners.

Section Two. Appointment Procedures.

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made
In the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

Section Three. Qualifications of Members of Board of Ethics.

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

(A) Resides in the County and is a registered voter;

(B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment or be the spouse, parent, child or sibling of an Employee or County Official;

(C) Is not an officer or employee of any political party;

(D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

Section Four. Terms; Vacancies.

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this
Article shall serve an initial full two-year term and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

**Section Five. Removal of Member.**

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

**Section Six. Organization and Internal Operating Regulations.**

(A) Members of the Board of Ethics shall not be compensated.

(B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification or vacancy.

(C) There shall be no regularly scheduled monthly or bimonthly meetings of the
Board of Ethics, however, the Board of Ethics shall meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. Meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the open meetings requirements under state law.

(D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.

(E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

Section Seven. Duties and Powers.

The Board of Ethics shall have the following duties and powers:

(A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and regulations do not conflict with any provision contained herein.

(B) To receive and hear complaints of violations of standards required by this Ordinance.

(C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after a least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.

(D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.
(E) To perform any other function authorized by this Ordinance.

(F) To issue advisory opinions as provided in this Ordinance.

Section Eight. Staffing and Expenses.

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics to publish notices of all meetings upon request of the Board of Ethics' Chairperson and to serve as the recording clerk for the Board of Ethics.

Section Nine. Counsel.

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

Section Ten. Adherence to the Ethics Ordinance.

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.
Section Eleven. Prohibition Against Certain Conflicting Political Activity.

(A) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

(1) "Member of the Board of Ethics" means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.

(2) "Political Party" means a national political party, a state political party, a political action committee, and/or any affiliated organization.

(3) "Election" includes a primary, special and general election.

(4) "Nonpartisan Election" means:

(a) An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and

(b) An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character

(5) "Partisan" when used as an adjective, refers to a political party.

(6) "Political Fund" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or
anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee or other entity.

(7) "Contribution" means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise.

(B) Permissible Activities. All members of the Board of Ethics are free to engage in political activity to the widest extent consistent with the restrictions imposed in this Section, which restrictions are imposed for the sole purpose of ensuring neutrality and the appearance of neutrality of the Board of Ethics. Each member of the Board of Ethics retains the right to:

(1) Register and vote in any election;

(2) Participate in the nonpartisan activities of a civic, community, social, labor, or professional organization or of a similar organization;

(3) Be a member of a political party or other political organization and participate in its activities to the extent consistent with law;

(4) Attend a political convention, rally, fundraising function, or other political gathering;

(5) Sign a political petition as an individual;

(6) Make a financial contribution to a political party or organization;

(7) Take an active part, as a candidate or in support of a candidate, in a
nonpartisan election;

(8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;

(9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and

(10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

(C) Prohibited Activities.

(1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.

(2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:

(a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;

(b) Organize or reorganize a political party organization or political club;

(c) Directly or indirectly solicit, receive, collect, handle, disburse, or
account for assessments, contributions or other funds for a partisan political purpose;

(d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;

(e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;

(f) Become a candidate for, or campaign for, an elective public office in a partisan election;

(g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;

(h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;

(i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;

(j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;

(k) Serve as a delegate, alternate or proxy to a political party convention;

(l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan
candidate for public office or political party office;

(m) Initiate or circulate a partisan nominating position.

(3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of ethics connected with a nonpartisan election or a nonpartisan issue of any type.

Section Twelve. Limitation of Liability.

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics and any person acting under the direction of the Board of Ethics.

Section Thirteen. Advisory Opinion.

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official's or Employee's conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law and the opinions of the Ethics Board shall be made available to the public.

Section Fourteen. Complaints.

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:
(A) Any person may file a complaint alleging a violation of any of the provisions of This Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s). The person filing the complaint shall verify the complaint by his or her signature thereon. A complaint must be filed within six (6) months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure within six (6) months of the date the alleged violation should have been discovered after due diligence. In the event the Board of Ethics makes an initial determination that a complaint is technically deficient, the Board of Ethics shall submit a list of deficiencies to the complainant and offer the complainant the opportunity to correct the deficiencies within seven (7) days prior to the complaint being dismissed for technical deficiencies.

(B) Upon receipt of a complaint alleging misconduct, the County Official or Employee against whom the complaint was filed may reply to the complaint within thirty (30) days, unless such time for reply is extended by the Board of Ethics upon good cause shown. The response of the County Official or Employee must be supported by affidavits based on personal knowledge, must set forth such facts as would be admissible in evidence and must show
affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s).

(C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.

(D) If the Board of Ethics determines that specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.

(E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.

(F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems
Necessary to fulfill its obligations under this Ordinance.

**Section Fifteen. Disciplinary Action.**

(A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

1. Written warning or reprimand;
2. Suspension without pay;
3. Termination of employment; and
4. Repayment to the County of any unjust enrichment.

(B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

1. Written warning, censure or reprimand;
2. Removal from office to the extent provided by Georgia law; and
3. Repayment to the County of any unjust enrichment.

(C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought with ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The Court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the
issuance of bonds, notes or other evidence of public obligation under this
Ordinance.

(D) In addition to any other remedy provided herein, upon determination of a
Violation of this Ordinance, the Board of Ethics may recommend to the Board of
Commissioners in writing that any contract, bid or change order that was the
Subject of the violation should be cancelled or rescinded. The Board of
Commissioners, however, shall retain the discretion to determine whether such a
Cancellation or rescission would be in the best interest of the County and shall
not be bound in any way by a recommendation of the Board of Ethics.

(E) The Ethics Board may also forward its findings of fact and conclusions of law to
the Barrow County District Attorney’s Office and/or the Office of the Governor
for appropriate action.

Section Sixteen. Judicial review.

(A) Any party against whom a decision of the Board of Ethics is rendered may
obtain judicial review of the decision by writ of certiorari to the superior court
of the County. The application for the writ must be filed within thirty (30) days
from the date of the written decision. Judicial review shall be based upon the
record. No party shall be entitled to a de novo appeal.

(B) Upon failure to timely request judicial review of the decision by writ of
certiorari as provided in this section, the decision shall be binding and final
upon all parties.

(C) The appellate rights afforded hereunder shall be in lieu of any right to appeal
an adverse employment action under the Barrow County Civil Service
System, to the extent the County Official or employee may be subject to the Civil Service System.

ARTICLE SIX: MISCELLANEOUS

Section One. Severability.

If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Two. Repealer

All laws, resolution, or ordinances or parts thereof that conflict with the provisions of this Ordinance are repealed.

Section Three. Effective Date.

The effective date of this Ordinance shall be July 1, 2004.

AMENDED:

Article Five, Section 1, Subparagraph (A) January 25, 2005

Article Five, Section 6, Subparagraph (C) January 8, 2008