To: Parties Interested In RFP2017-15
From: Cindy Clack
Date: 5/17/2017
Re: RFP2017-15 Kitchen Floor Renovation Project – Barrow County Jail (Project #JL002)

RFP2017-15 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 as called for in the RFP.

Thank you.
REQUEST FOR PROPOSALS
RFP2017-15

KITCHEN FLOOR RENOVATION PROJECT
BARROW COUNTY JAIL
(PROJECT #JL002)

BARROW COUNTY, GEORGIA
MAY 17, 2017

DATE OF OPENING: JUNE 15, 2017
REQUEST FOR PROPOSALS

KITCHEN FLOOR RENOVATION PROJECT– BARROW COUNTY JAIL
BARROW COUNTY BOARD OF COMMISSIONERS

Date: May 17, 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 review for a Kitchen Floor Renovation Project at the Barrow County Jail (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 to provide a Kitchen Floor Renovation Project per the attached Project Manual specifications and drawings for the Barrow County Jail at 652 Barrow Park Drive Winder, Ga. 30680. You are invited to submit a response for this requirement.

OBJECTIVE: The Project objective is to perform demolition of the existing quarry tile and grout base on the jail kitchen floor and to install a new kitchen floor, cove base and wall coating in the scullery per the requirements of the plans and specifications.

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 75 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 will be accepted.

RIGHT TO SUBMITTED MATERIALS: All responses, inquires, 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 single 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 June 7, 2017 at 12:00pm. All questions submitted by this date will be answered and posted as an addendum on the website www.barrowga.org.

PRE-PROPOSAL CONFERENCE: A Mandatory Pre-Proposal Conference will be conducted Friday, June 2, 2017 at 10:00am at the Barrow County Detention Center at 652 Barrow Park Drive Winder, Ga. 30680. Please enter the facility at the Detention Center entrance on the right side of the facility (drive past the front steps of the Courthouse and turn left and park in the lot just in front of the Detention Center entrance). Failure to attend this mandatory conference disqualifies you from submitting a proposal. NO EXCEPTIONS!
EVENTS: The following dates and times apply to this RFP:

1. Issue Request for Proposal ---------------------------May 17, 2017
2. Mandatory Pre-Proposal Conference----------------June 2, 2017 (10:00 AM)
3. Deadline for Questions ------------------------------- June 7, 2017 (12:00 Noon)
4. Proposal Due Date -------------------------------------June 15, 2017 (12:00 Noon)
5. Proposal Opening --------------------------------------June 15, 2017 (2:00 PM)
6. Selection Recommendation to BOC ---------------- June 27, 2017
7. Award of Agreement if Approved------------------- June 27, 2017

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 “RFP2017-15 Kitchen Floor Renovation Project – Barrow County Jail (Project #JL002)”. 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 “RFP2017-15 Kitchen Floor Renovation Project – Barrow County Jail (Project #JL002)”. 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
Danielle Austin, County 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, June 15, 2017. Proposals will be opened in the Second Floor Commission Meeting Room at the above address at 2:00 p.m. on June 15, 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 and four (4) 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 and drawings.
- **Pricing** – Use the attached “Kitchen Floor Renovation Project – Barrow County Jail” Proposal Form in submitting pricing.
- **Bid Bond** – Use the attached Bid Bond document.
- **Optional Information** -- If any not covered above that the Contractor deems relevant.

- **Construction Agreement:** *All submitting contractors are required to execute the Construction Agreement included in this package to indicate the willingness to comply with all terms of the Construction Agreement and to submit the executed Construction Agreement with the bid.* Upon award of the Project to the winning contractor, the County will execute the Construction Agreement. Please be advised that the contractor’s execution of the Construction 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 Construction Agreement. *Exhibits C, E.1, E.2 & H to the Construction Agreement must be executed and submitted with the Construction Agreement.*
Services Agreement (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 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 (106 Pages)
- Drawings (2 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)
PROJECT MANUAL
FOR
CONSTRUCTION DOCUMENTS

Project:

BARROW COUNTY JAIL
KITCHEN FLOOR RENOVATION
652 Barrow Park Drive, NW
Winder, Georgia 30680

Owner:

Barrow County Board of Commissioners
Historic Courthouse
30 North Broad Street
Winder, Georgia 30680

Architect:

ROSSER INTERNATIONAL, INC.
Two Peachtree Pointe
1555 Peachtree Street, NE, Suite 800
Atlanta, Georgia 30309
(404) 876-3800

May 4, 2017
PROCUREMENT AND CONTRACTING DOCUMENTS GROUP

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

SPECIFICATIONS GROUP

INTRODUCTORY INFORMATION

000001 Project Title Page
000110 Table of Contents

BIDDING REQUIREMENTS & CONTRACTING REQUIREMENTS
(PROVIDED BY BARROW COUNTY IN SEPARATE DOCUMENT, AS APPLICABLE)

CONSTRUCTION PRODUCTS AND ACTIVITIES

Division Requirements Subgroup

DIVISION 01 - GENERAL REQUIREMENTS

011000 Summary
012300 Alternates
012600 Contract Modification Procedures
012900 Payment Procedures
013113 Project Coordination
013200 Construction Progress Documentation
013235 Pre-Construction Video Documentation
013300 Submittal Procedures
013510 Request For Information (RFI) Procedures
014000 Quality Requirements
014200 References
015000 Temporary Facilities and Controls
016000 Product Requirements
016350 Substitutions of Products During Bidding
017300 Execution Requirements
017329 Cutting and Patching
017423 Final Cleaning
017720 Project Closeout
017823 Operation and Maintenance Data
017836 Warranties
017839 Project Record Documents
Facility Construction Subgroup

DIVISION 02 - EXISTING CONDITIONS (NOT USED)
DIVISION 03 – CONCRETE (NOT USED)
DIVISION 04 – MASONRY (NOT USED)
DIVISION 05 – METALS (NOT USED)
DIVISION 06 - WOOD, PLASTICS, AND COMPOSITES (NOT USED)
DIVISION 07 - THERMAL AND MOISTURE PROTECTION (NOT USED)
DIVISION 08 – OPENINGS (NOT USED)

DIVISION 09 – FINISHES
096725 Seamless Flooring
099656 Epoxy Paint Coating System

DIVISION 10 – SPECIALTIES (NOT USED)
DIVISION 11 – EQUIPMENT (NOT USED)
DIVISION 12 – FURNISHINGS (NOT USED)
DIVISION 13 - SPECIAL CONSTRUCTION (NOT USED)
DIVISION 14 - CONVEYING EQUIPMENT (NOT USED)
DIVISION 21 - FIRE SUPPRESSION (NOT USED)
DIVISION 22 – PLUMBING (NOT USED)
DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING (NOT USED)
DIVISION 26 – ELECTRICAL (NOT USED)
DIVISION 27 – COMMUNICATIONS (NOT USED)
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY (NOT USED)

Site and Infrastructure Subgroup

DIVISION 31 – EARTHWORK (NOT USED)
DIVISION 32 - EXTERIOR IMPROVEMENTS (NOT USED)
DIVISION 33 – UTILITIES (NOT USED)

END OF SECTION
SECTION 011000
SUMMARY

PART 1 - GENERAL

1.1 SECTION SUMMARY

A. Section includes the following:
   1. Definitions.
   2. Project information.
   3. Summary of the project.
   4. Use of site.
   5. Specification formats and conventions.

B. This section has no force or effect on the Contract.

1.2 DEFINITIONS

A. General Definitions:
   1. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
   2. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
   3. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
   4. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
   5. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
   6. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
   7. "Provide": Furnish and install, complete and ready for the intended use.
   8. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

B. Specific Definitions to this Section: The following definitions are included in the Conditions of the Contract of which the following terms are repeated in parts here for understanding.
   1. Project: “The Project is the total construction of which the Work performed under the Contract Documents …..”
   2. The Work: “... means the construction and services required by the Contract Documents …”

1.3 PROJECT INFORMATION

A. Project Identification:

Barrow County Jail Kitchen Floor Renovation
B. Address:
652 Barrow Park Drive, NW, Winder, Georgia 30680

C. Owner:
Barrow County Board of Commissioners
Historic Courthouse
30 North Broad Street
Winder, Georgia 30680

1. Owner's Representative:
Cindy Clack, Barrow County Purchasing Agent
Historic Courthouse
30 North Broad Street
Winder, Georgia 30680
770-307-3005

2. Notices required under this Agreement shall be sent postage prepaid, U.S. mail, or hand delivered to the party at the above address.

D. Architect:
Rosser International, Inc.
Two Peachtree Pointe
1555 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309
(404) 876-3800

1. Architect's Representative:
Larry Latimer
Director, Systems Engineering
404-888-6940

2. Notices required under this Agreement shall be sent postage prepaid, U.S. mail or hand delivered to the party at the above address.

3. The mailing address for the party above is as follows:
Rosser International, Inc.
1555 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309

4. Project Document Administrator (PDA): Architect will assign personnel to administer the receipt and distribution of submittals and Requests For Information (RFI). Send submittals and requests to the attention of this person at the Architect's office.

1.4 SUMMARY OF THE PROJECT

A. Project will be constructed under a single prime contract.

B. The Project consists of demolition of the existing quarry tile flooring and cove base and the installation of new flooring materials.
1. The base bid includes the demolition of the existing kitchen flooring and replacement with a new flooring system with integral cove base, and new high epoxy paint coating system at Scullery walls. The existence of an under-slab vapor barrier is not known. Verify existing concrete
substrate for the presence of a vapor retarder. If tests confirm there is no effective vapor barrier, provide sealer or grout to mitigate vapor transmission.

2. The Scope of Alternate 1 consists of removing existing kitchen equipment including wall-mounted equipment at Scullery, turning equipment over to the Owner, and re-installing upon completion.

C. The intent and meaning of the Contract Documents is that the Contractor, under the General Conditions and other terms of the Contract, shall take all actions necessary and required to provide all labor, materials, supplies, equipment, tools, machinery, utilities, transportation, facilities, services and appurtenances necessary and required for the proper construction and completion of the described Project.

1.5 USE OF SITE

A. General contractor shall have restricted use of the site for construction operations limited by owner’s security control measures. The security of the existing facility shall not be compromised in any way when performing construction work, Contractor shall be responsible for coordinating and scheduling construction activities at the site with Owner’s security personnel.

B. General Contractor's use of site is limited within location indicated on drawings and by Owner's right to perform work or to retain other contractors on portions of Project.

C. The Contractor will have use of the site Mondays to Fridays, exclusive of holidays recognized by Barrow County Government, from the hours of 7:00 AM to 5:00 PM.

D. Note that this is an occupied facility and security concerns of the facility staff will take precedence. Tools must be inventoried upon entering and leaving the facility. Vehicles must be locked at all times. There will be no interaction with the facility inmates at any time for any reason. Cell phones may be used only upon written approval of the owner. Contractor’s staff must submit to and pass a background check.

E. Any required interruption of services must be coordinated with the owner – give 5 working days notice.

1.6 SPECIFICATION FORMATS AND CONVENTIONS


1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor.

   a. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
b. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION
SECTION 012300

ALTERNATES

PART 1 - GENERAL

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

1.2 SUMMARY
   A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS
   A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be deducted from the Base Bid amount if the Base Bid exceeds the amount of money budgeted for the Project. Alternates change the scope of Work by changing either the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
      1. The value for each alternate is the net add from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.
      2. Alternates, if taken, will be taken in numerical sequence to a sum which is not in excess of the amount budgeted.

1.4 PROCEDURES
   A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project. Include as part of each alternate, the following:
      1. Costs listed for each alternate include costs of related coordination, modification, or adjustment of the Base Bid Documents.
      2. Miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
   B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted or rejected.
   C. Execute accepted alternates under the same conditions as other work of the Contract.
   D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES
   A. Alternate No. 1:
      1. Alternate No. 1 consists of removing existing kitchen equipment including wall-mounted equipment at Scullery. Turn equipment over to the Owner until the Work is completed, and reinstall upon completion.
END OF SECTION
SECTION 012600

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 CHANGE ORDER PROCEDURES

A. First Action: Architect prepares detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Change Order Proposals issued by Architect are for information only. It is not to be considered instructions either to stop work in progress or to execute the proposed change.
   2. Architect transmits Change Order Proposal to the owner.

B. Second Action: Upon receipt of Change Order Proposal, the owner authorizes prepares and issue of a change order proposal request.
   1. The owner authorizes the transmittal of the change order proposal request to Contractor.

C. Third Action: Within 20 days of date of Change Order proposal request, Contractor submits quotation estimating cost adjustments to the Contract Sum and Contract Time necessary to execute the change.
   1. Prepare response to Architect’s Change Order Proposal request.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
      d. Comply with requirements in Division 1 Section Product Requirements if the proposed change requires substitution of one product or system for product or system specified.
   2. Failure to Respond: If Contractor fails to respond to Change Order Proposal request within stipulated time, the owner will assume no change in Contract Sum or contract Time is requested and will issue a Consent Change Order.
   3. Contractor transmits Change Order Breakdown to the architect.

D. Fourth Action: Architect reviews quantities indicated in Contractor’s Change Order Breakdown for reasonableness and accuracy.
   1. Rejection: If the Architect cannot certify Contractor’s Change Order Breakdown, then Architect returns Change Order Breakdown to Contractor with explanation for rejection.
      a. Contractor makes corrections necessary to obtain Architect’s certification and resubmits to Architect.
E. Fifth Action: Upon receipt of certified Change Order Breakdown, owner:
   1. Accepts the architects disposition as to certification of the Change Order Breakdown.
   2. If approved, issues a formal change order to the contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 CHANGE ORDER PROCESSING

   A. Number of Copies: Each entity produces new documents in quadruplicate.

   B. Transmittal: Transmit using transmittal form as cover. Provide the following information on transmittal:
      1. Project name.
      2. Project number.
      3. Project location.
      4. Date of transmittal.
      5. Encumbrance Record number.
      6. Description of enclosures.
      7. Destination (To:). Include name, company name, delivery address and telephone number of recipient.
      8. Source (From:). Include name, delivery address and telephone number of transmitter.
      9. Signature of transmitter.

END OF SECTION
SECTION 012900

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:
   1. Division 1 Section “CONTRACT MODIFICATION PROCEDURES” for administrative procedures for handling changes to the Contract.
   2. Division 1 Section “CONSTRUCTION PROGRESS DOCUMENTATION” for administrative requirements governing preparation and submittal of Contractor’s Construction Schedule and Submittals Schedule.

1.3 DEFINITIONS

A. Schedule of Values (Also referred to as “Initial Breakdown”): A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

B. Application for Payment (Also referred to as “Periodical Estimate” or “Periodical Payments”): A request from Contractor for payment of Work completed at the end of a period of construction indicated in the Agreement between Owner and Contractor

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor’s Construction Schedule.
   1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
      a. Application for payment forms with continuation sheets.
      b. Submittal schedule.
      c. Items required to be indicated as separate activities in Contractor’s construction schedule.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
   1. Identification: Include the following Project identification on the schedule of values:
      a. Project name and location.
      b. Name of Architect.
      c. Architect's project number.
      d. Contractor's name and address.
      e. Date of submittal.
   2. Arrange schedule of values consistent with format of AIA Document G703.
   3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
   4. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
5. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

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


C. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.

D. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours.
   1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

E. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. Schedule of Values.
   2. Contractor's Construction Schedule.
   4. Initial progress report.
   6. Initial settlement survey and damage report if required.

F. Final Payment Application: Submit final Application for Payment showing 100 percent completion for portion of the Work claimed as complete. Include the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   3. Lien waivers.
   4. Evidence that claims have been settled.

1.6 ARCHITECT'S ACTION ON APPLICATIONS FOR PAYMENT

A. Architect will review and take action on Contractor’s Schedule of Values.
   1. Acceptance: Architect will certify and forward 1 copy each to Contractor and owner. Architect will retain 1 copy.
   2. Rejection: Note cause for rejection and return to Contractor.

PART 2 - (Not Used)

PART 3 - (Not Used)

END OF SECTION
SECTION 013113
PROJECT COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes Contractor’s administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
   1. General project coordination procedures.
   2. Coordination Drawings.
   3. Administrative and supervisory personnel.
   4. Cleaning and protection.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section PROJECT COORDINATION for progress meetings, coordination meetings, and preinstallation conferences.
   2. Division 1 Section CONSTRUCTION PROGRESS DOCUMENTATION for preparing and submitting Contractor's Construction Schedule.
   3. Division 1 Section PRODUCT REQUIREMENTS for coordinating general requirements for delivery, storage, handling and installation of materials and equipment.
   4. Division 1 Section EXECUTION REQUIREMENTS for procedures for coordinating general installation of products and examination of existing conditions.
   5. Division 1 Section PROJECT CLOSEOUT for coordinating contract closeout.

1.3 COORDINATION

A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
   3. Make provisions to accommodate items scheduled for later installation.
   4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of Contractor's Construction Schedule.
   2. Preparation of the Schedule of Values.
   3. Installation and removal of temporary facilities and controls.
   4. Delivery and processing of submittals.
   5. Progress meetings.
6. Preinstallation conferences.
7. Startup and adjustment of systems.
8. Project closeout activities.

C. Conservation:
   1. Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
   2. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
   1. Show the relationship of components shown on separate Shop Drawings.
   2. Indicate required installation sequences.
   3. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
   4. Comply with requirements contained in Division 1Section SUBMITTAL PROCEDURES.
   5. Failure on the part of the Contractor to properly coordinate installation of the various trades will not be considered changes to the Contract.

B. Staff Personnel’s Names: Within 15 days of commencement of construction operations, submit a list of the Contractor’s principal staff assignments, including the superintendent and other personnel in attendance at the Project Site.
   1. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
   2. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

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

B. Temporary Enclosures: Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.2 CLEANING AND PROTECTION

A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration.
B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.

C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

1. Excessively high or low temperatures.
2. Thermal shock.
3. Excessively high or low humidity.
4. Air contamination or pollution.
5. Water or ice.
7. Chemicals.
8. Light.
11. Abrasion.
12. Heavy traffic.
13. Soiling, staining, and corrosion.
14. Bacteria.
15. Rodent and insect infestation.
17. High-speed operation.
18. Unusual wear or other misuse.
19. Contact between incompatible materials.
20. Destructive testing.
22. Excessive weathering.
23. Unprotected storage.
24. Improper shipping or handling.
25. Theft.

END OF SECTION
SECTION 013200
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work including the following:
   1. Preliminary Construction Schedule.
   2. Contractor's Construction Schedule.
   4. Daily construction reports.
   5. Material location reports.
   6. Field condition reports.
   7. Special reports.
B. Related Sections include the following:
   1. Division 1 Section PAYMENT PROCEDURES for submitting the Schedule of Values.
   2. Division 1 Section PROJECT COORDINATION for submitting and distributing meeting and conference minutes.
   3. Division 1 Section PRE-CONSTRUCTION VIDEO DOCUMENTATION for recording and inspection of existing site and facility conditions.
   4. Division 1 Section SUBMITTAL PROCEDURES for submitting schedules and reports.
   5. Division 1 Section QUALITY REQUIREMENTS for submitting a schedule of tests and inspections.

1.3 DEFINITIONS
A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
   1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.
B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Architect.
C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
E. Event: The starting or ending point of an activity.
Float: The measure of leeway in starting and completing an activity.
1. Float time belongs to Owner as advised by the Architect.
2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

Major Area: A story of construction, a separate building, or a similar significant construction element.

Milestone: A key or critical point in time for reference or measurement.

Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For scheduling consultant.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:
1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's final release or approval.

C. Preliminary Construction Schedule: Submit two opaque copies.
1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

D. Preliminary Network Diagram: Submit two opaque copies, large enough to show entire network for entire construction period. Show logic ties for activities.

E. Contractor's Construction Schedule: Submit two opaque copies of initial schedule, large enough to show entire schedule for entire construction period.

F. CPM Reports: Concurrent with CPM schedule, submit three copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

G. Field Condition Reports: Submit two copies at time of discovery of differing conditions.
H. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting, with capability of producing CPM reports and diagrams within 48 hours of Architect's request.
1. The Consultant shall be a recognized specialist, acceptable to the Architect, who is expert in the critical path methods (CPM) of scheduling and reporting.
2. Upon request of the Architect and the Owner, the Contractor shall submit evidence that the proposed Consultant meets the qualifications identified above.
3. Contractor's In-House Capabilities: The requirement to retain a Consultant may be waived if the Contractor can demonstrate to the Architect's satisfaction that:
   a. It has the computer equipment required to produce CPM network diagrams, utilizing the method specified.
   b. It employs skilled personnel who are experienced in CPM scheduling and reporting techniques.
   c. Its employees have at least 5 years experience in preparing CPM schedules for projects of similar size and complexity.
4. The Architect reserves the right to retain a scheduling consultant to assist in performing the Architect's functions under this Section and will inform the Contractor of its retention of such a consultant in writing.
   a. The Contractor will cooperate with the scheduling consultant by furnishing the consultant the information required to be furnished to the Architect according to this Section.
   b. The Contractor shall provide a copy of all submissions listed in this Section directly to the scheduling consultant.

B. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 1 Section PROJECT COORDINATION. Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:
1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including work stages, area separations and interim milestones.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and resubmittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
1. Secure time commitments for performing critical elements of the Work from parties involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS
2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
   1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
   2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
   3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect.
   2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   3. Submittal Review Time: Include review and resubmittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
   4. Startup and Testing Time: Include number of days for startup and testing.
   5. Final Completion: Indicate completion in advance of date established for Final Completion, and allow time for Architect's administrative procedures necessary for issuance of Final Certificate.
   6. Punch List: Indicate time for completion of punch items.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
   1. Work by Owner: Include a separate activity for each portion of the Work performed by Owner, if required by the conditions of the Contract.
   2. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
   3. Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 1 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
   4. Work Restrictions: Show the effect of the following items on the schedule:
      a. Use of premises restrictions.
      c. Seasonal variations.
      d. Environmental control.
   5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
a. Subcontract awards.
b. Submittals, including Architect's approval time and resubmittal time.
c. Purchases.
d. Mockups.
e. Fabrication.
f. Sample testing.
g. Deliveries.
h. Installation.
i. Tests and inspections.
j. Adjusting.
k. Curing.
l. Startup and placement into final use and operation.

6. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
a. Structural completion.
b. Permanent space enclosure.
c. Completion of electrical installation.
d. Final Completion.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, and Final Completion.

F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.
1. Refer to Division 1 Section "Payment Procedures" for cost reporting and payment procedures.
2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
3. Each activity cost shall reflect an accurate value subject to approval by Architect.
4. Total cost assigned to activities shall equal the total Contract Sum.

G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

2.3 PRELIMINARY CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Submit preliminary horizontal bar-chart-type construction schedule within fourteen days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

2.4 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.
B. Preliminary Network Diagram: Submit diagram within 14 days of date established for the Notice to Proceed Outline significant construction activities for the first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. CPM Schedule: Prepare Contractor's Construction Schedule using a computerized time-scaled CPM network analysis diagram for the Work.
   1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 30 days after date established for the Notice to Proceed.
   2. Conduct educational workshops to train and inform key Project personnel, including subcontractors’ personnel, in proper methods of providing data and using CPM schedule information.
   3. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
   4. Use "one workday" as the unit of time. Include list of nonworking days and holidays incorporated into the schedule.
   5. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
   1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
      a. Preparation and processing of submittals.
      b. Mobilization and demobilization.
      c. Purchase of materials.
      d. Delivery.
      e. Fabrication.
      f. Utility interruptions.
      g. Installation.
      h. Work by Owner that may affect or be affected by Contractor's activities.
      i. Testing and commissioning.
   2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
   3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
   4. Format:
      a. Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
      b. Subnetworks on separate sheets are permissible for activities clearly off the critical path.

E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:
   1. Contractor or subcontractor and the Work or activity.
   2. Description of activity.
   3. Principal events of activity.
   4. Immediate preceding and succeeding activities.
   5. Early and late start dates.
   6. Early and late finish dates.
   7. Activity duration in workdays.
   8. Total float or slack time.
   10. Dollar value of activity (coordinated with the Schedule of Values).
F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
5. Changes in the critical path.
6. Changes in total float or slack time.

G. Value Summaries: Prepare two cumulative value lists, sorted by finish dates.
1. In first list, tabulate activity number, early finish date, dollar value, and cumulative dollar value.
2. In second list, tabulate activity number, late finish date, dollar value, and cumulative dollar value.
3. In subsequent issues of both lists, substitute actual finish dates for activities completed as of list date.
4. Prepare list for ease of comparison with payment requests; coordinate timing with progress meetings.

2.5 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

B. Special Reports:
1. When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report.
   a. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information.
   b. Advise Owner and Architect in advance when these events are known or predictable.
2. Submit special reports directly to Architect and Owner within three days of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: Architect and Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate Actual Completion percentage for each activity.
C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.
   2. When revisions are made, distribute updated schedules 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 performance of construction activities.

END OF SECTION
SECTION 013235

PRE-CONSTRUCTION VIDEO DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This section includes requirements for pre-construction video recording and inspection of existing conditions at site and facility.

1.3 SUBMITTALS

A. Video Recording: Submit two (2) copies of each video recording on digital video discs (DVD) with protective sleeve or case within seven (7) days of recording.

1.  Identification: On each copy, provide an applied label with the following information:
   a. Name and address of Project.
   b. Owner’s project number.
   c. Name of Owner.
   d. Name of Architect.
   e. Name of Contractor.
   f. Name of videographer.
   g. Date video was recorded.


a. Include a cover sheet with same label information as corresponding video recording.

b. Include name of Project and date of video recording on each page.

c. Include description of vantage point, indicating location, direction (by compass point), and elevation or story of construction.

d. Include key plan of Project site and building with notation of vantage points marked for location and direction of video recording. Indicate elevation or story of construction. Include same label information as corresponding video recording.

1.4 PRE-CONSTRUCTION INSPECTION

A. Upon Owner’s notification to proceed and prior to commencement of work on the Project, an inspection will be conducted at the site to video record Owner’s existing facilities and site, to document pre-construction conditions.

1. Contractor, Architect and Owner, including the Owner’s invited maintenance personnel shall be present.

2. Contractor shall notify Architect and other attending parties at least four days prior to time of inspection.

3. A survey of the existing site and facility shall be conducted to document conditions present prior to Contractor’s commencement of work on the Project.

a. The site and facility shall be examined for damages, deteriorating construction, improper installation or use of materials and other conditions detrimental to operation and function of Owner’s existing facility.

b. Items of particular importance and conditions of construction critical to the function of the

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facility shall be brought to Contractor’s attention, including the condition of existing plant life, limits of work operations and other matters affected by Contractor’s presence on the site.

4. Contractor shall video record inspection and submit copies to Architect as specified.

PART 2 - PRODUCTS

2.1 VIDEO MEDIA

A. Video Recording Equipment: Use digital video camcorders equipped with not less than 10x optical zoom and built-in microphone audio capabilities to record pre-construction inspection.

B. Video Recording Format: Provide copies of video on DVD-R recordable media.
   1. Time length: 120 minutes.
   3. Recording Quality: Video quality shall be adequate to create photographic prints from individual frames.

PART 3 - EXECUTION

3.1 PRE-CONSTRUCTION VIDEO RECORDING

A. Recording: Display continuous running time and date. At start of each video recording, indicate weather conditions and actual temperature reading at Project site. Record reference points identifying location and orientation where video is being taken.

B. Narration: Describe scenes on video by audio narration on microphone while recording. Include description of items being viewed and concerns of Owner and Users. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
   1. Confirm date and time at beginning and end of recording.
   2. Begin recording with name of Project, Contractor's name, videographer's name, and Project location.

C. Preconstruction Video Inspection: Video record Project site and surrounding properties from different vantage points, as directed by Architect and Owner.
   1. Show existing on-site conditions as well as conditions adjacent to Project site.
   2. Show existing buildings either on or adjoining Project site to accurately record physical conditions prior to start of construction work.
   3. Identify any damages or deteriorating construction existing on facility and at site in areas where construction work is to occur. Include zoom-in closeups of damaged and deteriorated areas.
   4. Identify any areas of concerns or where special care will be required to maintain existing conditions as instructed by Owner and User of the facility.

END OF SECTION
SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections include the following:
   1. Division 1 Section PAYMENT PROCEDURES for submitting Applications for Payment and the Schedule of Values.
   2. Division 1 Section PROJECT COORDINATION for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
   3. Division 1 Section CONSTRUCTION PROGRESS DOCUMENTATION for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
   4. Division 1 Section QUALITY REQUIREMENTS for submitting test and inspection reports and for mockup requirements.
   5. Division 1 Section PROJECT CLOSEOUT for submitting warranties.
   6. Division 1 Section PROJECT RECORD DOCUMENTS for submitting Record Drawings, Record Specifications, and Record Product Data.
   7. Division 1 Section OPERATION AND MAINTENANCE DATA for submitting operation and maintenance manuals.

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.


1.4 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   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 parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
3. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

B. Submittals Schedule: Comply with requirements in Division 1 Section CONSTRUCTION PROGRESS DOCUMENTATION for list of submittals and time requirements for scheduled performance of related construction activities.

C. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
3. Include the following information on label for processing and recording action taken:
   a. Project name.
   b. Owner's Project Number.
   c. Date.
   d. Name and address of Architect.
   e. Name and address of Contractor.
   f. Submittal number or other unique identifier, including revision identifier.
      1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06100.01).
      2) Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06100.01.A).
   g. Drawing number and detail references, as appropriate.
   h. Location(s) where product is to be installed, as appropriate.
   i. Other necessary identification.

D. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Submit two copies of submittal to concurrent reviewer in addition to specified number of copies to Architect.
2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

E. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form.
1. Transmittal Form: Use AIA Document G810 or CSI Form 12.1A.
2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
3. Submit copies of transmittal to Owner and User.

F. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item. Note: Multiple submittal sections included under a single submittal section number shall be returned un-reviewed for correction.
2. Name file with submittal number or other unique identifier, including revision identifier.
   a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (Project Name Initials – Specification Section Submittal Version) (e.g., LNHS-Project 061000.01).
   b. Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
   a. Project name.
   b. Date.
   c. Name and address of Architect.
   d. Name of Contractor.
   e. Name of firm or entity that prepared submittal.
   f. Names of subcontractor, manufacturer, and supplier.
   g. Category and type of submittal.
   h. Submittal purpose and description.
   i. Specification Section number and title.
   j. Specification paragraph number or drawing designation and generic name for each of multiple items.
   k. Drawing number and detail references, as appropriate.
   l. Location(s) where product is to be installed, as appropriate.
   m. Related physical samples submitted directly.
   n. Indication of full or partial submittal.
   o. Transmittal number, numbered consecutively.
   p. Submittal and transmittal distribution record.
   q. Other necessary identification.
   r. Remarks.

5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
   a. Project name.
   b. Number and title of appropriate Specification Section.
   c. Manufacturer name.
   d. Product name.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

A. For a fee payable directly to Architect, electronic copies of CAD Drawings of the Contract Drawings may be provided for Contractor's use in preparing submittals. Make arrangements for processing with Architect.

PART 2 - PRODUCTS

2.1 SUBMITTALS

A. General Submittal Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
   1. Submit electronic submittals via email as PDF electronic files to PDA@rosser.com
      a. Architect will return annotated file.
      b. Annotate and retain one copy of file as an electronic Project record document file.
2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
   a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
   b. Provide a notarized statement on original paper copy certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Shopwork manufacturing instructions.
   f. Templates and patterns.
   g. Schedules.
   h. Design calculations.
   i. Compliance with specified standards.
   j. Notation of coordination requirements.
   k. Notation of dimensions established by field measurement.
   l. Relationship to adjoining construction clearly indicated.
   m. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
   a. Generic description of Sample.
   b. Product name and name of manufacturer.
   c. Sample source.
   d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work are the property of the Owner.
4. Samples for Initial Selection:
a. Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
b. Number of Samples: Submit three full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return One (1) submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected.
a. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
b. Number of Samples: Submit three sets of Samples. Architect will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
   1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
   2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
   1. Type of product. Include unique identifier for each product.
   2. Number and name of room or space.

F. Submittals Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

G. Application for Payment: Comply with requirements specified in Division 1 Section "Payment Procedures."

H. Schedule of Values: Comply with requirements specified in Division 1 Section "Payment Procedures."

I. Contractor's Construction Schedule: Comply with requirements specified in Division 1 Section "Construction Progress Documentation."

J. Coordination Drawings: Comply with requirements specified in Division 1 Section "Project Coordination."

K. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

L. Certificates: A copy of each of each certificate specified shall be maintained at the job site for Architect.
   1. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
   2. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

5. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 1 Section "Quality Requirements."

N. Test Reports: A copy of each of each test report specified shall be maintained at the job site for Architect.

1. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

2. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

3. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

4. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

5. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

O. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

P. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 1 Section "Operation and Maintenance Data."

Q. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

R. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

S. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
   1. Name, address, and telephone number of factory-authorized service representative making report.
   2. Statement on condition of substrates and their acceptability for installation of product.
   3. Statement that products at Project site comply with requirements.
   4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
   6. Statement whether conditions, products, and installation will affect warranty.
   7. Other required items indicated in individual Specification Sections.

T. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.2 DELEGATED DESIGN

A. Performance and Design Criteria:
   1. Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
   2. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
   1. Indicate that products and systems comply with performance and design criteria in the Contract Documents.
   2. Include list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
3.2 ARCHITECT'S REVIEW

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
   1. "NO EXCEPTIONS TAKEN" indicates that fabrication may begin on all items.
   2. "MAKE CORRECTIONS NOTED" indicates that Contractor shall make the corrections indicated on the returned submittal. This notation will permit fabrication to begin on all items subject to the corrections indicated.
   3. "MAKE CORRECTIONS NOTED & RESUBMIT" indicates that contractor shall delay fabrication on items affected by the corrections, make appropriate changes and resubmit.
   4. "REJECTED" indicates that the submission is unacceptable and requires resubmission. In the case of mock-up, reconstruction will be required. Contractor shall make corrections as noted and resubmit. Fabrication shall not begin on items covered by shop drawings bearing this notation.
   5. "NOT REQUIRED FOR REVIEW" indicates that no submittal is required.

C. If re-submittals are necessary, they shall be made as specified above for submittals. Re-submittals shall highlight all revisions made and cover shall include the phrase "RESUBMITTAL NO. __".

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

F. The Architect's review shall not be construed as an indication that submittal is correct or suitable nor that work represented by submittal complies with the Contract Documents, except as to matters of finish, color and other aesthetic matters left to the Architect's decision by the Contract Documents.

END OF SECTION
SECTION 013510
REQUEST FOR INFORMATION (RFI) PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for submitting Requests for Information.

B. Related Sections include the following:
   1. Division 1 Section SUMMARY for information on Architect’s personnel assigned as Project Document Administrator (PDA).
   2. Division 1 Section PROJECT COORDINATION for requirements regarding posting of information on internet website.

1.3 DEFINITIONS

A. “Incomplete Request for Information” – IRFI: Any request by the Contractor that is deemed incomplete and/or vague, or is not submitted on the required form will be rejected and returned with a brief explanation to the Contractor.

B. “Non-Applicable Request” - NAR: A Request for Information by the Contractor for information that in the Architect’s professional opinion is readily apparent from reasonable observation of field conditions or review of the Contract Documents, or to be reasonably inferable therefrom. It will be rejected and returned with a brief explanation to the Contractor.

C. “Request for Information” - RFI: A written request by Contractor for interpretation of an item pertaining to the Contract Documents that Contractor or Owner deemed is either ambiguous or missing from the contract documents.

1.4 COORDINATION

A. Coordinate RFI responses with approved or un-submitted submittals.

B. Architect reserves the right to withhold action on a submittal requiring coordination with another RFI until all related RFI response verification is received by Project Document Administrator.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 REQUESTS FOR INTERPRETATION PROCEDURES (RFI’s)

A. Procedure: If the need for interpretation of the Contract Documents is required, prepare and submit an RFI on the form specified.
   1. Exercise due diligence to adequately and appropriately review the Contract Documents to determine answer to RFI prior to submitting.
2. If information is readily apparent from review of the Contract Documents, Architect will reject RFI. Architect will respond by indicating where information is located in the Contract Documents.

3. Requests that are deemed incomplete, vague or contain numerous errors will be rejected. Architect will respond by asking for clarification.

4. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.

5. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Form: Prepare RFI on “Request for Interpretation” form; a copy is included at the end of this Section. Use of other forms may be allowed if prior approval is obtained from Architect.

C. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
   1. Field dimensions and conditions, as appropriate.
   2. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   3. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

D. Transmit RFI to PDA by method ensuring receipt within 24 hours. Number each RFI sequentially and date.

3.2 ARCHITECT’S INITIAL ACTION

A. Upon receipt of RFI, PDA will forward to appropriate discipline and Project Manager.

B. PDA will issue Response to Contractor by courier, US Mail, UPS, facsimile, or email, as appropriate.

END OF SECTION
Attachment: “Request for Interpretation” Form
REQUEST FOR INTERPRETATION
PROJECT: BARROW COUNTY JAIL
KITCHEN FLOOR RENOVATION

ARCHITECT’S
PROJECT NO: 17020.11
RFI No.: ___
DATE: ___

TO: PDA, Rosser International, Inc. (PDA@rosser.com)
AUTHORED BY: ___
c: ___

RFI Subject: ___
The following interpretation of the Contract Documents is requested in accordance with the General Conditions:

Drawing No.: Detail No.: Other Reference:
Specification Section No.: Article No.: Paragraph No.:

Date Response Requested By:
Description of Interpretation Needed:

Attachments: Drawings Specification Other
Signed: Printed Name Date:
Response:

Attachments: Drawings Specification Other
Signed: Printed Name Date:
SECTION 014000

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and -control services required by Architect or Owner are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 1 Section CONSTRUCTION PROGRESS DOCUMENTATION for developing a schedule of required tests and inspections.

2. Divisions 2 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to Architect and Barrow County, to establish product performance and compliance with industry standards.
F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1.4 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports that include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests or inspections.
   5. Names of individuals making tests and inspections.
   6. Description of the Work and test and inspection method.
   8. Complete test or inspection data.
   9. Test and inspection results and an interpretation of test results.
   10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
   11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and reinspecting.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work. Refer to PROJECT RECORD DOCUMENTS section, OPERATION AND MAINTENANCE DATA section and PROJECT CLOSEOUT section for more detailed instructions.

1.5 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this
Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations.
1. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
2. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an A2LA independent agency with the experience and capability to conduct testing and inspecting indicated, and with additional qualifications specified in individual Specification Sections; and where required by Architects, that is acceptable to Barrow County.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST’s National Voluntary Laboratory Accreditation Program.
3. A2LA: A testing agency accredited by the American Association for Laboratory Accreditation.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
   e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor and Owner. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect’s approval of mockups before starting work, fabrication, or construction. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

K. Laboratory Mockups: Comply with requirements of preconstruction testing and those specified in individual Sections in Divisions 2 through 33.

1.6 QUALITY CONTROL

A. Architect Responsibilities: Architect will engage testing agency to perform testing and inspection for verification of compliance with Contract Documents.
1. Architect will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and description of the types of testing and inspecting they are engaged to perform.
2. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
3. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor.
4. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
5. Testing agency will submit a final report of special tests and inspections prior to Architect’s Final Certificate, which includes a list of unresolved deficiencies.
6. Testing agency will retest and reinspect corrected work.

B. Contractor’s Responsibilities:
1. Contractor shall notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
3. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Provide the following:
   a. Access to the Work.
   b. Incidental labor and facilities necessary to facilitate tests and inspections.
   c. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   d. Facilities for storage and field-curing of test samples.
   e. Security and protection for samples and for testing and inspecting equipment at Project site.

C. Contractor Quality-Control Services: Engage a qualified testing agency, as documented by ASTM E 329, to perform quality-control services for the following. Do not employ the same entity engaged by Architect.
1. Preconstruction testing.
2. Special tests or inspections to verify compliance with codes, ordinances, laws regulations.
3. Submit each written report to Architect.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents.

D. Manufacturer’s Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."

E. Coordination:
1. Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
2. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.7 SPECIAL TESTS AND INSPECTIONS  
A. Special Tests and Inspections: Conducted by a qualified testing agency or special inspector as required by Architect, as indicated in individual Specification Sections, and as follows:
   1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
   2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
   3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and Owner.
   4. Submitting a final report of special tests and inspections prior to Final Inspection, which includes a list of unresolved deficiencies.
   5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
   6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION  
3.1 TEST AND INSPECTION LOG  
A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
   4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION  
A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
   2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION
PART 1 - GENERAL

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

1.2 DEFINITIONS
1. General: Basic Contract definitions are included in the Conditions of the Contract.
2. Directed: A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
3. Indicated: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
4. No Exceptions Taken: Term 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. Refer to the SUBMITTAL PROCEDURES Section for more specific information.
5. Regulations: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
6. Furnish: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
7. Install: Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
8. Provide: Furnish and install, complete and ready for the intended use.
9. Installer: 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.
10. 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.
11. 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 option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor. 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.
12. Project Site: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
13. Testing Laboratories or Testing Agency: 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. Refer to the QUALITY REQUIREMENTS Section for more specific information and qualifications criteria.
1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless 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 to the extent referenced. Such standards are made a part of the Contract Documents by reference.
   1. Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity.
   2. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

C. No provisions of any reference standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor or Architect, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Architect, or any of Architect’s consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of the Contract Documents.

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research’s "Encyclopedia of Associations" or in Columbia Books’ "National Trade & Professional Associations of the U.S."

1.5 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. 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. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes requirements for the following:
   1. Construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection requirements.
   2. Additional temporary facilities and controls necessary for the proper execution of the Work.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

B. Secondary Permittee: Subcontractor, utility company or other entity that conducts construction activity on the Project site.

1.4 USE CHARGES

A. Owner's existing water, natural gas, and electric power systems are available for use without metering and without payment of use charges.
   1. Provide connections and extensions of services as required for construction operations.
   2. Testing agencies and Barrow County Government shall be permitted to use temporary services and facilities without cost.

1.5 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of the State of Georgia including, but not limited to, the following:
   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.


C. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

D. Tests and Inspections: Obtain required certifications and permits.

1.6 PROJECT CONDITIONS
A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses.
1. Do not overload facilities or permit them to interfere with progress.
2. Take necessary fire-prevention measures.
3. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

B. Perimeter Security Fencing: Maintain minimum 20 ft. clear distance from perimeter security fencing free and clear of obstructions from camera views at all times. Do not store materials or equipment or stage construction within this area.
1. Keep area along perimeter fencing clean and free of construction debris and trash.
2. Maintain grass area along interior perimeter fencing from excess growth. Cut grass at intervals not exceeding two week periods.

C. Construction Limits: Work shall be confined within construction limits indicated on Drawings. Keep construction areas free of debris and trash. Clean and police area at end of each day or work period. Maintain grass areas inside construction limits cut on a regular basis.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lumber and Plywood: Comply with requirements in Division 6 Section MISCELLANEOUS 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 of sizes and thicknesses indicated.
3. For fences and vision barriers, provide minimum 3/8-inch- (9.5-mm-) thick exterior plywood.
4. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch- (16-mm-) thick exterior plywood.

B. Roofing Materials: Provide UL Class A standard-weight asphalt shingles or UL Class C mineral-surfaced roll roofing on roofs of job-built temporary offices, shops, and sheds.

C. 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.

D. Paint: Comply with requirements in Division 9 Section 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 2 coats interior latex-flat wall paint.

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

2.2 TEMPORARY FACILITIES

A. Field Offices: Provide at least 2 field offices for the Project. Provide 1 unit for Contractor’s field office and 1 unit for Contract Compliance Specialist.
1. Provide prefabricated, weather-tight, mobile units with lockable entrances, operable windows, and serviceable finishes and lighting; heated and air conditioned; on foundations adequate for normal loading.
2. Contract Compliance Specialist’s Office: In 3 separate rooms, provide office of sufficient size to
accommodate Contract Compliance Specialist office, restroom, and conference room.

a. Furnishings: Provide plan table, plan rack, desk and chair, legal-size fiber transfer file with 50 manila folders for the permanent records.

b. Conference Room: Provide a room of not less than 240 sq. ft. for Project meetings. Furnish room with conference table and 12 folding chairs.

c. Restroom: Provide individual restroom with lighting, lavatory, mirror, and water closet. Connect to local water and sewer lines.

3. At Contractor’s option, Contract Compliance Specialist’s office may be part of Contractor’s office if the following criteria is met:

a. Office has separate, lockable exterior entrance.

b. If there is a party wall with lockable door between Contract Compliance Specialist’s office and Contractor’s office.

c. If restroom is to be shared facility, party wall separates Contract Compliance Specialist’s office and restroom.

4. Common-Use Office: Provide of sufficient size to accommodate needs of construction personnel. Keep office clean and orderly. Furnish and equip offices as follows:

a. Furniture required for Project-site documents including 4-drawer file cabinets, plan tables, plan racks, and 6-shelf bookcase.

b. Private office area with desk and chair.

c. Private toilet facility with water closet, lavatory and medicine cabinet with mirror.

d. Water cooler, coffee machine and supplies.

e. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F (20 to 22 deg C).

f. Lighting fixtures capable of maintaining average illumination of 20 fc (215 lx) at desk height.

B. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material; equipped with hand-wash station in each unit.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.

2. Store combustible materials apart from building.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostat control.

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

2. Heating units shall be listed and labeled for type of fuel being consumed, by a testing agency acceptable to Barrow County, and marked for intended use.

C. Water Hoses: Provide 3/4-inch (19-mm), heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.

D. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 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.

E. 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 if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

F. 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.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. 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: Install temporary service or connect to existing service.
   1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
   2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
   3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.

B. Temporary Utilities: Make arrangements for and provide temporary utilities including light, power, fuel, and water needs for execution of work.
   1. The Using Agency will provide a source of water; however, it shall be the responsibility of the Contractor, at his own expense, to route the water to its usage area. The Owner will provide the normal electrical supply and currently installed electrical system serving the facility for the use of the Contractor. However, the Owner provides no guarantee or warranty as to the system's condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power, at his own expense. The Contractor is not responsible for payment of any utilities.
   2. Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the Contractor at no additional expense to the Owner.

C. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
   1. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.
   2. Connect temporary sewers to municipal system as directed by Architect.
   3. Filter out excessive amounts of soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.
   4. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

D. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping prior to use.

E. Sanitary Facilities: Install temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with regulations and health codes for type, number, location, operation, and
maintenance of fixtures and facilities.

F. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.

G. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

H. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations. Install electric power service underground, unless overhead service must be used.

I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
   1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
   2. Install lighting for Project identification sign.

J. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line for each field office.
   1. Provide additional telephone lines for each facsimile machine and computer in each field office.
   2. At each telephone, post a list of important telephone numbers.
      a. Police and fire departments.
      b. Ambulance service.
      c. Contractor's home office.
      d. Architect's office.
      e. Owner's office.
      f. Principal subcontractors' field and home offices.
   3. Provide superintendent with cellular telephone for use when away from field office.

K. Electronic Communication Service: Provide temporary electronic communication service, including electronic mail, in common-use facilities.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet (9 m) of building lines. Comply with NFPA 241.
   2. Maintain support facilities until near Final Completion. Remove before Final Completion. Personnel remaining after Final Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Temporary Roads and Staging Areas: Construct and maintain temporary roads and staging areas adequate for construction operations. Locate within construction limits indicated on Drawings.
   1. Provide dust-control treatment that is nonpolluting and nontracking.
   2. Reapply treatment as required to minimize dust.

C. Traffic Controls: Comply with requirements of Georgia Department of Transportation.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: Temporary parking areas for construction personnel shall limited to locations as directed by
E. Dewatering Facilities and Drains: Maintain Project site, excavations, and construction free of water.
   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
   2. Remove snow and ice as required to minimize accumulations.

F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of U.S. Environmental Protection Agency. Comply with Division 1 Section EXECUTION REQUIREMENTS for progress cleaning requirements.

G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

H. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.

I. Temporary Use of Permanent Stairs: Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of U.S. Environmental Protection Agency and Georgia Environmental Protection Division. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

C. Barricades, Warning Signs, and Lights: Comply with requirements of Barrow County for erecting structurally adequate barricades, including warning signs and lighting.

D. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.
   1. Provide temporary weathertight enclosure for building exterior.
   2. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.

   1. Prohibit smoking in hazardous fire-exposure areas and any dried-in area of the building.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of Barrow County Fire Department Services.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
   4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Temporary Facility Changeover: Do not change over from using temporary security and protection
facilities to permanent facilities until Final Completion.

B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with 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 Contractor. Owner reserves right to take possession of Project identification signs.

2. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil.
   a. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns.
   b. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by Barrow County.

3. At Final Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 1 Section FINAL CLEANING.

END OF SECTION
SECTION 016000

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; and special warranties.

B. Related Sections include the following:
   1. Division 1 Section – SUBSTITUTIONS OF PRODUCTS DURING BIDDING for requirements of substituting products before bid opening.
   2. Division 1 Section REFERENCES for applicable industry standards for products specified.
   3. Division 1 Section PROJECT CLOSEOUT for submitting warranties for Contract closeout.
   4. Divisions 2 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

C. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

D. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular form, showing specified products to be installed. Include generic
names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
2. Form: Tabulate information for each product under the following column headings:
   a. Specification Section number and title.
   b. Generic name used in the Contract Documents.
   c. Proprietary name, model number, and similar designations.
   d. Manufacturer's name and address.
   e. Supplier's name and address.
   f. Installer's name and address.
   g. Projected delivery date or time span of delivery period.
   h. Identification of the following items:
      1) Items that require early submittal approval for scheduled delivery date.
      2) Items that require early submittal approval for scheduled delivery date.
      3) Items that require color selections and similar selections required by the Architect.

3. Pre-Construction Submittal: As soon as possible after notice of award of the contract and in any event not later than three days prior to the time fixed in the contract for delivery of the executed form of agreement to the Owner, submit 4 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.

4. Completed List: Within 30 days after Execution of Contract, submit 4 copies of completed product list.

5. Architect will respond in writing to Contractor within 15 days of receipt of completed product list.
   a. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action.
   b. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

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

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project 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 Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 Section PROJECT CLOSEOUT.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.

B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.

4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

5. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

6. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.

8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
   a. Standard Range (or Selection): Where Specifications include the phrase "standard range (or standard selection) of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
   b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 CONTRACTOR'S OPTION

A. Where specifications allow the Contractor to use another specified material, product, system or equipment as an option, the Contractor may choose to use the option on the condition that any additional costs, modifications, adjustments, redesign or alterations required to incorporate it into the construction of the Project are included in the Work in the Bid.
   1. Contractor shall be responsible for coordinating and incorporating the option, if taken, into the Project including all required submittals and specification provisions.
   2. Contractor waives rights to additional payment or time should specified options be chosen and incorporated into the Project.

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 016350

SUBSTITUTIONS OF PRODUCTS DURING BIDDING

PART 1 - GENERAL

1.1 SUMMARY

A. Document includes administrative and procedural requirements for product substitutions before receipt of bids.

B. Substitutions are changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.

1.2 SUBMITTALS REQUIREMENTS FOR CONSIDERATION OF SUBSTITUTIONS

A. Substitution Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use CSI Form 01.5CA. Copy of this form is included after the end of this Document.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Coordination information, including a list of changes or modifications needed to other parts of the Work.
      b. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
      c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      d. Samples, where applicable.
      e. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      f. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

B. Timing: Architect will consider requests for substitution if received within the time frame indicated in the General Conditions or 14 days.

1.3 ARCHITECT’S ACTIONS

A. Architect will consider requests for substitutions when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   1. Substitution request is fully documented and properly submitted.
   2. Requested substitution is compatible with other portions of the Work.
   3. Requested substitution provides specified warranty.
   4. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   5. Samples, if requested.

B. If necessary, Architect will request additional information or documentation for evaluation.

C. Form of Acceptance: Acceptance indicated in an Addendum.
1.4 GENERAL PRODUCT REQUIREMENTS

A. Provide products that comply with the Contract Documents and that are complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

Attachment: Substitution Request (During the Bidding Phase) form
# SUBSTITUTION REQUEST
(After the Bidding Phase)

<table>
<thead>
<tr>
<th>Project:</th>
<th>Substitution Request Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From:</td>
</tr>
<tr>
<td>To:</td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td>A/E Project Number:</td>
</tr>
<tr>
<td>Re:</td>
<td>Contract For:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Specification Title:</th>
<th>Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section:</td>
<td>Page:</td>
</tr>
<tr>
<td>Article/Paragraph:</td>
<td></td>
</tr>
</tbody>
</table>

**Proposed Substitution:**

<table>
<thead>
<tr>
<th>Manufacturer:</th>
<th>Address:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Installer:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**History:**

- [ ] New product
- [ ] 2-5 years old
- [ ] 5-10 yrs old
- [ ] More than 10 years old

**Differences between proposed substitution and specified product:**

- 

- [ ] Point-by-point comparative data attached - REQUIRED BY A/E

**Reason for not providing specified item:**

- 

**Similar Installation:**

<table>
<thead>
<tr>
<th>Project:</th>
<th>Architect:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Owner:</td>
</tr>
<tr>
<td>Date Installed:</td>
<td></td>
</tr>
</tbody>
</table>

**Proposed substitution affects other parts of Work:**

- [ ] No
- [ ] Yes; explain

**Savings to Owner for accepting substitution:**

- ($ __________ )

**Proposed substitution changes Contract Time:**

- [ ] No
- [ ] Yes [Add] [Deduct] __________ days

**Supporting Data Attached:**

- [ ] Drawings
- [ ] Product Data
- [ ] Samples
- [ ] Tests
- [ ] Reports

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September 1996

CSI Form 13.1A
The Undersigned certifies:
- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: ________________________________
Signed by: ________________________________
Firm: ________________________________
Address: ________________________________
Telephone: ________________________________
Attachments: ________________________________

A/E’s REVIEW AND ACTION
☐ Substitution approved - Make submittals in accordance with Specification Section 01330.
☐ Substitution approved as noted - Make submittals in accordance with Specification Section 01330.
☐ Substitution rejected - Use specified materials.
☐ Substitution Request received too late - Use specified materials.

Signed by: ________________________________ Date: ________________________________
Additional Comments: ________________________________
☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ ________________________________

Additional Comments: ________________________________

Additional Comments: ________________________________

99 Canal Center Plaza, Suite 300 Alexandria, VA 22314
Page of September 1996
CSI Form 13.1A
SECTION 017300
EXECUTION REQUIREMENTS

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
   1. General installation of products.
   2. Coordination of Owner-installed products.
   3. Progress cleaning.
   4. Starting and adjusting.
   5. Protection of installed construction.
   6. Correction of the Work.

B. Related Sections include the following:
   1. Division 1 Section PROJECT COORDINATION for procedures for coordinating construction activities.
   2. Division 1 Section PROJECT CLOSEOUT for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION
A. Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
   1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
   2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
   3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
   4. If conditions and substrates examined are not acceptable, prepare a written report listing conditions detrimental to performance of the Work, include the following:
      a. Description of the Work.
      b. List of detrimental conditions, including substrates.
      c. List of unacceptable installation tolerances.
      d. Recommended corrections.
   5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.
B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit other construction, verify dimensions of other construction by field measurements before fabrication.
   1. Where portions of the Work are indicated to fit other construction, verify dimensions of other construction by field measurements before fabrication.
   2. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Comply with manufacturer’s written instructions and recommendations for installing products in applications indicated.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels without personal protection.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
   1. Allow for building movement, including thermal expansion and contraction.
   2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
   3. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
      a. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

H. Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
   2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

I. Site: Maintain Project site free of waste materials and debris. Keep site clean and free of clutter. Comply with requirements specified in Division 1 Section TEMPORARY FACILITIES AND CONTROLS for maintaining grass areas.

J. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

K. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
   1. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure
freedom from damage and deterioration.

2. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

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

4. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

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

3.2 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.3 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION
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SECTION 017329
CUTTING AND PATCHING

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section includes procedural requirements for cutting and patching.
B. Related Sections include the following:
   1. Division 1 Section “Selective Demolition: for demolition of selected portions of the building.
   2. Divisions 2 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS
A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS
A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
   1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
   2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
   3. Products: List products to be used and firms or entities that will perform the Work.
   4. Dates: Indicate when cutting and patching will be performed.
   5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
   6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
   7. Architect's Approval: Obtain approval of cutting and patching proposal before starting work. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE
A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or
decreased operational life or safety. Operating elements include the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-suppression systems.
4. Mechanical systems piping and ducts.
5. Control systems.
6. Communication systems.
7. Conveying systems.
8. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:

1. Water, moisture, or vapor barriers.
2. Metal roof panels.
3. Equipment supports.
4. Piping, ductwork, vessels, and equipment.
5. Noise- and vibration-control elements and systems.

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

1.6 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials.

1. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
2. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.
B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

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

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching.
   1. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   2. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete or Masonry Materials: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
   2. Exposed Finishes: 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.
      a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
      b. Restore damaged pipe covering to its original condition.
   3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
      a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch.
      b. Provide additional coats until patch blends with adjacent surfaces.
   4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
   5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.
D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION
SECTION 017423
FINAL CLEANING

PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section includes administrative and procedural requirements for final cleaning prior to Final Inspection.
B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section EXECUTION REQUIREMENTS specifies general cleanup and waste-removal requirements.
   2. Division 1 Section PROJECT CLOSEOUT specifies general contract closeout requirements.
   3. Special cleaning requirements for specific construction elements are included in appropriate Sections of Divisions 2 through 33

1.3 PROJECT CONDITIONS
A. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
   1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
   2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.1 MATERIALS
A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING
A. Just prior to Date of Final Inspection, perform final cleaning for Architect' inspection of the Work to determine Final Completion.
B. General: Employ experienced workers or professional cleaners for final cleaning.
   1. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program.
   2. Comply with manufacturer's instructions for cleaning installed products, materials and equipment.
C. Complete the following cleaning operations before requesting inspection for Final Acceptance for the entire Project or a portion of the Project.
   1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, foreign substances and any items that could be used as a weapon (such as welding rods, wire ties, rebars, bolts, screws, etc.)
   2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   3. Remove petrochemical spills, stains, and other foreign deposits.
   4. Remove tools, construction equipment, machinery, and surplus material from the site.
   5. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   6. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   7. Vacuum clean carpet and similar soft surfaces, removing debris and excess nap. Shampoo, if required.
   8. Remove labels that are not permanent labels.
   9. Touch up and otherwise repair and restore marred, exposed finishes and surfaces.
      a. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      b. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
   10. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   11. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   12. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
   13. Clean ducts, blowers, and coils if units were operated without filters during construction.
   14. Leave the Project clean and ready for occupancy.

D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

E. Compliances: Comply with governing regulations and safety standards for cleaning operations.
   1. Remove waste materials from the site and dispose of lawfully.
   2. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION
SECTION 017720
PROJECT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
   1. Inspection procedures.
   2. Project record document submittal.
   3. Operation and maintenance manual submittal.
   4. Warranties submittal.
   5. Demonstration and training procedures.

B. Related Sections
   1. Division 1 Section PROJECT RECORD DOCUMENTS for procedures and requirements for maintaining Record Drawings, Record Specifications, and Record Product Data.
   2. Division 1 Section OPERATION AND MAINTENANCE DATA for operation and maintenance manual requirements.
   3. Division 1 Section WARRANTIES for requirements and procedures for organizing and submitting warranties.
   4. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 5 and 7.

1.3 DEFINITIONS

A. False Start: Premature issue of "Notice of Readiness for Final Inspection."

B. Punch List: Listing of items requiring action by Contractor to complete requirements of the Contract Documents.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of issuance of Final Certificate, complete the following: List items below that are incomplete in request.
   1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
   2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
   3. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   4. Prepare and submit Project Record Documents, operation and maintenance manuals and similar final record information.
   5. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
   6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
7. Complete final cleaning requirements, including touchup painting.
8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
9. Instruct Owner’s personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit evidence of such demonstration and training.

B. Request for Inspection: Submit a written request, entitled "Notice of Readiness for Final Inspection." In written request, include statement as described elsewhere in the Contract Documents.

C. Inspection: On receipt of request, Architect and Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Final Certificate after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Reimbursement For False Start: Refer to General Conditions for Contractor responsibility for False Start.
3. Results of completed inspection will form the basis of requirements for Final Completion.

1.5 ISSUANCE OF FINAL CERTIFICATE

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit certified copy of completed or corrected punch list, endorsed and dated by Architect. On certified punch list copy, state that each item has been completed or otherwise resolved for acceptance.
2. Submit a final Application for Payment according to the General Conditions of the Contract.

1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit four (4) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A. Copy of this form is included after the end of this Section.

1.7 CLOSEOUT SUBMITTALS

A. Warranties: Compile and submit warranty documents as specified in WARRANTIES Section. Secure Architect's review and acceptance of documents prior to submittal.

B. Certifications, Permits, and Licenses: Submit copies of permits, licenses, and certificates as specified in QUALITY REQUIREMENTS Section. Include certifications from local governmental agencies that building has been inspected as required by laws or ordinances, and that building is acceptable to the governing authorities and approved for occupancy.

C. Project Record Documents: Submit record drawings and specifications, product data submittals, record samples and other miscellaneous records as specified in PROJECT RECORD DOCUMENTS Section. Secure Architect's review and acceptance of documents prior to submittal.

D. Operation and Maintenance Data: Submit organized and assembled operations and maintenance documents bound into manuals as specified in OPERATION AND MAINTENANCE DATA Section. Secure Architect's review and acceptance of bound manuals prior to submittal.

E. Materials and Services Lists: Submit list of subcontractors and suppliers who provided materials, equipment or services for the project.
1. Indicate company names, addresses, phone numbers and person to contact in case of problems or
for information concerning the installation of products, equipment or services performed.

2. List shall be typed in a legible and organized format.

F. Manufacturers Certificates: Submit manufacturers’ certificates for major components in accord with requirements of the General Conditions.
   1. Assemble manufacturers certificates with required accompanying documents.
   2. Provide two copies. Organize manufacturers certificates and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents. Identify each binder on front and spine with the printed title "MANUFACTURERS CERTIFICATES," Project name, and subject matter of contents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

A. Instruction: Instruct Owner’s personnel on how to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Provide instructors experienced in operation and maintenance procedures. Have factory-authorized service representative give instructions if indicated within an individual Specification Sections.
   2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
   3. Schedule training with Owner, through Architect, with at least 15 days' advance notice.
   4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.

B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
   1. System design and operational philosophy.
   2. Review of documentation.
   3. Operations.
   4. Adjustments.
   5. Troubleshooting.
   7. Repair.

END OF SECTION
Attachment: CSI Form 14.1A “PUNCH LIST”
The following items require the attention of the Contractor for completion or correction. This list may not be all-inclusive, and the failure to include any items on this list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

<table>
<thead>
<tr>
<th>Item</th>
<th>Room Location</th>
<th>Correction/Completion</th>
<th>Verification Number</th>
<th>A/E Check</th>
</tr>
</thead>
</table>

[ ] Attachments

Signed by: Date:
SECTION 017823
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

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

1.2 SUMMARY
   A. This Section includes administrative and procedural requirements for preparing operation and mainte-
      nance manuals, including the following:
      1. Operation and maintenance documentation directory.
      2. Maintenance manuals for the care and maintenance of products, materials and finishes, systems
         and equipment.

1.3 Related Sections include the following:
   1. Division 1 Section PROJECT CLOSEOUT for submitting operation and maintenance manuals.
   2. Division 1 Section PROJECT RECORD DOCUMENTS for preparing Record Drawings for
      operation and maintenance manuals.
   3. Divisions 2 through 33 Sections for specific operation and maintenance manual requirements for
      products in those Sections.

1.4 SUBMITTALS
   A. Initial Submittal: Submit two (2) draft copies of each manual at least 15 days before requesting Final In-
      spection. Include a complete operation and maintenance directory. Architect will return one (1) copy
      of draft and marked whether general scope and content of manual are acceptable.
   B. Final Submittal: Submit one (1) copy of each manual in final form at least 15 days prior to demonstration
      and training session with Owner's designated personnel. Architect will return copy with comments within
      15 days after receipt.
      1. Correct or modify each manual to comply with Architect's comments.
      2. Submit 3 copies of each corrected manual within 15 days of receipt of Architect's comments.

1.5 COORDINATION
   A. Where operation and maintenance documentation includes information on installations by more than one
      factory-authorized service representative, assemble and coordinate information furnished by representa-
      tives and prepare manuals.
   B. Demonstration and Training: Schedule demonstration and training of Owner's designated personnel for
      the use, operation, care and maintenance of installed materials and equipment prior to Final Inspection.
      Coordinate demonstration and training with initial submittal of operations and maintenance manuals and
      requirements specified in Division 1 Section PROJECT CLOSEOUT.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL
   A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system
      and subsystem, and a separate section for each piece of equipment not part of a system. Each manual
shall contain the following materials, in the order listed:
1. Title page.
2. Table of contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (115-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch (115-by-280-mm), 20-lb/sq. ft. (75-g/sq. m) white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

2.2 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:
1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
2. Indicate contact person or entity, including phone numbers and addresses as applicable, for notification of warranty claims.

PART 3 - EXECUTION

A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

D. Comply with Division 1 Section PROJECT CLOSEOUT requirements for submitting operation and maintenance documentation.

END OF SECTION
SECTION 017836

WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section PROJECT CLOSEOUT specifies contract closeout procedures.
   2. Division 1 Section OPERATION AND MAINTENANCE DATA for requirements for including warranties in maintenance manuals.
   3. Divisions 2 through 33 Sections for specific requirements for warranties on products and installations specified to be warranted.

C. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

D. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

F. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the Architect for review prior to giving Notice of Readiness for Final Inspection.
   1. If the Architect's Final Certificate designates a commencement date for warranties other than the date of the Final Certificate of the Architect for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
   2. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
   1. Prepare written document utilizing an appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Architect, for approval prior to final execution.
   2. Refer to Divisions 2 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Compile two (2) copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer for submittal with contract closeout documents.
   1. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   2. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (115-by-280-mm) paper.
      a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
      b. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
   3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION
3.1 LIST OF WARRANTIES

A. Schedule: The list indicated is not all inclusive of the warranties required for the Project and is provided as a guide for compiling the documents required for submittal. Provide warranties on products and installations as specified in the following Sections:

1. Exterior Sealants: Section 079200 JOINT SEALANTS.

END OF SECTION
SECTION 017839
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents.

B. Project Record Documents required include the following:
   1. Marked-up copies of Contract Drawings.
   2. Marked-up copies of Shop Drawings.
   4. Marked-up Product Data submittals.
   5. Record Samples.
   6. Field records for variable and concealed conditions.
   7. Record information on Work that is recorded only schematically.

C. Related Sections: The following Sections contain requirements that relate to this Section:
   1. Division 1 Section PROJECT CLOSEOUT specifies general closeout requirements.
   2. Divisions 2 through 33 Sections for specifying Project Record Document requirements for specific pieces of equipment or building operating systems.

1.3 RECORD DRAWINGS

A. Markup Procedure: During construction, maintain a set of blue- or black-line white prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
   1. Mark these Drawings to show the actual installation where the installation varies from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to, the following:
      a. Dimensional changes to the Drawings.
      b. Revisions to details shown on the Drawings.
      c. Revisions to routing of piping and conduits.
      d. Revisions to electrical circuitry.
      e. Actual equipment locations.
      f. Locations of concealed internal utilities.
      g. Changes made by change order or Construction Change Directive.
      h. Changes made following the Architect's written orders.
      i. Details not on original Contract Drawings.
   2. Mark record prints of Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
   3. Mark record sets with red erasable colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
   4. Mark important additional information that was either shown schematically or omitted from original Drawings.
   5. Note Construction Change Directive numbers, alternate numbers, change-order numbers, and similar identification.
B. Responsibility for Markup: The individual or entity who obtained record data, whether the individual or entity is the Installer, subcontractor, or similar entity, shall prepare the markup on record drawings.
   1. Accurately record information in an understandable drawing technique.
   2. Record data as soon as possible after obtaining it. Record and check the markup prior to enclosing concealed installations.
   3. At time of giving Notice of Readiness for Final Inspection, submit record drawings to the Architect for the Owner's records. Organize into sets and bind and label sets for the Owner's continued use.

C. Copies and Distribution: After completing the preparation of record drawings, print two additional copies of each drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets.
   1. Organize and bind original marked-up set of prints that were maintained during the construction period and the copies of the set.
      a. Bind sets with durable-paper cover sheets.
      b. Include appropriate identification, including titles, dates, and other information on the cover sheets.
   2. Submit the marked-up record set and the two additional copies of the set to the Architect for the Owner's records; the Architect will retain 1 copy of the set.
   3. Submit drawings at contract closeout.

1.4 RECORD SPECIFICATIONS

A. During the construction period, maintain 3 copies of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.
   1. Mark the Specifications to indicate the actual installation where the installation varies from that indicated in Specifications and modifications issued.
      a. Note related project record drawing information, where applicable.
      b. Give particular attention to substitutions, selection of product options, and information on concealed installations that would be difficult to identify or measure and record later.
   2. In each Specification Section where products, materials, or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
   3. Record the name of the manufacturer, supplier, installer, and other information necessary to provide a record of selections made and to document coordination with record Product Data submittals and maintenance manuals.

B. Upon completion of markup, submit record Specifications to the Architect for the Owner's records.

1.5 RECORD PRODUCT DATA

A. During the construction period, maintain one copy of each Product Data submittal for Project Record Document purposes.
   1. Mark Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Product Data submitted. Include significant changes in the product delivered to the site and changes in manufacturer's instructions and recommendations for installation.
   2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   3. Note related Change Orders and markup of record Drawings, where applicable.
   4. Upon completion of markup, submit a complete set of record Product Data to the Architect for the Owner's records.
   5. Where record Product Data is required as part of maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as record Product Data.
1.6 RECORD SAMPLE SUBMITTAL

A. Immediately prior to date of Final Inspection meet with the Architect and the Owner's personnel at the site to determine which of the Samples maintained during the construction period shall be transmitted to the Owner for record purposes.
   1. Comply with the Architect's instructions for packaging, identification marking, and delivery to the Owner's Sample storage space.
   2. Dispose of other Samples in a manner specified for disposing surplus and waste materials.

1.7 MISCELLANEOUS RECORD SUBMITTALS

A. Immediately prior to Final Inspection, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Architect for the Owner's records.
   1. Refer to other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities.
   2. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
      a. Authorized measurements utilizing unit prices or allowances.
      b. Ambient and substrate condition tests.
      c. Certifications received in lieu of labels on bulk products.
      d. Batch mixing and bulk delivery records.
      e. Testing and qualification of tradesmen.
      f. Documented qualification of installation firms.
      g. Load and performance testing.
      h. Inspections and certifications by governing authorities.
      i. Leakage and water-penetration tests.
      j. Fire-resistance and flame-spread test results.
      k. Final inspection and correction procedures.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project. Recording changes and modifications to the documents shall be a condition of payment and will be verified by Architect upon submission of pay requests.

B. Maintenance of Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction.
   1. Do not use Project Record Documents for construction purposes.
   2. Maintain record documents in good order and in a clean, dry, legible condition.
   3. Protect record documents from deterioration and loss in a secure, fire-resistant location.

END OF SECTION
SECTION 096725
SEAMLESS FLOORING

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 seamless flooring of the following types:
   1. Polyurethane Mortar Flooring System for kitchen and food prep areas.

1.3 SUBMITTALS
A. Product Data: Submit for each type of product indicated. Include manufacturer's technical data, application instructions, and recommendations for each seamless flooring component required.
B. Samples:
   1. For Initial Selection: Submit color samples of manufacturer's complete range available for selection by Architect for each type of exposed finish required.
   2. For Verification: Submit 6 inches (150 mm) square sample of each type seamless flooring system required; applied to a rigid backing by Installer for this Project.
C. Regulatory Approvals: Submit USDA and FDA approvals indicating that flooring is acceptable for installation in food processing areas.
D. Installer Qualifications: Submit certificates signed by manufacturer certifying that installers comply with specified requirements.
E. Material Test Reports: Submit for each seamless flooring component indicating compliance with specified requirements.
F. Floor Substrate Certification: Submit letter from seamless flooring manufacturer's representative indicating that substrate conditions and preparation of concrete slab surfaces have been inspected and is acceptable for application of flooring materials.
G. Maintenance Data: For seamless flooring to include in maintenance manuals.

1.4 QUALITY ASSURANCE
A. Installer Qualifications: Installer shall be trained and approved by seamless flooring manufacturer for installation of systems specified for this Project.
   1. Installer shall have not less than Five (5) years experience in applying seamless flooring systems similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance. If requested by Architect, submit references for projects completed within the past Three (3) years.
   2. Installer shall also employ only persons trained and approved by seamless flooring manufacturer for applying specified systems on this Project.
B. Source Limitations: Obtain primary seamless flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source
recommended by manufacturer of primary materials.

C. Food Service Regulatory Approvals: Seamless flooring systems shall be approved by the USDA and FDA for use in food service areas.

D. Manufacturer's Field Service: Obtain the services of seamless flooring manufacturer's field representative to inspect and observe preparation of concrete substrates receiving specified materials. Representative shall approve substrate conditions for application of seamless flooring materials.

E. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Apply full-thickness mockups on 60-inch (5-ft.) (1524-mm) square floor area selected by Architect.
2. Include 60-inch (1524-mm) length of integral cove base.
4. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.

B. Store materials to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects.

1.6 PROJECT CONDITIONS

A. Environmental Limitations: Comply with seamless flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting flooring application.

B. Lighting Conditions: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during seamless flooring application.

C. Protection of Work: Close spaces to traffic during seamless flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

PART 2 - PRODUCTS

2.1 POLYURETHANE MORTAR FLOORING SYSTEM

A. Acceptable Products; subject to compliance with specified requirements:
1. BASF Construction Chemicals, LLC; Ucrete HP/Q.
2. Dur-A-Flex, Inc.; Poly-Crete MDQ.
3. Stonhard, Inc.; Stonshield UTS.

B. Flooring System Characteristics: Four-component, self-priming, troweled-applied, monolithic, polyurethane mortar, floor surfacing system with quartz aggregate.
1. System Properties:
a. Compressive Strength: Minimum 7000 psi (48.2 MPa) when tested per ASTM C 579.
b. Tensile Strength: Minimum 800 psi (5.5 MPa) when tested per ASTM C 307.
c. Flexural Strength: Minimum 1800 psi (12.4 MPa) when tested per ASTM C 580.
d. Bond Strength: Minimum 350 psi (2.4 MPa) at 100 percent concrete failure when tested per ASTM D 4541.
e. Hardness: 80 to 84, Shore D, when tested per ASTM D 2240.
f. Water Absorption: Less than 0.1 % when tested per ASTM C 413.
g. Coefficient of Thermal Expansion: Maximum 0.000011 inch/inch/deg F (0.00002 cm/cm/deg C) when tested per ASTM C 531.
h. Impact Resistance: No visible damage, cracking, chipping or delamination at minimum 160 in-lb (1.84 kg-m) impact force when tested per ASTM D 2794.
i. Abrasion Resistance: 0.07 gm maximum weight loss when tested per ASTM D 4060.
j. Coefficient of Friction: 0.70 or greater when tested per ASTM D 2047.
k. Resistance to Elevated Temperature: No flow or softening when tested per MIL-D-3134.
l. Flammability: Self-extinguishing when tested per ASTM D 635.
m. Critical Radiant Flux Classification: Meeting Class I, not less than 0.45 W/sq. cm. when tested per ASTM E 648 or NFPA 253.

2. Temperature Service Range: Capable of withstanding temperatures from -40 deg. F. to 200 deg. F. (-40 deg. C to 93 deg. C.) continuous exposure without causing damage to flooring material.

3. Wearing Surface Finish: Textured for slip resistance as selected by Architect from manufacturer's standard light to medium ranges and complying with specified coefficient of friction.

4. Integral Cove Base: 6-inches (150 mm) height.

5. Overall System Thickness: 1/4 inch (6.4 mm), minimum.

6. Color and Pattern: As selected by Architect from manufacturer's full range selection.

C. System Components: Manufacturer's standard components that are compatible with each other and as follows:

   a. Coat Thickness: 3/16 inch (4.8 mm) or greater as required by flooring system manufacturer for project conditions.
   b. Application Method: Troweled or screeded in one coat.

2. Broadcast Aggregates: Manufacturer's colored quartz (ceramic-coated silica).

3. Sealer Topcoat: Manufacturer's chemical-resistant, sealing or finish coat.
   a. Formulation: Pigmented or clear, urethane resin and hardener.
   b. Finish: Gloss.
   c. Number of Coats: One or Two coats as required by manufacturer's floor system application.

2.2 ACCESSORY MATERIALS

A. Patching and Fill Material: Resinous products of or approved in writing by seamless flooring manufacturer as recommended for application indicated.

B. Primer: Type recommended by flooring manufacturer for substrate conditions and as required by system requirements.

C. Joint Sealant: Type recommended or produced by seamless flooring manufacturer for type of service and joint condition indicated.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare and clean substrates according to seamless flooring manufacturer's written instructions for substrate indicated.
   1. Provide clean, dry, and neutral Ph substrate for seamless flooring application.
   2. Notify seamless flooring manufacturer's field representative for inspection and observation of substrate surface preparation work.
B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with seamless flooring.
   1. Roughen concrete substrates to provide surfaces texture acceptable to flooring manufacturer for application of materials. Shot-blast surfaces with an apparatus that abrades the concrete surface. Use shot blasting machines that contain the dispensed shot within the apparatus, and re-circulates the shot by vacuum pickup to perform surface abrasion work.
   2. Repair damaged and deteriorated concrete according to seamless flooring manufacturer's written recommendations.
   3. Verify that concrete substrates are dry.
      a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with application only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) of slab in 24 hours.
      b. Perform plastic sheet test, ASTM D 4263. Proceed with application only after testing indicates absence of moisture in substrates.
      c. Perform relative humidity test using in situ probes complying with ASTM F 2170. Proceed with installation only after substrates have relative humidity level measurements acceptable to flooring manufacturer. Measurements greater than 75-percent relative humidity level will not be acceptable for application of flooring materials.
      d. Perform additional moisture tests recommended by manufacturer, if required. Proceed with application only after substrates pass testing.
   4. Verify that concrete substrates have neutral Ph and that seamless flooring will adhere to them. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.

C. Mixing Materials: Mix components and prepare materials according to seamless flooring manufacturer's written instructions.

D. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.

E. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through seamless flooring according to manufacturer's written recommendations.

F. Primer Application: Prime substrate surfaces as required by flooring system manufacturer's application procedures to ensure optimum adhesion to substrate.
   1. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
   2. Coordinate primer application with body coat mix to ensure optimum adhesion between flooring materials and substrate.

3.2 POLYURETHANE MORTAR FLOORING SYSTEM APPLICATION

A. Apply components of Polyurethane Mortar seamless flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
   1. Coordinate application of components to provide optimum adhesion of seamless flooring system to substrate, and optimum intercoat adhesion.
   2. Cure seamless flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
   3. At substrate expansion and isolation joints, provide joint in seamless flooring to comply with flooring manufacturer's written recommendations. Apply joint sealant to comply with manufacturer's written recommendations.

B. Integral Cove Base: Apply cove base mix to wall surfaces before applying flooring.
   1. Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, and topcoating of cove base.
   2. Round internal and external corners.
C. Body Coat: Apply body coat mixture with screed applicator to prepared floor substrate surfaces to required thickness indicated. Trowel body coat to smooth level surface with uniform even thickness. Use spike rollers as recommended by seamless flooring manufacturer to level and remove air pockets from body coat material.

D. Aggregates: Broadcast aggregates to wet body coat following trowel application and leveling within time limitation directed by seamless flooring manufacturer's instructions. Spread aggregate at uniform, even distribution to achieve dry surface.
   1. After body coat has cured, remove excess aggregates to provide uniform surface texture for application of finish coat.
   2. Allow application to cure to time period required by seamless flooring manufacturer for application of sealer coat.

E. Sealer Topcoat: Apply sealer in number of coats and at spreading rates recommended in writing by seamless flooring manufacturer for system installed. Allow sealer application to cure at least 48 hours before permitting foot traffic on installed flooring system.

3.3 CLEANING AND PROTECTION

A. Protect seamless flooring from damage and wear during the remainder of construction period.

B. Use protective methods and materials, including temporary covering, recommended in writing by seamless flooring manufacturer.

C. Prior to Date of Substantial Completion, clean floor surfaces using cleaning solutions and methods as recommended by seamless flooring manufacturer.

END OF SECTION
SECTION 099656
EPOXY PAINT COATING SYSTEM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Epoxy paint coating system applied to walls and ceilings where scheduled.

1.2 DEFINITIONS

A. Wet Areas: Areas in which surfaces are subject to frequent wetting or washing.
   1. These areas include the following:
      a. Kitchens and Food Preparation areas.

1.3 SUBMITTALS

A. Product data: Submit manufacturer's product literature indicating coating material, primers, block-fillers and preparation requirements.
   1. Indicate surface preparation requirements for substrates required to be coated, application methods and coverage rates for coating material, primers and block filler.
   2. Include application and storage instructions.

B. Samples:
   1. For Initial Color Selection: Submit manufacturer's color charts for Architect's selection.
   2. Samples for Verification: Submit prepared samples for review of color and texture only. Use selected colors when preparing samples for review. Provide samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples as specified prepared on actual substrate materials. Indicate each coating material, including primer and block filler, applied to finish samples. Resubmit samples as requested until the required sheen, color and texture is achieved.
      a. Concrete Masonry: Provide two 8-inch (200 mm) square samples applied to masonry, with mortar joint in the center, indicating each type and color of finish; define block filler, primer coat and finish coat.

C. Applicator Qualifications: Submit letter from coating manufacturer confirming applicator's qualifications specified under “Quality Assurance” Article.

D. Maintenance Data: Maintenance instructions covering cleaning and maintaining glazed coating and other data as specified in Division 1.

1.4 QUALIFY ASSURANCE

A. Applicator Qualifications: Applicator shall be approved by coating manufacturer in writing and shall have been engaged in the satisfactory application of materials on projects of similar scope for at least three (3) years.
   1. Approval by coating manufacturer shall indicate the following:
      a. Manufacturer has instructed applicator in the installation of specified material.
      b. Manufacturer has supplied applicator with materials of type specified for the past three-year period.
   2. Include current list of projects completed with references indicating names, addresses and phone numbers of owners, general contractors and architects.

B. Single Source Requirements: Primer, block fillers and finish coating materials shall be products of a single manufacturer or recommended and approved in writing by coating manufacturer.
C. Job Mock-Up: Prior to beginning epoxy paint coating application, prepare a minimum 100 sq. ft. (9 m²) area sample panel of application for Architect's review and acceptance.
   1. Apply coating to prepared substrate at location as directed by Architect. Sample panel shall indicate texture, color, workmanship and finished appearance to be expected.
   2. Notify Architect for review of sample panel after preparation. If panel is unacceptable, prepare additional sample panels until acceptable to Architect.
   3. Maintain accepted sample panel throughout work as a standard for epoxy paint coating application. Accepted sample panel may remain as part of finished work.

D. Colors and Schedules:
   1. Secure Architect's acceptance of color samples before applying any coating. Tint priming coats and undercoats to different shade from final coat.
   2. Furnish schedule showing when respective coats of paint for various areas and surfaces are to be applied. Keep schedule current as job progress dictates. If Architect directs, succeeding coats shall not be applied until completed coat has been reviewed.

1.5 DELIVERY STORAGE AND HANDLING

A. Deliver materials to job in sealed, labeled containers bearing manufacturer's name and project trade name.

B. Store materials not in actual use in tightly covered containers at a minimum ambient temperature of 45°F (7°C) in a well ventilated area. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue.
   1. Protect from freezing. Keep storage area neat and orderly.
   2. Remove oily rags and waste daily. Take necessary precautionary measures to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of coatings.

1.6 PROJECT CONDITIONS

A. Environmental Requirements: Comply with manufacturer's recommended environmental conditions for application of coating materials.
   1. Maintain substrate temperatures at a minimum of 50°F (10°C) for 24 hours before, during application and 24 hours after application.
   2. Apply no materials in spaces where dust is being generated.
   3. Apply no materials on surfaces where temperature of substrate would result in excessive drying, which will cause streaks and discoloration.

B. Protection:
   1. Provide "Wet Paint" signs and barricades to protect newly coated surfaces from damage while still wet. Protect coated surfaces at all times, and also protect adjacent work by covering or masking during progress of work.
   2. Remove and protect hardware, accessories, device plates, lighting fixtures, factory finished work and similar items; or provide masking protection. Upon completion of each space, replace removed items. This work shall be done by skilled mechanics, using tools to produce results specified.
   3. Remove electrical panel box covers and doors before painting wall. Coat separately and reinstall after coating is dry.

C. Sequencing and Scheduling:
   1. Coordinate application of coating with work of other trades to minimize disturbances and prohibit traffic through spaces being painted.
   2. Apply epoxy paint - glazed coating prior to installation of resilient base, grille and other factory finished items normally installed after wall finish has been applied and prior to application of sealants or caulking materials.
3. Clear rooms in which coating is to be applied of all equipment and fixtures, and do not allow traffic through these areas during application of coating.

1.7 EXTRA MATERIALS

A. Maintenance Materials: Upon completion of coating work, furnish Owner with two (2) gallons (7.5 L) of each epoxy paint coating material in the exact match of sheen and color used for the Project. Include application instructions on ingredients to achieve final results together with description of undercoats, including primers and block fillers.

B. Deliver and store maintenance materials at locations as directed by Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers; subject to compliance with specified requirements:
   2. Carboline Company.
   3. PPG Industries, Inc.
   5. Tnemec Company, Inc.

2.2 EPOXY PAINT COATING SYSTEM

A. Epoxy Finish Coats: (Semi-Gloss)
   1. Acceptable Products; subject to compliance with specified requirements:
      a. Benjamin Moore; Super Spec HP Acrylic Epoxy Coating P43.
      b. Carboline; Sanitile 255 High Performance WB Epoxy Acrylic Finish.
      c. PPG; Pitt-Glaze WB Water-Borne Acrylic Epoxy 16-551 Series.
      d. Sherwin Williams; Pro Industrial Hi Bild Waterbased Catalyzed Epoxy B71 Series.
      e. Tnemec; H.B. Tneme-Tuffcoat Series 113.
      c. VOC content: Maximum 2.5 lbs./gal. (300 g/l) per 40 CFR 59, Subpart D (EPA method 24).
      d. Colors: Custom colors as selected by Architect.

B. Epoxy Finish Coats for Wet Areas: (Gloss)
   1. Acceptable Products; subject to compliance with specified requirements:
      a. Benjamin Moore; Super Spec HP Polyamide Epoxy P36.
      b. Carboline; Sanitile 655 High Performance Epoxy Finish.
      c. PPG; HPC High Gloss Epoxy 95-501 Series.
      d. Sherwin Williams; Hi-Solids Catalyzed Epoxy B62/B60 Series.
      e. Tnemec; Ceraflon ENV Series 84.
   2. Characteristics: Two-Component, high build, polyamide or modified aliphatic amine epoxy coating.
      c. VOC content: Maximum 3.5 lbs./gal. (420 g/l) per 40 CFR 59, Subpart D (EPA method 24).
      d. Colors: Custom colors as selected by Architect.
C. Primers:
   1. Acceptable Products; subject to compliance with specified requirements:
      b. Carboline; Sanitile 120 Heavy Duty Bonding Primer.
      c. PPG; Perma-Crete Interior/Exterior Alkali Resistant Primer 4-603.
      d. Sherwin Williams; PrepRite 200 Interior Latex Primer B28W200.
      e. Tnemec; Elasto-Grip FC 151-1051 or PVA Sealer 51-792.
   2. Characteristics: Low VOC, water-based primer of either acrylic, acrylic latex or epoxy composition.
      a. Finish: Flat or matte.
      b. VOC content: Maximum 1.7 lbs./gal. (204 g/l) per 40 CFR 59, Subpart D (EPA method 24).
      c. Color: Manufacturer's standard and tinted to be distinguishable from finish coat color, if required.

D. Block Fillers:
   1. Acrylic Block Filler:
      a. Acceptable Products; subject to compliance with specified requirements:
         1) Benjamin Moore; Super Spec Masonry Interior/Exterior Hi-Build Block Filler 206.
         2) Carboline; Sanitile 100 Heavy Duty Acrylic Block Filler.
         3) PPG; Perma-Crete Concrete Block & Masonry Surfacr/Filler 4-100XI
         4) Sherwin Williams; Heavy Duty Block Filler B42W46.
         5) Tnemec; Envirofill Series 130.
      b. Characteristics: High solids, low VOC, water-based block filler of acrylic, modified acrylic latex or cementitious acrylic composition.
         1) Finish: Flat.
         2) Solids content (by volume): Minimum 45 percent.
         3) VOC content: Maximum 1.5 lbs./gal. (180 g/l) per 40 CFR 59, Subpart D (EPA method 24).
         4) Color: Manufacturer's standard; tinted to be distinguishable from finish coat color only if permitted by manufacturer's mixing instructions; otherwise use supplied color.
   2. Epoxy Block Filler:
      a. Acceptable Products; subject to compliance with specified requirements:
         1) Benjamin Moore; Super Spec HP Waterborne Epoxy Block Filler P31.
         2) Carboline; Sanitile 600 High Performance Epoxy Filler.
         3) PPG; Amerlock 400BF Epoxy Masonry Block Filler.
         4) Sherwin Williams; Kem Cati-Coat HS Epoxy Filler/Sealer B42 Series.
         5) Tnemec; Masonry Filler 54-660.
      b. Characteristics: High solids, two-component, block filler of either polyamide epoxy or waterborne epoxy composition.
         1) Finish: Flat or low gloss.
         2) Solids content (by volume): Minimum 46 percent.
         3) VOC content: Maximum 3.0 lbs./gal. (360 g/l) per 40 CFR 59, Subpart D (EPA method 24).
         4) Color: Manufacturer's standard; tinted to be distinguishable from finish coat color only if permitted by manufacturer's mixing instructions; otherwise use supplied color.

E. Material Compatibility: Provide block fillers, primers, finish coat material, and related materials that are compatible with one another and the substrates indicated under conditions of service and application as demonstrated by the manufacturer based on testing and field experience. Coating system components shall be in accord with paint manufacturer's instructions for system furnished and for surface to which it is applied.
F. Material Quality: Provide the highest grade of the various coatings as regularly manufactured by acceptable coating manufacturers. Materials not displaying manufacturer's identification as a best-grade product will not be acceptable.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates to verify that surfaces and conditions are acceptable to manufacturer and in compliance with requirements for application of specified coating prior to beginning work. Inspect construction for conditions which would prevent the execution of this work.

B. Surfaces shall be clean, dry, smooth, level, true to plane and sound; free of oil, dirt, dust, grease, loose matter and other conditions detrimental to proper application of materials.

C. Verify that alkalinity of substrate is within limits acceptable to coating manufacturer. Perform litmus test on substrates to determine alkali level. If measurements exceed permissible limit, comply with coating manufacturer's recommendation for correcting high alkaline substrates.

D. Notify Architect in writing of any defective or unsatisfactory conditions which would affect coating application. Contractor shall be responsible for correcting unsatisfactory and defective work at no additional expense to Owner.

E. Do not proceed with application of coating materials until defects and unsatisfactory conditions have been corrected and are acceptable to Architect and installer.

F. Application of coating to substrates by installer shall confirm acceptance that surfaces and conditions are satisfactory.

3.2 PREPARATION

A. Remove hardware, hardware accessories, plates, components with machined surfaces, light fixtures, and similar items which are not to be coated, or provide surface-applied protection prior to surface preparation and coating. Remove these items if necessary for complete coating of the items and adjacent surfaces.
   1. Store items removed for reinstallation after completion of coating application.
   2. Mask over items which cannot be removed and are not to be coated, including, duct openings and recessed light fixtures.
   3. Following completion of coating operations in each space or area, reinstall items removed, using workmen skilled in the trades involved.

B. Clean surfaces before applying coatings or surface treatments. Schedule cleaning and coating application so dust and other contaminates will not fall on wet, newly coated surfaces.

C. Notify the Architect in writing of anticipated problems using coatings specified with substrates primed or furnished by others.

D. Surface Preparation: Perform surface preparation and cleaning in compliance with the manufacturer's instructions for the particular substrate conditions, and as specified.
   1. Cementitious Surfaces (Except Concrete Block): Prepare surfaces of concrete, cement plaster and similar surfaces to receive coatings by removing efflorescence, chalk, dust, dirt, release agents, grease, oils, and by roughing if required to remove glaze. If hardeners or sealers have been used to improve concrete curing, use abrasive blast methods to prepare surfaces.
   2. Concrete Block: Remove burrs, nibs or mortar splatter and loose masonry by dressing with carborundum tool or block fragment. Fill holes, pores, voids, and depressions with cement mortar. Scrape joints to remove excess mortar. Brush away loose dust and residue.
E. Material Preparation: Carefully mix and prepare materials in compliance with the coating manufacturer's directions.  
1. Stir materials before application to produce a mixture of uniform density, and as required during application. Do not stir film, which may form on surfaces, into the material. Remove film and, if necessary, strain the coating material before using.  
2. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are to be applied. Tint undercoats to match the color of the finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

A. Apply epoxy paint coating by brush, roller, spray, squeegee, or other applicators in accordance with manufacturer's directions. Use brushes best suited for the material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.  
1. Provide finish coats compatible with the primers used.  
   a. The number of coats and film thickness required is the same regardless of the application method.  
      1) Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer.  
      2) Sand between applications where sanding is required to produce an even smooth surface in accordance with the manufacturer's directions.  
   b. Coat all exposed surfaces including all areas visible when permanent or built-in fixtures, convector covers, covers for finned tube radiation, grilles, insulated and uninsulated piping, ducts and similar components are in place in areas to be coated. Extend coatings in these areas as required to maintain the system integrity and provide desired protection.  
      1) Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces.  
      2) Coat the back sides of access panels, removable or hinged coves, and similar hinged items, to match exposed surfaces.  
2. Finish coating thickness: Minimum 6 mils (0.15 mm) total dry film thickness; first and second coat combined.  
   a. Apply each material no thinner than the thickness specified in coating manufacturer's product data, or thicker if recommended.  
   b. Provide total dry film thickness of the entire system as specified or thicker if recommended by the manufacturer.  
3. Recoil primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

B. Application Methods:  
1. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections.  
   a. Where coating terminates at adjoining materials or surfaces, apply coating to provide clean and sharp edges without overlaps. Brush to neat hairlines at color breaks.  
   b. Apply primers and first coats by brush unless the manufacturer's instructions permit use of mechanical applicators.  
2. Mechanical Applications: Use mechanical methods for coating application when permitted by the manufacturer's recommendations, governing ordinances, and trade union regulations.  
   a. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats.  
   b. Do not double-back with spray equipment building-up film thickness of two coats in one pass, unless recommended by the manufacturer.
C. Application Procedure:

1. Scheduling Coating: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for coating as soon as practicable after preparation and before subsequent surface deterioration.
   a. Allow sufficient drying time between successive coats.
   b. Do not recoat until the coating has dried so it feels firm and does not deform or feel sticky under moderate thumb pressure and where applying another coat does not cause the undercoat to lift or lose adhesion.

2. Apply material as outlined below and supplemented by manufacturer's instructions including spreading rates, drying time and time between coats.
   a. First coat:
      1) Concrete block (CMU): Apply filler coat at a spreading rate of 50 to 70 SF per gallon, and roll on to force filler into pore of block. Sand surface until smooth after overnight drying. Remove loose dust by hosing with water or sweeping. Allow walls to dry overnight and remove dust with compressed air hose or by vacuuming before application of next coat.
      2) Cast-in-place concrete and precast concrete: Spray apply and back roll primer, or finish coat if self-priming product is used, to surfaces ensuring full, smooth, and uniform coverage.
   b. Second and third coats: Apply two coats of specified epoxy finish coating applied to achieve minimum dry film total thickness specified, inclusive of both coats.

D. Completed application shall match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specified requirements.

3.4 CLEANING

A. Clean-Up: At the end of each work day, remove rubbish, empty cans, rags and other discarded materials from the site.

B. Upon completion of work, clean glass and spattered surfaces.
   1. Remove spattered coatings by washing, scraping or other proper methods, using care not to scratch or damage adjacent finished surfaces.
   2. Remove coating spots from floors, glass and other coating spattered surfaces without damaging substrates and other finish materials.

3.5 PROTECTION

A. Protect work of other trades, whether to be coated or not, against damage from coating. Correct damage by cleaning, repairing, replacing, and recoating as acceptable to the Architect. Leave in an undamaged condition.

B. Provide "Wet Paint" signs to protect newly-coated finishes.
   1. Remove temporary protective wrappings provided by others for protection of their work, after completion of coating operations.
   2. At completion of construction activities of other trades, touch-up and restore damaged or defaced coated surfaces.

3.6 COATING SCHEDULE

A. Concrete Block (CMU) Surfaces:
   1. First coat: Acrylic or Epoxy Block Filler as recommended by epoxy coating manufacturer.
B. Concrete Block (CMU) Surfaces at Wet Areas:
1. First coat: Epoxy Block Filler.
2. Second coat: Epoxy Finish Coat for Wet Areas (Gloss).
3. Third coat: Epoxy Finish Coat for Wet Areas (Gloss).

END OF SECTION
PROPOSAL FORM

FOR THE

BARROW COUNTY BOARD OF COMMISSIONERS

RFP2017-15 KITCHEN FLOOR RENOVATION PROJECT –
BARROW COUNTY JAIL (PROJECT # JL002)

BIDS ARE DUE AT 12:00 (NOON). Eastern Time June 15, 2017, at Barrow County Board of
Commissioners, County Clerk’s Office located at 30 North Broad Street Winder, Georgia
30680

Having thoroughly reviewed the bid documents and verifying existing conditions at the project
site, I/we propose to furnish all labor, tools, equipment, materials, and any associated freight cost
for the complete execution of the Contract Documents, Project Manual and Specifications, for the
lump sum of:

$ (                     ) dollars

________________________________________
(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 # __________
REQUEST FOR PROPOSALS
RFP2017-15 KITCHEN FLOOR RENOVATION PROJECT – BARROW COUNTY JAIL
(PROJECT #JL002)
BARROW COUNTY, GEORGIA
REFERENCES

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: ______________________________

____________________________________________________
KITCHEN FLOOR RENOVATION PROJECT – BARROW COUNTY JAIL

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      SURETY

Bidder’s Name and Corporate Seal   Surety’s Name and Corporate Seal

By: ________________________________          By: ________________________________

Signature and Title:                  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: RFP2017-15 – KITCHEN FLOOR RENOVATION PROJECT –
BARROW COUNTY JAIL (PROJECT # JL002)

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: RFP2017-15 – KITCHEN FLOOR REPLACEMENT PROJECT – BARROW COUNTY JAIL (PROJECT # JL001)

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

KITCHEN FLOOR RENOVATION PROJECT – BARROW COUNTY JAIL

This Construction Services Agreement (the “Agreement”) is made and entered into this ___ day of ____, 2017 (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 May 17, 2017, maintained on file with the Purchasing Department; and

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 RFP2017-15 Kitchen Floor Renovation Project – Barrow County Jail (Project Number JL002) 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 ________________, 2017, 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 below), other written amendments, and other documents amending, modifying, or supplementing the Contract Documents if properly adopted in writing and executed by the Parties.

Section 2. **Project Description; Architect; Engineer; Contract Administrator**

A. **Project.** A general description of the Project is as follows: **Demolition of the existing quarry tile and grout base of the jail kitchen floor and to install a new kitchen floor, cove base and wall coating in the scullery per the requirements of the plans 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 Rosser International, 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: Rosser International, 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 RFP2017-15 Kitchen Floor Renovation Project – Barrow County Jail (Project Number JL002), 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 ______________________, 2017 (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
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 with respect to: 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 with respect 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 rate 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.** The Contractor shall provide Performance and Payment bonds on the forms attached hereto as “**Exhibits B.1 and B.2**” each in the amount of the Maximum Contract Price 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.
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,
creed, national origin, gender, age or disability. In addition, Contractor agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

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
for the Contractor.

(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
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

______________________________ $________.__,

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 RFP2017-15 Kitchen Floor
Renovation Project – Barrow County Jail (Project # JL002) (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:  ___________________________
_____________________  (signature)
_____________________ (print)
Title: ________________
Date:_________________

CONTRACTOR’S SURETY:  

_________________________
By: __________________________ (signature)
__________________________ (print)
Title: __________________________ (SEAL)
Attest:      Date:   __________________________
_____________________  (signature)
_____________________ (print)
Title: ________________
Date:_________________

(ATTACH SURETY’S POWER OF ATTORNEY)
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 RFP2017-15 Kitchen Floor
Renovation Project – Barrow County Jail (Project # JL002) (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/She is the ___________________________(Owner, Partner, Officer, Representative, or Agent) of _____________________________ (the “Proposer”) that has submitted the attached Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Proposer 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, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from proposing 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, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price of any other Proposer or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against Barrow County or any person interested in the proposed Contract;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and

(6) Proposer has not directly or indirectly violated any law, ordinance or regulation related to the Proposal.

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _______ DAY OF
__________, 2017.

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 ______________, 2017, 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 ________, 2017._______________________, 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
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 ________, 2017 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 __________, 2017.

_____________________________
Notary Public

[NOTARY SEAL]

My Commission Expires:
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.

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 ______ ___, 2017 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 ________, 2017.

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”.
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:

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CONTRACT ADMINISTRATION PROVISIONS

The Project has been designed by Rosser International, 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
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.  Absenteeism 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