MEMORANDUM

To: Parties Interested In RFP2020-7
From: Cindy Clack
Date: October 23, 2019
Re: RFP2020-7 Leisure Services Gym HVAC Replacement

RFP2020-7 is attached for your consideration. Anyone accessing this Request for Proposal from the Barrow County website www.barrowga.org is responsible to insure the latest documents are in their possession including any addenda. All addenda, questions and answers will be posted on this site. This site should be visited frequently to insure an awareness of any updates.

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

Thank you.
REQUEST FOR PROPOSALS
RFP2020-7

LEISURE SERVICES GYM
HVAC REPLACEMENT

BARROW COUNTY, GEORGIA
OCTOBER 23, 2019

DATE OF OPENING: NOVEMBER 21, 2019
REQUEST FOR PROPOSALS  

LEISURE SERVICES GYM HVAC REPLACEMENT  
BARROW COUNTY BOARD OF COMMISSIONERS  

Date: **October 23, 2019**

**PURPOSE:** The purpose of this request is to provide interested licensed HVAC Contractors (hereafter called (“Contractor”) with sufficient information to enable them to submit a uniform proposal for the Leisure Services Gym HVAC Replacement at 175 Second Street Winder, Ga. 30680 (hereafter called “project”) as required by the Barrow County Board of Commissioners, and to set forth a systematic method that will be fair and impartial to all parties concerned in order to generate responses that can be equally evaluated by the County.

**GENERAL:** Barrow County is interested in entering into an agreement with a Contractor that consists of Leisure Services Gym HVAC Replacement at 175 Second Street Winder, Ga. 30680. You are invited to submit a response for this requirement.

**OBJECTIVE:** The “Project” consists of four (4) new Seer 16 outdoor units, coil replacement of four (4) large air handlers, reinsulating main duct in attic where there is condensation and four (4) new Bluetooth thermostats for the Leisure Services Gym HVAC Replacement. Refer to the drawings and project manual as prepared by CARTER WATKINS ASSOCIATES ARCHITECTS, INC. included in this RFP. Contracting shall be by means of a Contractor for HVAC replacement between one Contractor and Barrow County.

**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.

**PROJECT TIMELINE; LIQUIDATED DAMAGES:** THE SELECTED CONTRACTOR WILL BE REQUIRED TO COMPLETE THE PROJECT WITHIN 120 (one hundred and twenty) 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 deadline date until Project is completed.
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 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 Tuesday, November 12, 2019 at 12:00 (noon) “local time”. All questions submitted by this date will be answered and posted as an addendum on the website www.barrowga.org.

PRE-PROPOSAL MEETING: A Mandatory Pre-Proposal Meeting will be held Monday, November 11, 2019 at 10:00 am at the Leisure Services Building 175 Second Street Winder, Ga. 30680. Failure to attend this mandatory pre-proposal meeting disqualifies you from submitting a bid. NO EXCEPTIONS!!

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

1. Issue Request for Proposal --------------------October 23, 2019
2. Mandatory Pre-Proposal Site Visit-------------------November 11, 2019 (10:00 AM) “Local Time”
3. Deadline for Questions -----------------------------November 12, 2019 (12:00 Noon) “Local Time”
4. Proposal Due Date --------------------------------November 21, 2019 (12:00 Noon) “Local Time”
6. Proposal Opening -------------------------------November 21, 2019 (2:00 PM) “Local Time”

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 “RFP2020-7 Leisure Services Gym HVAC Replacement”. 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 “RFP2020-7 Leisure Services Gym HVAC Replacement”. 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

Sealed proposals will be accepted in the Clerk’s Office, no later than **12:00 pm (Noon) Thursday, November 21, 2019**. Proposals will be opened in the Historic Courthouse Conference Room at the above address at 2:00 p.m. on November 21, 2019. 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 AND BONDING 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.
- Pursuant to O.C.G.A. § 36-91-70 and O.C.G.A. § 36-91-90, a Performance Bond and a Payment Bond shall be required for all public works construction contracts valued greater than $100,000. See Standard Construction Services Agreement for additional information and forms required.

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

- **Letter of Introduction** -- Provide a letter of introduction.
- **Company Profile** – Describe your business including, but not limited to, its years in business, number of clients using your services, and any distinctiveness of your business. Provide legal status and Federal Tax ID number.
- **References** – Include references of clients; please provide name, address, telephone number, contact name and contact title. Use the attached Reference Document (2 pages).
- **Proposal** – Submit proposal per specifications.
- **Pricing** – Use the attached “Leisure Services Gym HVAC Replacement” Proposal Form in submitting pricing.
- **Warranty** – Attach warranty statement.
• Optional Information -- Information not covered above that the Contractor deems relevant.

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

Proposals are to be limited to thirty (30) pages single-sided (this does not include References, 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 (5 Pages)
• Project Manual / Specifications (83 Pages)
• Drawings (3 Pages)
• Proposal Form (1 Page)
• References Form (2 Pages)
• Notice to Proceed (1 Page)
• Agreement (23 Pages)
• Barrow County Code of Ethics Ordinance (30 Pages)
PROJECT MANUAL
AND
SPECIFICATIONS
BARROW COUNTY
Leisure Services Gym
HVAC Replacement
RFP2020-7
October 23, 2019
BARROW COUNTY
Georgia

Prepared by
CARTER WATKINS ASSOCIATES
ARCHITECTS, INC.
137 East Washington Street    Post Office Box 1004
Monroe, Georgia 30655-1004    770/267-1064 FAX
TABLE OF CONTENTS
Barrow County Leisure Service Gym
HVAC Replacement

DIVISION 0
SECTION 00 25 13  PRE-BID MEETINGS
SECTION 00 31 19  EXISTING CONDITIONS INFORMATION
SECTION 00 43 73  PROPOSED SCHEDULE OF VALUES

SECTION 01 11 13  SUMMARY OF THE WORK
DIVISION 1
SECTION 01 29 00  APPLICATION FOR PAYMENT
SECTION 01 31 13  PROJECT COORDINATION
SECTION 01 33 00  SUBMITTALS
SECTION 01 42 19  REFERENCES AND STANDARDS
SECTION 01 43 13  MATERIALS AND EQUIPMENT
SECTION 01 78 39  PROJECT RECORD DOCUMENTS

SECTION 23 06 00  BASIC MATERIALS AND METHODS
DIVISION 23
SECTION 23 06 20  HEATING, VENTILATION, AND AIR CONDITIONING

SECTION 26 00 00  BASIC MATERIALS AND METHODS
DIVISION 26
SECTION 26 05 33  CONDUIT
1.1 PREBID MEETING

A. The Owner and Architect will conduct a Prebid meeting as indicated below:
   1. Meeting Date: Tuesday November 11, 2019.
   2. Meeting Time: 10:00 a.m., local time.
   3. Location: 30 N. Broad Street in the Tax Commissioner’s Lobby.

B. Attendance:
   1. Prime Bidders: Attendance at Prebid meeting is mandatory.
   2. Subcontractors: Attendance at Prebid meeting is recommended.

C. Bidder Questions: The pre-bid is conducted solely to allow prospective bidders to see the existing conditions. Questions regarding the drawings and project manual will not be answered at the pre-bid. Submit written questions to info@carterwatkins.com.

D. Agenda: Prebid meeting agenda will include review of topics that may affect proper preparation and submittal of bids, including the following:
   1. Procurement and Contracting Requirements:
      a. Advertisement for Bids.
      b. Instructions to Bidders.
      c. Bonding.
      d. Insurance.
      e. Bid Security.
      f. Bid Form and Attachments.
      g. Bid Submittal Requirements.
      h. Bid Submittal Checklist.
      i. Notice of Award.
   2. Communication during Bidding Period:
      a. Obtaining documents.
      b. Access to Project Web site.
      c. Bidder's Requests for Information.
      d. Bidder's Substitution Request/Prior Approval Request.
      e. Addenda.
   3. Contracting Requirements:
      a. Agreement.
      b. The General Conditions.
      c. The Supplementary Conditions.
      d. Other Owner requirements.
   4. Construction Documents:
BARROW COUNTY  
Leisure Services Gym HVAC Replacement  
October 23, 2019

a. Scopes of Work.  
b. Temporary Facilities.  
c. Use of Site.  
d. Work Restrictions.  
e. Alternates, Allowances, and Unit Prices.  
f. Substitutions following award.  

5. Separate Contracts:  
   a. Work by Owner.  
   b. Work of Other Contracts.  

6. Schedule:  
   a. Project Schedule.  
   c. Liquidated Damages.  
   d. Other Bidder Questions.  

7. Site/facility visit or walkthrough.  

E. Sign-in Sheet: The following will be made part of the next addendum after the meeting:  
   1. Sign-in Sheet: showing those who attended the meeting.  

END OF DOCUMENT
DOCUMENT 003119 - EXISTING CONDITION INFORMATION

1.1 EXISTING CONDITION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. They are made available for Bidders' convenience and information, but are not a warranty of existing conditions. This Document and its attachments are not part of the Contract Documents.

B. Existing photographs and architectural that include information on existing conditions including previous construction at Project site are available for viewing on FTP site.

C. Related Requirements:

1. Document 002113 "Instructions to Bidders" for the Bidder's responsibilities for examination of Project site and existing conditions.
2. Document 003126 "Existing Hazardous Material Information" for hazardous materials reports that are made available to bidders.
3. Document 003132 "Geotechnical Data" for reports and soil-boring data from geotechnical investigations that are made available to bidders.

END OF DOCUMENT 003119
SECTION 004373 - PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five 5% percent of the Contract Sum.

B. Arrange schedule of values using AIA Document G703-1992 or any similar type form showing the same breakdown of values.

1. Copies of AIA standard forms may be obtained from the American Institute of Architects; https://www.aiacontracts.org/library; (800) 942-7732.

END OF DOCUMENT 004373
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019

DOCUMENT 01 11 13 SUMMARY OF THE WORK

1.1 RELATED DOCUMENTS

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

1.2 PROJECT DESCRIPTION

A. The Project consists of the Replacement of all of the existing HVAC exterior units and the Replacement of the coils on the interior unit. Also included is the Replacement of controls and all thermostats with programmable, wi-fi enabled thermostats. Bids are to include any and all electrical work, conduit, conduit Replacement, refrigerant line Replacement, coring block, patching, etc. so that the building has new HVAC systems and is in the same state upon completion that it is now.

B. On the following pages are photos of the existing equipment and controls. Bidders are to replace the units with the same tonnage of the existing and shall be responsible for verifying the existing equipment and conditions.

1.3 CONTRACTORS USE OF PREMISES

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

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

2. Keep driveways and entrances serving the premises and the park grounds clean and available to the Owner. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019
<table>
<thead>
<tr>
<th>System</th>
<th>Pressure (psi)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>140/460/550/6617</td>
</tr>
<tr>
<td>2</td>
<td>2460/460/550/660.7</td>
</tr>
</tbody>
</table>

Note: System pressure should be checked and maintained as per the manufacturer's specifications.
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019

END OF SECTION
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019
DOCUMENT 01 29 00 APPLICATION FOR PAYMENT

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SCHEDULE OF VALUES

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

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

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

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

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

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

   a. Generic name
   b. Related Specification Section
   c. Name of subcontractor
   d. Name of Manufacturer or fabricator
   e. Name of supplier
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019

f. Change Orders (numbers) that have affected value
g. Dollar value
h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent

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

1.4 APPLICATIONS FOR PAYMENT:

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
C. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for payment.
D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
E. Transmittal: Submit 3 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours.
F. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

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

1. Completion of Project closeout requirements
2. Completion of items specified for completion after Substantial Completion
3. Assurance that unsettled claims will be settled
4. Assurance that Work not complete and accepted will be completed without undue delay
5. Transmittal of required Project construction records to Owner
6. Certified property survey.
7. Proof that taxes, fees, and similar obligations have been paid
8. Release of liens
9. Removal of temporary facilities and services
10. Removal of surplus materials, rubbish, and similar elements
11. Change of door locks to Owner’s access

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION
PART 1 - GENERAL

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

1.2 SUMMARY
A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
   1. Coordination
   2. General installation provisions
   3. Cleaning and protection

1.3 COORDINATION
A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
   1. Where installation of one part of the work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
   2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.
B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
   1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their work is required.
C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL INSTALLATION PROVISIONS
A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
B. Manufacturer’s Instructions: Comply with manufacturer’s installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than
requirements contained in Contract Documents.

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

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

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

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

G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

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

3.2 CLEANING AND PROTECTION

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

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

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

END OF SECTION
Barrow County
Leisure Services Gym HVAC Replacement
October 23, 2019

Document 01 33 00 Submittals

Part 1 - General

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

1.2 Summary
A. This Section specifies administrative and procedural requirements for submittals required for performance of the work, including:
   1. Contractor's construction schedule
   2. Daily construction reports
   3. Shop Drawings
   4. Product Data
   5. Samples
B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
   1. Permits
   2. Applications for payment
   3. Performance and payment bonds
   4. Insurance certificates
   5. List of Subcontractors
C. The Schedule of Values submittal is included in Section "Applications for Payment."

1.3 Submittal Procedures
A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
   2. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.
      a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for re-submittals.
a. Allow three weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
b. If an intermediate submittal is necessary, process the same as the initial submittal.
c. Allow two weeks for reprocessing each submittal.
d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor’s review and approval markings and the action taken.
2. Include the following information on the label for processing and recording action taken.
   a. Project name
   b. Date
   c. Name and address of Architect
   d. Name and address of Contractor
   e. Name and address of subcontractor
   f. Name and address of supplier
   g. Name of manufacturer
   h. Number and title of appropriate Specification Section
   i. Drawing number and detail references, as appropriate

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
1. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor’s certification that information complies with Contract Document requirements.

1.4 CONTRACTOR’S CONSTRUCTION SCHEDULE
A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor’s construction schedule. Submit within 30 days of the date established for "Commencement of the Work".
   1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019

1. When revisions are made, distribute to the same parties and post in the same locations.
   Delete parties from distribution when they have completed their assigned portion of the work
   and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been
   recognized or made. Issue the updated schedule concurrently with report of each meeting.

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

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

C. SPECIFIC SHOP DRAWINGS TO BE SUBMITTED, IN ADDITION TO CUSTOMARY ITEMS, ARE AS
   FOLLOWS:
   1. Engineered Wood Truss Shop drawings with Georgia Registered Engineer’s Stamp.
   2. Steel Stud Shop drawings with Georgia Registered Engineer’s Stamp.
   4. Roofing, flashing, and coping shop drawings.
   5. Millwork and Cabinetry.
   6. Interior Finishes.
   7. HVAC, Plumbing, and Electrical.

1.6 PRODUCT DATA
A. Collect Product Data into a singe submittal for each element of construction or system. Product Data
   includes printed information such as manufacturer’s installation instructions, catalog cuts, standard
color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
   a. Manufacturer’s printed recommendations
   b. Compliance with recognized trade association standards
   c. Compliance with recognized testing agency standards
   d. Application of testing agency labels and seals
   e. Notation of dimensions verified by field measurement
   f. Notation of coordination requirements

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

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

4. Submittals: Submit 3 copies of each required submittal; submit 5 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.
   a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

5. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
   a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer’s possession.
   b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.7 SAMPLES

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

1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect’s Sample. Include the following:
   a. Generic description of the Sample
   b. Sample source
   c. Product name or name of manufacturer
d. Compliance with recognized standards  
e. Availability and delivery time

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

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

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

5. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
   a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
   b. Sample sets may be used to obtain final acceptance of the construction associated with each set.

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

1.8 ARCHITECT’S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
   1. Compliance with specified characteristics is the Contractor’s responsibility.

B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "Approved “ or No Exceptions Taken“ that part of the work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance. This does NOT preclude the Contractor from following the Construction Documents in any way. This does not comprise the Architect’s “approval” of the submittal, other than for a cursory review, and does not allow the contractor to deviate from the documents in any fashion. It is simply a courtesy review of the submittal. The Architect has outlined the project in the Construction Document and any variation is taken at the Contractor’s risk.

2. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted“ that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

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

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION
BARROW COUNTY
Leisure Services Gym HVAC Replacement
October 23, 2019
DOCUMENT 01 42 19 REFERENCE STANDARDS AND DEFINITIONS

PART 1 - GENERAL

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

1.2 DEFINITIONS
A. General: Basic Contract definitions are included in the General Conditions.
B. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, other paragraphs or schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.
C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect", "requested by the Architect," and similar phrases.
D. Approve: The term "approved," where used in conjunction with the Architect’s action on the Contractor’s submittals, applications, and requests, is limited to the Architect’s duties and responsibilities as stated in General and Supplementary Conditions.
E. Regulation: The term "Regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
G. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working b dimension, finishing, protecting, cleaning, and similar operations."
H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
1. The term "experienced" when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
2. Trades: Use of titles such as "carpentry" is not intended to imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
3. Assignment of Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts...
in the operations to be performed. The specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no choice or opinion. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.

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

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

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

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.

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

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

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

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

2. Although copies of standards needed for enforcement of requirements may be included as part of required submittals, the Architect reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.
E. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

1.4 GOVERNING REGULATIONS/AUTHORITIES
A. The Architect has contacted authorities having jurisdiction where necessary to obtain information necessary for preparation of Contract Documents; that information may or may not be of significance to the Contractor. Contact authorities having jurisdiction directly for information and decisions having a bearing on the Work.

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

PART 2 - PRODUCTS (Not Applicable)
PART 3 - EXECUTION (Not Applicable)

END OF SECTION
PART 1 - GENERAL

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

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

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

1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term “product” includes the terms “material,” “equipment,” “system,” and terms of similar intent.
   a. "Named Products” are items identified by manufacturer’s product name, including make or model designation, indicated in the manufacturer’s published product literature, that is current as of the date of the Contract Documents.

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

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

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

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

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

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

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

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface which is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
   a. Name of product and manufacturer
   b. Model and serial number
   c. Capacity
   d. Speed
   e. Ratings

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

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

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.

3. Deliver products to the site in the manufacturer’s original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.

4. Inspect products upon delivery to ensure compliance with the Contract Documents, and to ensure that products are undamaged and properly protected.

5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

7. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer’s instructions.
2.1 PRODUCT SELECTION

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

1. Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect.

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

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

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

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

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

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

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

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

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

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

7. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer’s standard colors, patterns, textures..." or a similar phrase, select a product and
8. Allowances: Refer to individual Specification Sections and “Allowance” provisions in Division-1 for allowances that control product selection, and for procedures required for processing such selections.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

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

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

END OF SECTION
DOCUMENT 01 78 39 PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Sections include the following:

1. Division 1 Section "Summary of Multiple Contracts" for coordinating Project Record Documents covering the Work of multiple contracts.
2. Division 1 Section "Closeout Procedures" for general closeout procedures.
3. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
4. Divisions 2 through 16 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one set of marked-up Record Prints and one electronic copy.
2. Number of Copies: Submit copies of Record Drawings as follows:

   a. Initial Submittal: Submit one set of corrected Record electronic files and one set of marked-up Record Prints. Architect will initial and date each marked-up set and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return transparencies and prints for organizing into sets, printing, binding, and final submittal.
   b. Final Submittal: Submit one set of marked-up Record Prints, one set of record transparencies, and three copies printed from Record Transparencies. Print
each Drawing, whether or not changes and additional information were recorded.

c. Final Submittal: Submit one set of marked-up Record Prints, one set of Record CAD Drawing files, one set of Record CAD Drawing plots, and three copies printed from record plots. Plot and print each Drawing, whether or not changes and additional information were recorded.

1) Electronic Media: CD-ROM.

B. Record Specifications: Submit one copy of Project’s Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one copy of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

b. Accurately record information in an understandable drawing technique.

c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.

b. Revisions to details shown on Drawings.

c. Depths of foundations below first floor.

d. Locations and depths of underground utilities.

e. Revisions to routing of piping and conduits.

f. Revisions to electrical circuitry.

g. Actual equipment locations.

h. Duct size and routing.
i. Locations of concealed internal utilities.

j. Changes made by Change Order or Construction Change Directive.

k. Changes made following Architect's written orders.

l. Details not on the original Contract Drawings.

m. Field records for variable and concealed conditions.

n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.

6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.

2. Refer instances of uncertainty to Architect for resolution.

3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.

4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.

C. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:

1. Format: Same CAD program, version, and operating system as the original Contract Drawings.

2. Format: DWG, operating in Windows NT operating system.

3. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.

4. Refer instances of uncertainty to Architect for resolution.

5. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.

   a. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.

D. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult with Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

E. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Drawings, [and] [Product Data] where applicable.
2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Drawings, and Product Data where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 01781
PART 1 - GENERAL

1.01 WORK INCLUDED
A. The work covered by this section includes furnishing all labor, equipment, and materials as specified herein, shown on the drawings, or required for a complete and satisfactory installation.

1.02 REFERENCE STANDARDS
A. American National Standards Institute (ANSI)
B. American Society of Mechanical Engineers (ASME)
C. National Fire Protection Association (NFPA)
D. Underwriters Laboratory

PART 2 - PRODUCTS

2.01 PIPING
A. Domestic Water Systems:
   1. Pipe, 3” size and smaller: Copper water tube manufactured in accordance with ANSI H23-1.
      a. Type AL@ hard copper above ground.
      b. Type AK@ hard or soft copper underground or in pipe trench.
   2. Fittings: Wrought copper seat joint conforming to ANSI B16.22.
   3. Screwed or flanged to sweat pipe connections cast brass, ASA B16.18.
   4. Joints:
      a. 2” and smaller: 95-5 (95% tin and 5% antimony) solder.
      b. 2 - 2” and larger: 95-5 (95% tin and 5% antimony) solder.
      c. All joints below slab on grade shall be alloy solder melting not less than 1000 degrees F.
   5. Unions:
      a. Cast brass or bronze with soldered connections. Unions 2” and smaller, ground joint; 2 - 2” and larger, flanged.
   6. Pipe, 4” diameter and larger:
      a. Underground: 4” size shall be Class 51, 6” and larger shall be Class 50 ductile iron, ANSI A21.51-1976 with push on or mechanical joints with the bituminous outer coating. Fittings shall be 250 psi ductile iron, mechanical joints with bituminous outer coating.
      b. Above Ground: 4” size and larger shall be type L hard drawn copper with wrought copper or cast brass fittings.
B. Soil, Waste, and Vent piping within the building and where indicated on the drawings.

1. Pipe and Fittings:
   a. Above slab-on grade and inside the building shall be PVC pipe and fittings properly marked to indicate the system complies with all Soil Pipe Standards 301-74.
   b. Below slab-on grade and under floor shall be hub and spigot with oakum and lead caulked joints or at contractor’s option, neoprene one-piece elastometic compression gasket joints for pipe bearing on virgin soil.
   c. Sanitary outside building may be PVC or at Contractor’s option, extra strength vitrified clay with PVC joints.

2. Pipe and Fittings:
   a. ABS or PVC piping above and below slab on grade except in return air plenums.
   b. ABS plastic DWV piping and fittings shall conform to ASTM Standard D2661 and shall be so marked. ABS solvent cement shall conform to ASTM Standard D-2235.
   c. PVC plastic DWV piping and fittings shall conform to ASTM Standard D2665 and shall be so marked. PVC solvent cement shall conform to ASTM Standard D-2564. PVC primer shall be applied to pipe and inside of socket fittings before applying PVC solvent cement.
   d. Pipe cement that is recommended by the manufacturer for use on neither ABS nor PVC pipe shall not be permitted on the project.
   e. All plastic pipe and fittings shall be NSF approved and shall be so marked.
   f. All ABS and PVC plastic pipe and fittings shall have solvent socket ends.

C. Waste connections to service sink trap standards:

1. Pipe: Galvanized Schedule 40 steel pipe.
2. Fittings: 125 lb. galvanized, screwed, recessed pattern, drainage fittings.
3. Options: Type AL® copper with adapters.

D. Waste connections to lavatories, sinks, and drinking fountains:

1. Pipe: Type AL® hard copper manufactured in accordance with ANSI H23.1.
2. Fittings: Cast brass alloy or wrought copper drainage fittings manufactured in accordance with ANSI B16.23.

E. Soil connections to urinals:

1. Pipe: Type AK® copper with wrought copper pressure fitting or red brass nipples and cast brass fittings.
F. Waste connections to water closet:
   1. Floor Mounted - Cast iron closet flange bolted to fixture with fixture setting seal gasket.
   2. Wall Hung - Chair carriers as specified with fixture.

G. Condensate Drain Piping:
   1. Type AM@ copper tubing.
   2. Fittings:
      a. Copper pipe: Sweat type wrought copper or cast brass.
      b. Provide cleanout for all changes of direction exceeding 45 degrees.

H. Chilled Water and Hot Water Space Heating Piping:
   1. Pipe: Schedule 40 black steel conforming to ASTM A120.
   2. Fittings: Wrought carbon steel butt welding fittings, conforming to ASTM A234, for pipe sizes 2-1/2" and larger. Malleable iron, 150 lb. class, screwed conforming to ASTM A47, for pipe sizes 2" and smaller.
   3. Alternate Fittings: Grooved piping and fittings.
      a. Acceptable manufacturers are Victaulic and Grinnell Groove-loc.
      b. Fittings shall be rigid type unless noted otherwise on plans.
      c. Manufacturer shall submit piping shop drawings.

I. Gas Piping:
   1. Pipe: Schedule 40, black steel pipe conforming to ASTM A-120, factory coated and wrapped for underground, uncoated for above ground.
   2. Fittings: Carbon steel, butt weld for sizes 2-1/2" and larger and black malleable iron, screwed for 2” and smaller. Brushings are not permitted.
   3. Corrosion protection: Apply corrosion resistant coating, to all underground joints and damaged factory wrap.
   4. Gas pipes shall not be installed below floor slabs on grade, in partitions, walls or plenums except as directed and as approved by local codes.
   5. Provide gas cock for each piece of equipment.

J. Compressed Air Piping: (125 psig)
   1. Pipe: Type AL@ copper.
      OR
   3. Pipe: Schedule 40, black steel conforming to ASTM A-120.
   4. Fittings: Carbon steel, 125 lb. butt weld for size 2-1/2” and larger; black malleable
K. Underground Piping Systems:

1. The layout basis of the following chilled water, hot water systems is Thermal Pipe Systems. Acceptable alternates are Ricwil, Permapipe, and Thermacore.

2. Space Heating Hot Water Piping:
   a. HEAT-TITE shall be used for hot water supply and return using a rubber ring jointing method. Unless otherwise specified, all pipe, fittings, valves, and accessories shall conform to the requirements of ANSI B31.1, and shall be of the proper type for pressure and temperature of the heating or cooling water.
   b. Steel Carrier Pipe: Carrier pipe shall be steel pipe.
   c. HEAT-TITE COUPLING: The HEAT-TITE coupling shall be Reinforced Thermosetting Resin Plastic (RTRP). The RTRP coupling shall be glass filament wound epoxy ring, shall be machined into the coupling. The length of the coupling shall be such that when correctly assembled it will give the proper end separation.
   d. Rubber Sealing Rings: Rubber sealing rings for HEAT-TITE piping shall be molded heat resistant Ethylene Proplene Diene Monomer (EPDM) using a properly vulcanized compound. The ring surfaces shall be smooth and free from all porosity and internal voids.
   e. PVC Casing Pipe: The Polyvinyl Chloride (PVC) Casing Pipe shall be of virgin PVC resin meeting the classification requirements of ASTM D1784. The thickness shall be as shown on the following pages.
   f. Rubber End Seals: Rubber end seals for insulated HEAT-TITE shall be a high temperature (HT) heat resistant Ethylene Propylene Diene Monomer (EPDM) molded rubber compound. All surfaces shall be smooth and free of voids.

   g. Polyurethane Foam Insulation: Polyurethane foam insulation shall meet the following specifications:

      Type: Two component urethane
      Compressive Strength: 25 psi parallel min at 5% comp
      Shrinkage: None at 70 F
      Free Rise Density: 1.5 to 2.5 lbs / cu. ft.
      Aged AK@ 0.140 BTU per inch, per
(70 F - 72 hrs): hour, per degree Fahrenheit, per s.f.

Closed Cell Content: 90%

Insulation Concentricity: Carrier Pipe shall be concentric to casing pipe. The allowable maximum deviation from center line of carrier pipe shall be plus or minus 1/4 inch at the casing center point and plus or minus 1/16 inch at the end seals.

h. Casing-Tite Coupling: The Casing-Tite coupling shall be of virgin PVC Resin meeting classification requirements of ASTM D1784. The coupling shall be SDR 51 or heavier. The rubber rings shall meet ASTM D1869. The Casing Tite coupling shall have a groove molded into each end and the sealing rings inserted into the groove at the factory.

l. Insulated Fittings: Fittings may be preinsulated by Thermal Pipe Systems, Inc. using the same insulation thickness and casing as the pipe. Where necessary laid-up fiberglass casing will be substituted in all or part of the fitting. A thrust plate of the proper size shall be provided. End seals on fittings shall be the same as used on the pipe.

j. Wall Penetration Sleeves: Provide where piping passed masonry or concrete walls, floors, and roofs. Sleeves in outside walls below and above grade, in floor, or in roof slabs, shall be schedule 40 or standard weight coated black steel pipe. Space between piping or insulation casing, and the sleeve shall be sufficient to allow proper water tight sealing, but never less than 2”. Sleeves shall be held securely in proper position and location during construction. Sleeves shall be of sufficient length to pass through entire thickness of walls or slabs. Sleeves in floor slabs shall extend 2 inches above the finished floor. In existing concrete manholes or building, wall penetrations may be made using the Acore drilling@ methods providing proper care is taken to drill the holes to the size needed and square to the line of the pipe.

k. Wall Penetration Seals: All wall penetrations shall be sealed to prevent water from entering the building or manhole. The sealing material shall be as specified by the engineer.
l. Insulation: Thickness of insulation for HEAT-TITE pipe and fittings shall be as shown below.

m. Temperature and Pressure: The HEAT-TITE piping system and all of its components to operate up to 150 psig at 250 degrees F, plus typical surges.

n. Dimensions and Weights of insulated HEAT-TITE piping and fittings are as shown below.

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>PIPE SIZE</th>
<th>INSULATION THICKNESS</th>
<th>WT. (LBS/FT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>2</td>
<td>.92</td>
<td>105.6</td>
</tr>
<tr>
<td>80</td>
<td>2</td>
<td>1.20</td>
<td>209.4</td>
</tr>
<tr>
<td>80</td>
<td>4</td>
<td>1.67</td>
<td>316.8</td>
</tr>
<tr>
<td>80</td>
<td>6</td>
<td>1.59</td>
<td>531.8</td>
</tr>
<tr>
<td>80</td>
<td>8</td>
<td>1.57</td>
<td>781.8</td>
</tr>
<tr>
<td>80</td>
<td>10</td>
<td>1.49</td>
<td>1028.2</td>
</tr>
<tr>
<td>80</td>
<td>12</td>
<td>1.38</td>
<td>1416.0</td>
</tr>
</tbody>
</table>

3. Chilled Water Piping:

a. KOOL-KORE shall be used for chilled water service, using a rubber ring jointing method.

b. PVC Carrier Pipe: Carrier pipe shall be Polyvinyl Chloride (PVC) 160 psi pipe - SDR 26 in accordance with ASTM D2241. Pipe shall be extruded from clean, virgin
approved class 12454A PVC compound conforming to ASTM D1784.

c. PVC Casing Pipe: The PVC casing pipe shall be of virgin PVC resin meeting the minimum classification requirements of ASTM D1784. The thickness shall be as shown on the following pages.

d. Rubber Sealing Rings: Sealing rings for the PVC carrier pipe shall be a molded solid compression type rubber compound suitable for the service and pressure of the system.

e. Rubber End Seals: End seals for insulated KOOL-KORE shall be molded rubber with a compression type seal.

f. Polyurethane Foam Insulation: Polyurethane foam insulation shall meet the following specifications:

<table>
<thead>
<tr>
<th>Specification</th>
<th>Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
<td>Two component urethane</td>
</tr>
<tr>
<td>Compressive Strength</td>
<td>25 psi parallel min at 5% comp</td>
</tr>
<tr>
<td>Shrinkage</td>
<td>None at 70 F</td>
</tr>
<tr>
<td>Free Rise Density</td>
<td>1.5 to 2.5 lbs / cu. ft.</td>
</tr>
<tr>
<td>Aged AK@ (70 F - 72 hrs)</td>
<td>0.140 BTU per inch, per hour, per degree Fahrenheit, per s.f.</td>
</tr>
<tr>
<td>Closed Cell Content</td>
<td>90%</td>
</tr>
</tbody>
</table>

Insulation Concentricity:

Carrier Pipe shall be concentric to casing pipe. The allowable maximum deviation from center line of carrier pipe shall be plus or minus 1/4 inch at the casing center point and plus or minus 1/16 inch at the end seals.
g. Wall Penetration Sleeves: Provide where piping passes through masonry or concrete walls, floors, and roofs. Sleeves in outside walls below and above grade, in floor, or in roof slabs, shall be schedule 40 or standard weight coated black steel pipe. Space between piping or insulation casing, and the sleeve shall be sufficient to allow proper water tight sealing, but never less than 2”. Sleeves shall be held securely in proper position and location during construction. Sleeves shall be of sufficient length to pass through entire thickness or walls or slabs. Sleeves in floor slabs shall extend 2 inches above the finished floor. In existing concrete manholes or building, wall penetrations may be made using the Acore drilling methods providing proper care is taken to drill the holes to the size needed and square to the line of the pipe.

h. Wall Penetration Seals: All wall penetrations shall be sealed to prevent water from entering the building or manhole. The sealing material shall be as specified by the engineer.

i. Insulation: Thickness of insulation for KOOL-KORE pipe shall be as shown below.

j. Temperature and Pressure: The KOOL-KORE piping system and all of its components are designed to operate at temperatures up to 70°F at 160 psig or at reduced pressures for elevated temperatures, as follows:

<table>
<thead>
<tr>
<th>TEMP. F</th>
<th>PRESSURE psig</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
<td>144</td>
</tr>
<tr>
<td>90</td>
<td>121</td>
</tr>
<tr>
<td>100</td>
<td>102</td>
</tr>
<tr>
<td>110</td>
<td>80</td>
</tr>
<tr>
<td>120</td>
<td>64</td>
</tr>
<tr>
<td>130</td>
<td>49</td>
</tr>
</tbody>
</table>
k. Dimensions and weights of insulated KOOL-KORE piping systems are as shown below.

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>PIPE SIZE</th>
<th>INSULATION THICKNESS</th>
<th>WT. (LBS/FT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>4”</td>
<td>1.67</td>
<td>143</td>
</tr>
</tbody>
</table>

2.02 PIPE SPECIALTIES

A. Escutcheon Plates:

1. Escutcheon plates: Chromium-plated, not less than 20 gauge steel, split pattern, set screws on ceiling plates, spring clips on others, sized to fit over insulation and to cover sleeves.

2. For exposed piping in flush sleeves in finished areas: Grinnell Fig. 10, F & S Fig. 602, Perfection Fig. 10.

3. For exposed piping where sleeves extend beyond penetrated surface, provide deep pattern type.

B. Pump Suction Diffuser:

1. Cast iron body, steel or cast iron outlet guide vanes, removable stainless steel strainer and fine mesh brass start-up strainer.

C. Triple Duty Valve:

1. Angle or straight type combination shut-off, balancing, non-slam check valve with cast iron body, bronze disc and seat, and stainless steel valve stem and spring.
2. Install valve with ample clearance for valve stem and service.

D. Air Purger:

1. Steel or cast iron body, flanged connections for horizontal, in-line installation, and tappings for vent and drain connections.

DI. Air Vents:

1. Automatic Air Vents shall be Armstrong Model AAE-750, or equal, installed in a vertical position with a gate valve to isolate vent for service or Replacement.

2. Manual Air Vents shall be Armstrong No. 72, or equal up to 75 psig operating pressure or lever handle brass cock rated for operating pressure. Provide brass goose neck termination.

DII. Automatic Fill Valve:

Armstrong Model RD or HRD or equal as required for operating pressure of installation.

DIII. Expansion Tank:

Taco Model CAX or equal ASME precharged bladder expansion tank stamped 125 psig working pressure with replaceable bladder, rated for 240-degrees F. at the tank and air charging valve to facilitate precharge pressure to meet actual system conditions.

DIV. Backflow Preventer: (Make-up Water System)

1. Watts Model 9D or equal, tested and certified under A.S.S.E. Standard 1012-1980 or CSA Standard B64.3.

DV. Water Pressure Reducing Valve (Make-up water system) - Armstrong RD-40, or equal bronze construction with built-in strainer.

DVI. Strainers shall be Y-pattern type with cast iron body. Strainers shall have removable 316
stainless steel or monel screens and shall have perforations to provide a net free area
through the screen of at least 3 times that of the entering pipe. Perforations shall be 1/8"
diameter for chilled, hot, and make-up water service. Strainers 2-1/2” and larger shall be
provided with a plugged gate valve and nipple the full size of the strainer blowdown
outlet. Blowdown outlets shall be located at the low point of the strainer. Strainers 2” and smaller
shall be threaded. Strainers 2-1/2” and larger shall be flanged.

K. Flexible Pipe Connections: Flexible pipe connections shall be stainless steel corrugated
metal hose with high tensile stainless steel wire braid for ferrous pipe and bronze corrugated
metal hose with high tensile bronze wire braid with copper pipe. Connections for pipe 2-1/2”
and smaller shall be male pipe thread, and for pipe 3” and larger shall be 150 lb. flange ends.
Minimum pressure rating shall be 150 psig wwp. Rubber hose connectors for closed loop
heat pumps will be furnished with the heat pump units.

2.03 ACCESS PANELS - BUILDING

A. Flush, hinged door, locking type steel access panel and frame. Access panels shall be UL
fire rated same as structure in which installed.

B. Panel size 24” x 24” unless indicated otherwise on drawings.

C. Frame styles specifically designed for setting in bare masonry, plastered surfaces, dry wall,
or in acoustical tile as required.

2.04 CORROSION RESISTANT COATINGS

A. Acceptable manufacturers: Koppers Bitumastic Super Service Black, Royston Laboratories
A-51, Johns-Manville ATranstex V20”.

2.05 PIPE HANGERS AND SUPPORTS

A. Products manufactured in accordance with MSS SP58 and conforming to Federal Specification
WWH171e, MSS SP69, UL203, NFPA13, and NFPA24 are acceptable. The following Grinnell
figure numbers are used as a guide.

1. Bare Copper Pipe - Fig. CT-99.
2. Bare Steel Pipe - Fig. 260.

3. Insulated Pipe - Fig. 260 sized to fit over insulation and with properly sized Fig. No. 167 shield.

4. Vertical Pipe - Fig. CT-121 or Fig. 261.
   a. Bare copper pipe must be isolated from contact with steel riser clamp by rapping with sheet lead or other acceptable material. Fig. CT-121 coated clamp may be used.

5. Several horizontal pipes in the same plane may be supported on trapeze hangers spaced as required for the smallest pipe.

2.06 SLEEVES

A. Sleeves shall be standard weight steel pipe.

B. Sleeves shall be of sufficient size for pipe and insulation to pass through.

C. Exposed sleeves through floors shall project 2” min. above finished floor.

D. Pro-Set or equal sleeve system may be used in lieu of above.

2.07 DIELECTRIC COUPLINGS

A. Acceptable: Capitol Type CS, Epco FX, and Clearflow Dielectric Waterway.

B. Description: Screwed ends, dielectric isolating section.

2.08 VALVES

A. General:

1. All gate and globe valves shall be designed for repacking under pressure when fully
opened and shall be equipped with packing suitable for the intended service.

2. Valves used in copper pipe systems up to and including 3” size shall be similar and equal to those described herein for threaded valves up to 2” size.

3. Face to face and end to end dimensions of valves shall conform to ANSI B16.10.

4. Insofar as possible, all valves of the same type shall be of the same manufacturer.

B. Gate Valves:

1. Valves 2” and smaller shall be bronze body, solid wedge, rising stem, union bonnet, equal to Crane 428UB, Jenkins 4TU, Milwaukee 1152 or Stockham B-105.

2. Valves 2-1/2” and larger shall be flanged and iron body, bronze trim, OS&Y equal to Crane 465-1/2, Jenkins 651-C, Milwaukee F-2885 or Stockham G-623.

C. Globe Valves:

1. Valves 2” and smaller shall be bronze body, union bonnet, integral seat, renewable disc, equal to Crane 7, Jenkins 106A, Milwaukee 590, or Stockham B-22.

2. Valves 2-1/2” and larger shall be iron body, composition disc, flanged ends, bolted bonnet, bronze mounted, equal to Crane 351, Jenkins 613C, Milwaukee F-2981, or Stockham G-512.

D. Check Valves:

1. Valves 2” and smaller shall be bronze body, horizontal swing, Y pattern with removable discs equal to Crane 37, Jenkins 92A, Milwaukee 509, Stockham B-319.

2. Valves 2-1/2” and larger installed horizontally shall be iron body, bolted bonnet, horizontal swing with removable seat and disc equal to Crane 373, Jenkins 624-C, Milwaukee F-2974, Stockham G-931.

3. Valves 2-1/2” and larger installed in vertical position shall be iron body, globe type, silent design, bronze mounted with stainless steel spring and flanged end connections
equal to Milwaukee 1800, Mueller 105-AP, APCO 600.

E. Ball Valves:

1. Ball valves shall be 2” and smaller for water and air service and shall have a 2-piece bronze body, teflon seat and brass ball equal to Crane 2180, Jenkins 902-T, Milwaukee BA-200, Stockham S-216-BR-RT. Provide extended handles on insulated piping and memory stop for manual balancing.

F. Butterfly Valves:

1. Butterfly valves for water piping 2-1/2” and larger shall be lug type with extended neck, cast iron body, bronze alloy disc, stainless steel stem equal to Crane 14, Jenkins 232E, Milwaukee ML-1233-E, Stockham LG711BS3E. Provide lever handles on valves 12” and smaller and gear operators on valves larger than 12”.

G. Hose end drain valves shall be gate valves with 3/4” hose thread adapter screwed or soldered into valve.

H. Manual balancing valves, non-calibrated-semi-steel body, neoprene coated, eccentric plug, wrench operator, straightway, memory stop 175 #wog rating.

1. 2” and smaller, screwed ends - Homestead 1512; DeZurik 118S; OIC 811; Milwaukee BBFS100.

2. 2-1/2” and larger, flanged ends - Homestead 1522 and 3” and 4”, 1232 larger; DeZurik 118F, Illinois Products Series 5000.

I. Calibrated Balancing Valves - calibrated for flow balancing, pressure tapping takeoffs, positive shut-off valve with memory stop. Valves shall be supplied with preformed Polyurethane insulation cover.

1. 2” and smaller, screwed ends - Armstrong CBVI; Illinois Series 6000.

2. 2-1/2” and larger, flanged ends - Armstrong CBVII; Illinois Series 6000. (Note: Illinois flow measuring device larger than 1-1/4” must be accompanied by balancing valve
3. A compatible portable flow measurement meter shall be furnished to the owner at the end of the job.

J. Automatic Flow Control Valves:

1. Autoflow, Griswold, or equal, pressure compensating flow control valves in one piece configuration consisting of ground joint union and factory-set flow control unit.

2. Valves shall be brass or stainless steel.

3. Valves must be marked to show direction of flow.

2.09 VIBRATION ISOLATION DEVICES

A. Acceptable: Amber / Booth, Consolidated Kinetics, Korfund, Mason, VECO, and Vibration Mountings and Controls, Inc.

B. Supply all vibration isolation devices from a single manufacturer.

C. Select vibration isolation equipment to give uniform loading and deflection, according to weight distribution of equipment.

D. Spring isolation, generally: spring diameter not less than 0.8 of spring operating height. Provide springs with a minimum additional travel to solid equal to 50% of the rated deflection. Select spring with ratio of horizontal spring constant to vertical spring constant between 1 and 2.

E. Un-housed Spring Type: Provide with leveling bolts for attaching to equipment, vertical resilient limit stops with a minimum clearance of 2” maintained around restraining bolts and between the housing and spring, limit stops out of contact during normal operation. Size for 1” static deflection.
F. Vibration Hanger: Provide with a steel spring and a double deflecting neoprene element in series. Elastomer element with a minimum static deflection of 1/4"; steel spring static deflection of 1", except for the two isolators nearest the vibrating equipment with a static deflection of 1-1/2 times, and equal to, the static deflection of the isolated equipment, respectively. Install with spring element concentric to rod. Isolate hanger rod from steel housing with neoprene bushing.

2.12 TEST PLUGS

A. Universal National, 2" N.P.T. brass body, with neoprene test plug valve insert.

B. Acceptable Manufacturers: No. 700 Pete=s Plug or equal.

2.13 PIPING IDENTIFICATION

A. General: Install color coded identification and direction markers after completion of painting and thermal insulation work unless otherwise noted, all in accordance with ANSI Standard A13.1, 1975.


C. Locations:

1. Mechanical Equipment Rooms:

   Within 18” of each point of entry and exit from all rooms.

   Within 3 feet on each side of each 90-degree elbow, tee, and connection to equipment or vessel.

   At not over 20 foot intervals, measured along centerline of pipe.

2. Above Suspended Ceilings:

   Within 18 inches of each valve or valve assembly.
At tees, identify both main and branch within 3’-0” of tee.

Within 3 feet of each 90-degree elbow.

3. Piping Concealed in Chases or Shafts: Identify each pipe visible through access door or panel.

4. Piping exposed in rooms other than Mechanical Equipment Areas:

Omit identification on piping 2 inch size and smaller exposed at connections to equipment or plumbing fixtures.

With the above exception, identify at not less than one point each piping run visible in each room, with identification at not over 20 foot intervals measured along centerline of pipe.

2.14 VALVE IDENTIFICATION

A. General: Valves shown on drawings except those isolating individual pieces of equipment shall be identified with brass tags and chart listing all valves by numbers. Each valve identification tag shall be 18-gauge polished brass, 1-1/2 inch diameter with service indicated by 1/4 inch, stamped, black-filled letters and valve number indicated by 7/16-inch stamped, black-filled numerals. Tags shall be fastened to valves with meter seals, brass >S= hooks or brass jack chain to permit easy reading.

B. Identification: Each valve tag shall have an identifying letter designating the system, and an identifying number designating the valve. Identifying letters shall be those utilized in the Legend.

C. A chart of all valves showing the valve identification number, location, purpose, and / or special information shall be mounted in an aluminum frame under 1/8” sheet plastic and secured to a wall as directed. Valve chart wording and numbering shall be approved prior to fabricating tags.

D. Manufacturer: Tags shall be as manufactured by W.H. Brady Company, Seton Name Plate Corporation, or Markem Corporation.
2.15 NAMEPLATES

A. General: Provide for all equipment, motor starters, remote push-button stations, insertion type thermostats, remote bulb thermometers, filter gauges, remote pressure gauges, fans, pumps, equipment, and panel mounted controls. Submit identification number and wording for review by engineer.

B. Designation: The name of each piece of equipment or usage shall be etched in 1/4” maximum, 1/8” minimum high letters and mounted on or adjacent to piece of equipment.

C. Type: White core black or red Bakelite secured with epoxy glue.

2.16 MOTORS

Provide motors for all equipment furnished under Mechanical Sections unless otherwise specified. Motors shall operate using electrical characteristics as shown on the electrical drawings and as specified.

Motors shall be Louis-Allis, Gould, Westinghouse, General Electric, or Emerson, except where furnished as part of packaged equipment.

Standards: Except where otherwise specified, motors shall be manufactured according to NEMA Standards. They shall be NEMA Design B, Insulation Class B or F, 40-degrees C. ambient and 40-degrees C. rise. Hermetic motors shall be manufactured according to ARI Standards. Motors 2 HP and larger shall be high efficiency, similar to Gould E plus.

A. Sizes:

1. Motors with standard NEMA Electrical characteristics shall be selected for the design brake horsepower without overload current at rated voltage.

2. Motors with special electrical characteristics, such as hermetic refrigeration motors, shall be selected to produce the brake horsepower required for the specified load without overload current at rated voltage.

B. Enclosures: Motor enclosures shall be open drip-proof, except where otherwise specified. Motors for equipment installed where subject to weather shall be fan cooled, totally enclosed,
weatherproof type.

C. Nameplates: Motors shall have a nameplate showing the specified nominal system voltage as nameplate rated voltage. Each motor shall be guaranteed to operate satisfactorily at the specified nominal system voltage, plus or minus 10%.

2.17 STARTERS

A. Furnish all starters (except where included in motor controls centers), contractors, motor switches, and start-stop stations. Where located inside the building, starter and motor enclosures shall be NEMA type 1 general purpose, and where located outside the building, shall be NEMA type 3R except where otherwise noted on the drawings. See Electrical Division for motor control centers.

B. Three phase motors shall be provided with magnetic across-the-line starters with overload protection on each phase. Furnish starters with hand-off-automatic selector switch and reset button in cover.

C. Single phase motors less than 2 HP shall be provided with relays or switches with overload protection.

D. Equipment furnished with factory installed motor starter units shall also be equipped with individual motor branch circuit protective devices interconnected on their line sides to lugs sized to receive a feeder with minimum ampacity of 125% of total connected load.

E. Starters shall be Allen Bradley, Cutler Hammer, Square-D, General Electric, Westinghouse, Jocelyn Clark, or equal.

2.18 STEEL EQUIPMENT BASES AND SUPPORTS:

A. Fabricate from steel structural shapes by welding. Where members must be removable, assemble with bolted joints.

B. Form corners in angle frames with joints mitered, welded, and ground smooth.

C. Finish steel bases and supports in 2-part rust resistive oil paint system with primer and top
PART 3 - EXECUTION

3.01 SLEEVES

A. Sleeves shall be spaced sufficient distance from adjacent walls and other sleeves so that insulation, floor, wall, and ceiling plates may be installed without cutting insulation or plates.

B. Sleeves through slabs and outside walls below grade shall be caulked water-proof. Caulk other sleeves in floor slabs with non-shrink grout or concrete.

C. Piping passing under column footings, or under or through wall footings, foundations or retaining walls shall be provided with a relieving arch, or an iron pipe sleeve two pipe sizes greater than the pipe passing through.

D. Provide sleeves for piping passing through masonry walls, partitions, floors, and roofs except for cast iron piping which may be built into masonry walls and partitions.

E. Cut wall sleeves full thickness of walls.

F. Where pipes passing through sleeves are to be covered, size sleeves large enough to allow for full thickness covering.

G. Omit pipe sleeves in concrete slabs on grade.

H. Provide sleeve lay-out for slabs above grade, including roof, for approval by structural engineer and architect showing location and size before slabs are formed.

I. Sleeve system such as Pro-Set or equal shall be installed in accordance with manufacturer’s recommendations.

J. Annular space between sleeve and pipe shall be packed with approved fire stopping material. See AFire Stopping@ in Section 15010.
K. Provide sleeves on thermally expandable piping penetrations through fire or smoke rated gypboard construction partitions. The sleeves shall extend a minimum of 3” on either side of the partition and the annular space shall be filled with a fire stopping material in such a way as to maintain a fire endurance rating equivalent to that of the adjacent wall.

L. Isolate non-ferrous piping from slab on grade with armaflex or equal insulation.

M. Piping penetrations made AFTER installation of wall shall be cored with a coring machine. Block shall not be knocked out with a hammer.

3.02 SUPPORT OF PIPING

A. Support steel piping 1” and smaller on centers not more than 8’ apart. Support piping larger than 1” on centers not more than 10’ apart.

B. Support copper tubing 1-1/4” or larger size not more than 10’ apart. Support copper tubing in sizes 1” and smaller not more than 6’ apart.

C. Support soil, waste, and vent stacks and inside downspouts at the base by means of heavy hangers or riser clamps close to the bottom of the stack.

D. Support each horizontal length of cast iron pipe, not counting the fitting, not exceeding 10’-0” on centers.

E. Support all piping within 1’ of each change in direction and at each branch connection.

F. Provide pipe hangers with rods and supports proportioned to the actual size of pipe supported with allowance for weight of insulation and contents.

G. Support hot and cold water plumbing piping in spaces back of plumbing fixtures with heavy duty ABS brackets and u-bolts secured to cast iron stacks.

H. Provide insulation protectors for insulated piping supported on gang or clevis hangers.

I. Do not penetrate exterior walls of the building below grade with support bolts.
J. Do not run piping over or within 3’-6” of electrical switchgear or panelboards in mechanical spaces. No piping is permitted in space dedicated to electrical equipment rooms.

K. Condensate drain piping shall be pitched in the direction of flow not less than 1/4” per foot.

L. Provide strainer ahead of each pump suction, trap, and automatic valve.

M. Provide unions in piping at valves and equipment connections.

1. Screwed Piping - Malleable iron, ground joint, brass seated, 2” pipe size and smaller.

2. Welded Piping - Flanged with same gaskets as at pipe fittings, 2-1/2” pipe size and larger.

N. Bed body of piping underground on solid ground.

O. Install air piping with slope of 1” fall per 40’ toward receiver of blow off point.

P. Provide vibration isolation device on first three pipe hangers from rotating mechanical equipment over one horsepower.

Q. Vertical piping shall be supported at each floor. Riser clamp must rest firmly on floor - not on sleeve.

R. Perforated strap hanger or similar material will not be permitted.

### 3.03 PROCEDURES FOR PIPE JOINTS

A. Threaded Pipe Connections:

1. Ends of pipe shall be cleaned and reamed.

2. Joints shall be made with pipe thread lubricant suitable for service intended, applied to male threads only.
B. Soldering of Pipe:

1. Ends of pipe shall be cleaned with sand cloth or wire brush.

2. Flux shall be evenly applied to both pipe end and fittings. Flux shall be of type recommended by its manufacturer for the type of solder used. Brazing flux shall be used for solder or 1000-degrees F. or higher melting point.

3. Solder shall completely fill socket of joints. Do not back up joints with solder dissimilar to that used in joints.

C. Mechanically Formed Tee Connections:

1. Mechanically extracted collars shall be formed in a continuous operation consisting of drilling a pilot hole and drawing out the tube surface to form a collar having a height of not less than three times the thickness of the tube wall. The collaring device shall be fully adjustable as to insure proper tolerance and complete uniformity of the joint.

2. The joining branch tube shall be notched and dimpled in a single process so as to set the proper penetration of the branch tube into the fitting to assure a free flow joint.

3. All joints shall be brazed in accordance with the Copper Development Association Copper Tube Handbook using B-cup series filler metal. Note: Soft soldered joints will not be permitted.

4. All mechanically formed branch collars shall be as approved by local National Standard Plumbing Code, B.O.C.A., I.A.M.P.C., or S.B.C.C.

D. Cast Iron Pipe - Hub and Spigot: Joint shall be firmly packed with white oakum and filled with molten lead not less than one inch (1") deep. Joints shall be well caulked. For gasketed joints, hub, spigot, and gasket manufacturer to prevent damage and facilitate joining.

E. Cast Iron Pipe - No Hub: Couplings shall be used to join pipe in accordance with pipe manufacturer=s recommendation and shall be installed using torque wrench made for this purpose. Vent piping shall be joined by standard no-hub couplings. Soil, waste, and
rainwater piping shall be joined with heavy duty, Husky or Tyler, no-hub couplings.

3.04 UNDERGROUND PIPING

A. Underground ferrous piping unless noted otherwise shall have factory applied corrosion resistant coating. Fittings and weld joints shall be coated with product specified here-in.

3.05 UNIONS

A. Provide unions at connections to valves and equipment to allow dismantling of pipe connections without cutting pipe.

B. Flanged connections are considered as unions.

3.06 REDUCERS

A. Use eccentric reducers for all pipe size changes in horizontal straight thru piping 1 1/4” and larger.

B. Eccentric Reducers

1. Reducers shall be installed with flat on top in chilled water and hot water piping systems.

2. Reducers shall be installed with flat on bottom in steam piping.

C. Concentric reducers shall be used only in vertical piping.

3.07 INSTALLATION OF INSTRUMENTATION

A. Provide water pressure gauges and gauge manifolds, gauge connection points, thermometers and wells, test wells, and instrument ports in locations specified or indicated on the drawings.

B. Mount instruments in locations and positions to give accurate reading of the measured condition and to be readable from the floor. Locate pairs of instruments to allow reading of both from same point.
C. Mount instruments for reading pressure drops with taps at points for which published pressure drop data are available.

D. Locate test walls with bore more than 30-degrees above horizontal to permit retention of heat transfer material. Locate test wells at chillers to allow use of glass thermometers up to 24" long.

E. Select wells for thermometers in piping with 3-1/2" stems for 6" and smaller piping and 6" stems for 8" and larger piping, with extension necks of length to extend clear of insulation.

F. Instrument Locations:

1. Where indicated on the drawings.

G. Calibrate and adjust instruments after installation. Set up air filter gauges for clean filter pressure drop.

H. Mount pressure and temperature measuring stations in side of tee or in coupling on large pipe.

3.08 TESTING

A. All piping shall be tested to the pressure and for the period of time listed, and shall hold the specified pressures at the low point of the system for the specified length of time without perceptible loss of pressure of leakage.

1. Space Heating, Chilled Water, Hot Water, Compressed Air, Cold Water, Domestic Hot Water, and Hot Water Circulation Piping: One hundred twenty-five pounds hydrostatic pressure for two hours (125 psig - 2 hours).

2. Soil, Waste, and Vent Piping: A water test shall be applied to the system in sections. Each opening shall be tightly plugged except the highest opening of the sections, at least the upper ten feet of the preceding section shall be retested so that all but uppermost ten feet of the system shall have been submitted to a test of not
less than 10’ of water. The water level shall remain constant for not less than 15 minutes; the system shall be tight at all points.

3. Compressed Air Piping: 175 PSIG hydrostatic pressure for two hours.

4. Gas Piping - fifty pounds of air pressure for one hour. In addition each joint and connection shall receive a soap bubble test.

5. Correct or replace items shown by test to be defective and retest to assure tightness.

3.09 CLEANING

A. All water piping shall be thoroughly flushed. All strainers and aerators shall be cleaned after flush.

B. After cleaning, fill systems with water, vent air from piping and equipment, start pumps and verify flow.

3.10 DISINFECTIONS OF PIPING

A. All domestic water supply lines shall be disinfected BEFORE THEY ARE PLACED IN OPERATION. The system shall be filled with a chlorinated water solution containing not less than fifty (50) parts per million of chlorine solution. Following a contact period of not less than twenty-four (24) hours, the chlorinated water shall be flushed from the system with clear water until the residual chlorine content is not greater than two-tenths (0.2) parts per million.

B. Contractor shall submit to the Architect, in triplicate a letter of certification from an independent Testing Lab acceptable to the Georgia Department of Public Health stating that the above disinfection procedure has been completed satisfactorily.

3.11 DIELECTRIC CONNECTIONS

A. Use dielectric couplings to join pipe of dissimilar metals.

3.12 INSTALLATION OF STEEL EQUIPMENT BASES AND SUPPORTS
A. Establish base location, coordinate for 4” housekeeping pad under each base, anchor base to pad.

B. Suspended Equipment

1. Attach steel members to structure over suspension points on equipment.
2. Install hanger rods and bolts at suspension points, attached to steel members.
3. Mount equipment with rods and bolts to suspension points.
4. Adjust hanger rods and bolts to make equipment level.
5. Make screwed attachments secure by double-nutting.

C. Coordinate installation of bases and supports with vibration isolation requirements where required.

3.13 PUMP SUCTION DIFFUSERS AND STRAINERS

A. Contractor to furnish and install pipe support leg positioned to relieve any stress on pumps.
B. Brass start-up strainer shall be removed after flush and reasonable running period and before system balancing procedure.
C. Allow ample space for removal and service.

3.14 VALVES

A. All gate, globe, butterfly, and ball valves shall be installed with stems above the horizontal position.

3.15 AIR VENTS

A. Automatic Air Vents shall be installed on Air Purger and as indicated on plans. Manual Air Vents shall be installed at all high points in piping, at all coils and as required for purging system whether shown or not.

B. Automatic air vents shall be piped to drain.
C. Install a 1/4” copper gooseneck on manual air vents.

3.16 Adjust pressure reducing valves serving compression tanks to maintain between 5 and 10 PSIG at the highest point in the system.

3.17 VENT PIPING

A. Provide vent piping from the relief opening of each gas pressure regulator and gas pressure switch in the boiler gas trains to a point outside the building at least 10’ above finished grade, and at least 5’ from any building opening. The vent connection to each regulator or switch shall be increased when 2 or more appliances have been connected so that the common vent will be equal or greater than the sum of the cross sectional areas of all individual vents involved. The common vent shall be a minimum of 3/4” size. Vents from regulators in high pressure gas piping, above 2@ psig, shall each be run independently to the exterior. Terminate vent lines with an OPW 113 flash arrestor.

END OF SECTION
PART 1-GENERAL

1.01 Scope

A. Division 1 of these Specifications is incorporated herein.

B. The work covered by this division of the Specifications shall conform to all ordinances and regulations of the County, City, State and/or any Authority having jurisdiction. The work shall conform to the latest issue of Pamphlet No.54, 90A and 96 of the National Board of Fire Underwriters Building code, except where other codes exceed these requirements.

1.02 Obtain all necessary permits and inspections required for the installation of this work and shall pay for all charges incidental thereto. Deliver to the Architect all certificates of said inspection issued by the authorities having jurisdiction.

1.03 Equipment Installation and Workmanship:

A. The Architect reserves the right to direct the removal of any item which in his opinion does not present an orderly neat and good workmanship appearance, provided such items can be installed in an orderly manner by the usual methods. Such removal and Replacement shall be done when written instructions are received from Architect.

B. In no case shall any equipment be installed contradictory to the manufacture=s recommendations.

1.04 Submit catalog data in six (6) copies for approval, as described in Section 15010, paragraph 1.06.

1.05 The Contractor shall be responsible for a trouble free system in every respect for twelve (12) months after final inspection.

1.06 Test, Adjust and Balance: (To be monitored by Architect/Engineer)

Contractor shall test system and submit balance report with three copies to Architect/Engineer for approval. Testing company shall be member of AABC or NEBB.

A. Report all CFM air quantities.

B. Report test on new roof top unit.

C. Report calibration point on controls.

D. Report outside Air CFM.

1.07 Guarantee:

A. All work furnished under the HVAC trade shall be guaranteed for a period of one year form date of acceptance thereof to be free of defects in workmanship and materials.

B. The Contractor shall agree to replace the refrigeration compressor assembly in which defects in material or workmanship become manifest under normal conditions of use and service of a period of 5 years, whereby it fails to operate and which by examination shall be disclosed to be faulty or defective.
PART 2-PRODUCTS

2.01 Air Conditioning Unit:

A. Unit shall have factory assembled, piped, internally wired and fully charged. All units shall be designed to operate at outdoor ambient temperatures as high as 100 degrees F. Units certified by ARI Standard 210 and 270. National Rating Standard of the Air Conditioning and Refrigeration Institute. heating/Cooling units design is certified by American Gas Association (A.G.A.) specifically for outdoor applications using propane or natural gas. All cooling units are Underwriter's Laboratories listed. All units shall be designed for indoor installation. Units have welded shell, 3600 RPM compressors.

B. Casing: All access panels are gasketed and provided with fasteners and handles. One inch, one pound density foil-faced glass fiber insulation is on heat exchanger section. Same composition mat-faced insulation is in evaporator section.

C. Refrigeration Controls: Refrigeration controls include condenser fan, evaporator fan and compressor contactors, and 24 volt transformer. Safety controls include winding thermostat and compressor overloads. Cycle guard prevents unit cycling on overloads and safety controls to be reset at thermostat inside the building. Each circuit of the unit has a separate set of refrigeration controls.

D. Compressor: All units have welded shell hermetic compressors, 3600 RPM. Crankcase heaters shall be required on all compressors.

E. Evaporator Coil: Units have a 2-row coil. All coils have seamless copper tubing of 3/8" OD, mechanically bonded to heavy duty aluminum fins. Factory pressure and lead tested at 300 PSIG. Expansion valves standard.

F. Drain Pan: Evaporator pan internally sealed insulated. Threaded drain connection in evaporator section.

G. Condenser Coil: 5-ton units have a 2-row coil. Primary surface 3/8" OD seamless copper tube. The secondary surface is mechanically bonded to heavy duty aluminum fins. Factory pressure and leak tested 425 PSIG.


I. Condenser Fans: Direct drive, statically and dynamically balanced propeller fans. Weather-proof fan motors UL listed for outdoor use. Units have built in thermal overload protection. Permanently lubricated motor.


2.02 Split-System Heat Pump Units: (Open)

2.03 Indoor Section: (Open)
Refrigeration piping shall be seamless copper tubing, dehydrated type AACR, with wrought copper long radius elbows, made up with sweat type silver solder joints. Vibration eliminator pipes where recommended by the compressor manufacturer or where required to prevent transmission of vibration shall be of the bellows type, with bradied bronze wier protection. Refrigerant pipe design and sizes shall be in strict conformance to the recommendations of the equipment manufacturer, and to the Equipment Standards of the Air Conditioning and Refrigeration Institute, Inc., except that Freon suction risers shall be for a gas velocity not less than 2,000 feet per minute.

Oil lift traps shall be required at the base of all vertical riser pipes or as recommended by the manufacturer.

Refrigeration pipe insulation: The suction piping shall be insulated with 3/4” thick Armstrong Armiflex, foam rubber pipe insulation.

The entire refrigerant charge shall be of the correct amount of pounds, as recommended by the system manufacturer. The Contractor shall be required to perform all pressure test, vacuum test, halide torch test, and operation test. The Contractor shall guarantee the refrigeration piping system free from leaks for one year. Any refrigeration leaks which are detected within the warranty period shall be repaired by the Contractor at no additional charge to the owner. Any refrigerant which leaks out shall be replaced at the time of repair.

Each refrigeration system shall be furnished with a complete charge of lubricating oil for the compressor crankcase. The oil shall be of the type recommended by the compressor manufacturer.

Rubber Pipe Insulation: Shall be Armstrong Armiflex or approved equal condensate drain pipe-1/2” thick. Refrigeration Suction Pipe: 3/4” thick. As much of the insulation as possible shall be slipped on to the piping as the piping is being connected in order to keep from cutting the insulation. All butt ends and any necessary longitudinal joints shall be sealed with rubber based adhesive.

(A/C Ducts) All duct work supply, return and exhaust except flexible run-outs shall be galvanized steel (cross break on all sides). All duct work shall be new and securely suspended and hung as per SMACNA Manual. All duct work shall be concealed from view above ceiling. Follow good sheet metal practice as outlined Chapter 1 of 1972 ASHRAE System 1970 (Forced Air Systems).
CARTER WATKINS ASSOCIATES ARCHITECTS, INC. 23 06 30-4
BARROW COUNTY Leisure Services Gym HVAC Replacement
October 23, 2019

END OF SECTION
1.01 This section covers basic electrical materials and wiring, and all items of equipment not otherwise specified under other sections of the Specifications.

1.02 APPLIANCE AND EQUIPMENT CONNECTIONS

A. Provide PVC insulated flexible cord sets for all cord and plug connected contract building appliances and equipment. Cords shall be sized in accordance with electrical circuits indicated on the drawings. Multiple conductor cords shall be type ASO® cable with PVC jacket and green insulated ground conductor.

1.03 MOTORS

A. Motors except where specified herein, shall be furnished under other sections of the Specifications. Confirm motor locations.

B. Motors shall be of the voltage and phase characteristics as shown on the drawings.

C. The horsepower ratings indicated are for guidance and do not limit the equipment size. When electrically driven equipment furnished under other sections of these Specifications differs from the contemplated design, the Contractor shall be responsible for the necessary adjustments to the wiring, disconnect devices, and branch circuit protection to accommodate the equipment installed.

1.04 MOTOR WIRING

A. Furnish and install power wiring to motors and mechanical equipment. Wiring into motor or equipment terminals shall be complete with connections through associated disconnect switches, and motor starters, including branch circuit power line controlling devices.

B. Receive, store, and install individually mounted starters and controllers for motors.

C. Wiring shall be in conduit, with a final connection to rotating equipment made through a
D. Multi-speed, reversible, and reduced voltage start motors shall be connected as recommended by equipment manufacturer.

E. Motors shall be grounded as specified under AGrounding System@.

1.05 CONTROL WIRING

A. Control wiring and empty conduits for control wiring to be furnished under this section shall be furnished only to the extent indicated on the electrical drawings.

B. Control wiring is defined as that wiring which provides connections between control circuit elements and does not provide the power circuit into motor or heating equipment terminals. Where a control device, such as push-button, thermostat, firestat, is to be installed in the branch circuit power lines, these devices shall be received, stored, and installed as indicated the drawings and called for under AMotor Wiring@ and AElectric Heaters@.

C. Coordinate the installation of branch circuit power line control devices with requirements in other sections of the Specifications.

1.06 RATED PENETRATIONS

A. All rated wall and floor penetrations shall be sealed with a UL listed sealant to maintain the rating.

PART 2 - PRODUCTS

2.01 PLYWOOD BACKBOARDS

A. Provide flame retardant plywood backboards for distribution equipment surface mounted in equipment areas such as mechanical rooms, electrical closets, and equipment rooms.

B. Backboards shall be minimum 3/4” thick and sized to accommodate equipment indicated on
C. Secure backboards to the building structure and paint with two coats of fire resistant flat black Duron paint.

2.02 DISCONNECT SWITCHES

A. Disconnect switches shall be quick-make, quick-break Underwriters= labeled Heavy Duty safety switches. Switch ratings shall be for the applied voltage and current.

B. Disconnect switch enclosures:

1. For indoor - NEMA 1 general purpose.
2. For outdoor - NEMA 3R raintight.

C. Manufacturers: General electric, Westinghouse, ITE, Square D.

D. Designate with permanent labels, the maximum allowable fusing capacity for fusible switches that are applied with conductors rated less than the switch rating.

E. Disconnects for 120V motors 2 HP or less shall be horsepower rated toggle switches in steel outlet boxes.

2.02 FUSES

A. Install fuses in fusible protective devices.

B. Provide NEC, dual element time-delay, or current limiting, fuses for specific applications only where indicated on the drawings.

C. Fuse specification - See Section 16181.

2.03 LABELS
A. Provide labels on the outside face of panelboards, switchboards, disconnect switches, motor starters, transfer switch, and contactors.

B. Labels shall be a micarta nameplate with 2” high white letters. Nameplates shall be red on emergency equipment and black on normal equipment. Secure labels with screws or pop-rivets.

PART 3 - EXECUTION

3.01 UTILITY COMPANY COORDINATION

A. Coordinate with the electrical Utility and verify location and orientation of service equipment and associated metering equipment.

B. Provide and install all materials designated by the Electrical Utility to be furnished by ACustomer®. This may include but not be limited to, compression lugs for transformer secondary connection, concrete pad for serria transformer, grounding material, meter base and empty conduits for primary lines.

3.02 BRANCH CIRCUITS

A. Provide dedicated neutral for any branch circuit serving dimmable lighting fixtures and copying machines.

END OF SECTION
PART 1 - GENERAL

1.01  GENERAL

1.01  Where the word “conduit” is used in this specification, it shall mean thick wall rigid metal conduit, rigid non-metal conduit or electrical metallic tubing. Where the words “flexible conduit” are used, it shall mean jacketed liquid-tight or unjacketed flexible metal conduit.

1.02  Conduits shall bear the Underwriters Laboratories listing mark.

1.03  Conduits for branch circuit wiring shall be 2” or larger.

PART 2 -- PRODUCTS

2.01  TUBULAR CONDUIT

A.  Non-metallic conduit shall be Schedule 40, 90-degrees C. Rated polyvinyl chloride, UL listed for underground burial.

B.  Metallic conduit shall be galvanized steel.

C.  Intermediate Metal Conduit (IMC) may be used in lieu of rigid metal conduit. IMC shall be hot-dipped galvanized steel manufactured in accordance with UL Standard #6 or #1242.

D.  Flexible Conduit:

1.  Flexible conduit shall be a minimum length of 8” and at least six times the trade diameter for conduit ½” or larger.

2.  Flexible conduit for connections to lighting fixtures shall be 3/8” diameter and minimum 48” and a maximum 72” in length, and shall be non-jacketed with a continuous strip cold rolled galvanized steel core.

3.  Liquidtight flexible conduit shall be a minimum 2” diameter.

4.  Liquidtight and non-jacketed flexible conduit shall be manufactured by Electric-Flex,
Anaconda or Flexi-guard.

E. Steel conduit shall be manufactured by Republic, Wheatland, Allied, Triangle, or Steel duct.

F. PVC conduit shall be manufactured by Carlon, Sedco, Contex, or Certainteed.

2.02 FITTINGS

A. Where electrical metallic tubing is used indoors, connectors and couplings shall be steel thread set screw. Make all joint connections tight for a continuous low impedance ground return.

B. Where electrical metallic tubing is used outdoors, connectors and couplings shall be UL listed rain tight, steel compression type. Connectors shall be complete with insulated throats.

C. Cast or split threadless couplings are not acceptable.

D. Connectors and couplings for rigid steel or intermediate metal conduit shall be steel threaded type.

E. Conduit passing through concrete or masonry walls underground shall be complete with watertight wall seal gland fittings, OZ type WSK. Ground bushings shall be OZ type BLG.

F. Connectors and couplings shall be manufactured by Thomas and Betts, Efcor, Raco, Appleton, Steel City, ETP, or Erickson.

G. Flexible Conduit:

1. Connectors for flexible conduits shall be UL listed with insulated throats.

2. Connectors for liquidtight conduit shall be compression type, made of steel and provided with O-ring. Connectors metal ferrule shall provide positive ground circuit continuity.

3. Connectors for non-jacketed flexible conduit shall be squeeze-type and made of malleable iron.
4. Flexible conduit connectors manufacturers shall be Raco, Appleton, Efcor, Thomas and Betts, or Ideal.

H. Where a conduit run crosses a structural expansion joint, provide expansion fitting, OZ type DX. The expansions fitting shall be electrically continuous or the contractor shall install a bonding jumper across it.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. Conduit bends and offsets shall be made with conduit hickey or conduit bending machine. Crushed or deformed conduits shall not be installed.

B. Exposed conduits shall be run parallel or at right angles to adjacent walls.

C. Prevent lodgement of plaster, dirt or trash in conduits, boxes and fittings.

D. Store conduit in racks above ground.

3.02 INSTALLATION

A. Provide unjacketed flexible conduit connections to lighting fixtures in lift-out type ceiling to an outlet box located above the ceiling.

B. Provide liquidtight flexible conduit for short final connections (3’ maximum) to rotating or vibrating machinery and equipment including transformers.

C. Provide non-metallic (PVC) conduits for outdoor lighting branch circuit wiring, secondary service conductors between power company transformer and main switchboard, and at other location where specifically indicated on drawings.

D. Concealed Conduit:

1. Conduits shall be concealed except as noted or shown otherwise.
2. Concealed conduits shall be above ceiling, in building walls, or in floor construction.

3. Concealed conduits in building walls shall be installed vertically except when:
   a. The wall is or framing stud and gypsum board construction, and
   b. Adjacent outlet boxes are within 10’ of each other; and
   c. Outlets are in common wall (do not turn corners; and
   d. Removing the horizontal conduit will not affect upstream or downstream devices (run shall be a dead end), and
   e. The total horizontal run does not exceed 20’,
   f. A maximum of four horizontally connected outlet boxes are on each vertical conduit.

E. Conduit risers in masonry-block walls shall be installed before walls are built and run vertically in walls. Where existing block walls are to have conduit, run in furring space before gypsum board is installed.

F. Conduits shall be grounded as provided by the National Electrical Code and these specifications. Conduits installed below grade or with non-galvanized male threads shall have threads painted with ALPS Zinc Rich®.

G. Conduits installed underground or in on-grade floor slabs shall be rigid metal conduit with threaded couplings, except where otherwise noted.

H. Rigid metal conduit shall be used for all runs likely to be subject to physical injury.

I. Feeder circuits (panelboards, motor control centers, etc.) shall be rigid metal conduit or intermediate metal conduit.

J. Conduits run above ceilings shall be supported from the building structure, independent of ceiling system support. Install on bottom of bar joists or structures where practical, otherwise secure conduit above ceilings with threaded rods and hangers. Parallel groups of conduit be supported from a trapeze channel with each conduit secured to the channel with a spring clip device. Supports shall occur on minimum 10 foot centers and within 3 feet of an outlet or junction box.
SECTION 26 05 33
CONDUIT

CARTER WATKINS ASSOCIATES ARCHITECTS, INC.
BARROW COUNTY Leisure Services Gym HVAC Replacement
October 23, 2019

K. Feeders and branch circuit conduits installed exposed shall be supported from the bar joist or structure. Suspension below bar joist and structure or channel supports is acceptable up to 12”; greater suspension must be approved by the Architect.

L. Conduits installed underground outside building foundations shall be a minimum of 24” below finished grade and shall be encased in 3000 psi concrete envelope with 4” coverage; except conduits for outdoor lighting branch circuit wiring, telephone service, and cable television service, which shall be run unencased direct buried at a minimum depth of 30” below finished grade.

M. Conduit larger than 3/4” installed in ground floor concrete slab shall be covered top and bottom with a minimum of two (2) inches of concrete. Thicken slab by depressing waterproof barrier on gravel to provide minimum cover, or run conduit under the concrete slab and encased in concrete.

N. Conduit installed in structural concrete slabs shall be in accordance with the requirement of the ACI 318-63 Building Code Requirement for Reinforced Concrete publications.

O. Exposed conduits below 8’ shall be rigid metal conduit. Support conduits on the ceiling or wall by means of the two screw galvanized clamps or trapeze hangers.

P. Empty conduits shall have a Polyolefin line (200 lbs. Strength) pulled into conduit.

Q. Seal unused conduit ends with plastic or metal caps.

R. Elevated slab floor penetrations for conduit shall be provided with sleeves. Sleeves shall extend approximately one inch above finished floor slab and sealed tightly with fire safe insulation.

S. PVC conduit shall not be installed indoors.

END OF SECTION
PROPOSAL FORM

RFP2020-7 Leisure Service Gym HVAC Replacement

Barrow County Board of Commissioners

PROPOSAL SUBMITTAL FORM

Project Location: 175 2nd Street Winder, GA

The undersigned CONTRACTOR, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contain herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents for the stated prices as payment in full.

Base Proposal $ __________________________________________________________

Alternates (if any)

Alternate 1 – $ _________________
Alternate 2: - $ _________________
Alternate 3: - $ _________________
Alternate 4: $ _________________

Submitting Firm: __________________________________________________________

Address: __________________________________________________________________

Name and Title of Authorized Representative (print/type): ______________________________________

Authorized Signature: _______________________________________________________

(Signature-When signed, this proposal is legal and binding to the Barrow County Board of Commissioners and acknowledges that ALL Specifications, Terms and Conditions and/or instructions to Bidders have been read and understood).

Date: ______________________________________________________________________

Email: ______________________________________________________________________

FIRM PRICING - Prices submitted on this bid form are firm through (minimum 60 days).

Initial below for Acknowledgement of Addenda (if any)

________ Addendum #1   ______ Addendum #2   _______ Addendum #3   _______ Addendum #4
REQUEST FOR PROPOSALS
RFP2020-7 LEISURE SERVICES GYM HVAC REPLACEMENT
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: _________________________________ 
_______________________________________________________________________
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: __________________________
NOTICE TO PROCEED

TO: __________________________________________
____________________________________________
____________________________________________

PROJECT DESCRIPTION: RFP2020-7 Leisure Services Gym HVAC Replacement

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 ____________, 2019.

BY: ______________________________, Michael R. Renshaw, County Manager
BARROW COUNTY BOARD OF COMMISSIONERS (OWNER)

____________________________________________________

Receipt of the above “Notice to Proceed” is hereby acknowledged by ________________________________
______________________________________________ this _____ day of ____________, 2019.

BY: ______________________________ (CONTRACTOR)
TITLE: ________________________________
BARROW COUNTY CONSTRUCTION SERVICES AGREEMENT

LEISURE SERVICES GYM HVAC REPLACEMENT

This Construction Services Agreement (the “Agreement”) is made and entered into this _day of ____________, 20___ (the “Effective Date”), by and between BARROW COUNTY, GEORGIA, a political subdivision of the State of Georgia, (“County”) and ________________________, a _____________________ (hereinafter referred to as the “Contractor”), collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, the County desires to retain a contractor to perform services for the construction of a Project (defined below); and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the Work (defined below) and desires to perform the Work under the terms and conditions provided in the Contract Documents (defined below).

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. Scope of Work, attached hereto as “Exhibit A”;
B. Insurance Certificate(s), attached hereto as “Exhibit B”;
C. Contractor Affidavit, attached hereto as “Exhibits C”;
D. Subcontractor Affidavit, attached hereto as “Exhibit D”;
E. Performance and Payment Bond Forms, attached hereto as “Exhibits E-1 and E-2”;
F. Barrow County Code of Ethics (codified in the official Code of Barrow County); and
G. 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.

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
Section 2. The Work

A general description of the Project is as follows: The “Project” consists of four (4) new Seer 16 outdoor units, coil replacement of four (4) large air handlers, reinsulating main duct in attic where there is condensation and four (4) new Bluetooth thermostats all in accordance with the drawings and project manual as prepared by CARTER WATKINS ASSOCIATES ARCHITECTS, INC., included herewith. The Work to be completed under this Agreement (the “Work”) includes, but shall not be limited to, the work described in the Scope of Work provided in “Exhibit A”, attached hereto and incorporated herein by reference, and shall include 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.

Section 3. Work Changes

Any changes to the Work requiring an increase in the Contract Price (defined below) shall require a written change order executed by the County in accordance with its purchasing regulations.

Section 4. Contract Term; Termination

Contractor understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. Contractor shall commence Work pursuant to this Agreement in accordance with the start date to be specified on a written “Notice to Proceed” issued by the County and shall fully complete the Work within 120 (one hundred twenty) days of the start date specified in the “Notice to Proceed.” The County may terminate this Agreement for convenience at any time upon providing written notice thereof to Contractor. Provided that no damages are due to the County for Contractor’s breach of this Agreement, the County shall pay Contractor for Work performed to date in accordance with Section 5 herein.

Section 5. Compensation; Method of Payment

The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed $________.__ (the “Contract Price”), except as outlined in Section 3 above. The compensation for Work performed shall be based upon lump sum amount as listed in Exhibit A, and Contractor represents that the Contract Price is sufficient to perform all of the Work set forth in and contemplated by this Agreement. 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 principles of Contractor’s industry, Contractor will give written notice thereof immediately to the County.

County agrees to pay Contractor for the Work performed and costs incurred by Contractor upon the County’s certification that the Work was actually performed and costs actually incurred in accordance with this Agreement. No payments will be made for unauthorized work. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Contractor upon the County’s receipt and approval 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, as appropriate) procured by the Contractor from all subcontractors in accordance with O.C.G.A. § 44-14-366.

Section 6. 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.

B. Expertise of Contractor; 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 County will not, and need not, inquire into adequacy, fitness, suitability or correctness of Contractor’s performance. The Contractor acknowledges and agrees that the acceptance or approval of any 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 and shall not relieve Contractor of the responsibility for adequacy, fitness, suitability, and correctness of Contractor’s Work under professional and industry standards.

C. 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.

D. Contractor’s Representative; Meetings. _________________ shall be authorized to act on Contractor’s behalf with respect to the Work as Contractor’s designated representative. Contractor shall meet with 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 County.
E. 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. 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 and payment of subcontractors, agents, or employees to complete the Work, including compliance with Social Security, withholding, and all other regulations governing such matters. Any provisions of this Agreement that may appear to give the County the right 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. 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.

F. Responsibility of Contractor and Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. 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. 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 a 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 negligent 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. 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.

G. 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) **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.)

If higher limits are maintained by Contractor than shown in any of the categories 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 and Automobile Liability.**

(i) **Additional Insured Requirement.** The County and County’s elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually “Insured Party” and collectively “Insured Parties”) shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

(ii) **Primary Insurance Requirement.** The Contractor’s insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of the Contractor’s insurance and shall not contribute with it.

(iii) **Reporting Requirement.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(iv) **Separate Coverage.** Coverage shall state that the Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(v) **Defense Costs/Cross Liability.** Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
(vi) **Subrogation.** The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.

(b) **Workers’ Compensation Coverage:** The insurer providing Workers’ Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by the Contractor for the County.

(c) **All Coverages:**

(i) **Notice Requirement.** Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be reduced, suspended, voided, or canceled except after thirty (30) calendar days’ prior written notice (or 10 calendar days if due to non-payment) has been given to the County. In addition, Contractor shall provide written notice to County at least thirty (30) days prior to any reduction, suspension, voiding, or cancellation of coverage. The County reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) **Starting and Ending Dates.** Policies shall have concurrent starting and ending dates.

(iii) **Incorporation of Indemnification Obligations.** Policies shall include a Project-specific endorsement incorporating the indemnification obligations assumed by the Contractor under the terms of this Agreement, including but not limited to Section 6(F) 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 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.

H. Assignment of Agreement. The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of, this Agreement, without the prior express written consent of the County.

I. 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 the Contractor shall provide evidence on County-provided forms, attached hereto as “Exhibits C and D”, 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.

The Contractor hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in “Exhibit C”, and submitted such affidavit to County. 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 D”, which subcontractor affidavit shall become part of the contractor/subcontractor agreement. 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. 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.

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.

J. 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.

K. Licenses, Certifications and Permits. 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. 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.

L. Authority to Contract. The individual executing this Agreement on behalf of 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.

M. 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 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.
N. **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.

O. **Bonds.** In public works construction contracts valued at more than one hundred thousand dollars ($100,000.00), the Contractor shall provide Performance and Payment bonds on the forms attached hereto as “Exhibits E.1 and E.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.

Section 7. **Final Project Documents; Warranty**

Prior to final payment, Contractor shall deliver to County copies of any 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. Contractor shall repair or replace all defects in materials, equipment, or workmanship appearing within one (1) year from the date of completion at no additional cost to the County.

Section 8. **Miscellaneous**

A. **Complete Agreement; Counterparts; Third Party Rights.** 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. 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. 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.

B. **Governing Law; Business License; Proper Execution.** 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. 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. During the Term of this Agreement, Contractor shall maintain a business license with the County, unless Contractor provides evidence that no such license is required. 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 applicable 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.).

C. Notices. All 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 first given above or at a substitute address furnished to the other Party by written notice in accordance herewith.

D. Waiver; Sovereign Immunity. No express or implied waiver shall affect any term or condition other than the one specified in such waiver, and that one only to the extent specifically stated. 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.

E. Agreement Construction and Interpretation; Invalidity of Provisions; Severability. Contractor represents that it has reviewed and become familiar with the Contract Documents, the nature and extent of 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. Contractor represents that it has given the County written notice of all conflicts, errors, or discrepancies that the Contractor has discovered in the Contract Documents, and the written resolution thereof by the County is acceptable to the Contractor. 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. 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.

(Remainder of page intentionally left blank)

(Signature page follows)
IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement effective as of the Effective Date first above written.

CONTRACTOR: ____________________

By: ______________________________________

Print Name: _________________________________

Its: _______________________________________

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

____________________________________________

Print Name: ___________________________________

Its:          ______________________________________

((Assistant) Corporate Secretary if corporation)

BARROW COUNTY, GEORGIA

By: _____________________________________

Pat Graham, Chairman

[COUNTY SEAL]

Attest:

____________________________________________

Print Name: _________________________________

Its:    County Clerk
“EXHIBIT A”

SCOPE OF WORK
“EXHIBIT C”

CONTRACTOR AFFIDAVIT AND AGREEMENT

STATE OF ________________
COUNTY OF ________________

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period, and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_______________________________________
Federal Work Authorization User Identification Number

_______________________________________
Date of Authorization

_______________________________________
Name of Contractor

RFP2020-7 Leisure Services Gym HVAC Replacement
Name of Project

BARROW COUNTY, GEORGIA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _________, 20__ in __________ (city), __________ (state).

_______________________________________
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ________ DAY OF __________, 20___.

_______________________________________
Notary Public

[NOTARY SEAL]

My Commission Expires:
“EXHIBIT D”

SUBCONTRACTOR AFFIDAVIT

STATE OF ___________________
COUNTY OF _______________

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _______________________ (name of contractor) on behalf of Barrow County has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_________________________________
Federal Work Authorization User Identification Number

_________________________________
Date of Authorization

_________________________________
Name of Subcontractor

RFP2020-7 Leisure Services Gym HVAC Replacement
Name of Project

Barrow County, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on ______ ___, 201__ in _____(city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ______ DAY OF
______________, 201__.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:
“EXHIBITS E-1 AND E-2”

PAYMENT AND PERFORMANCE BOND FORMS

(Required if Agreement valued in excess of $100,000)
“EXHIBIT E-1”

PERFORMANCE BOND

BARROW COUNTY

KNOW ALL MEN BY THESE PRESENTS THAT ________________________________
(as CONTRACTOR, hereinafter referred to as the “Principal”), and _____________________
(as SURETY COMPANY, hereinafter referred to as the “CONTRACTOR’S SURETY”), are held
and firmly bound unto Barrow County, Georgia (as OWNER, hereinafter referred to as the
“County”), for the use and benefit of the County, in the sum of ________________________________________________ Dollars ($_______.__),
lawful money of the United States of America, for the payment of which the Principal and the
Contractor’s Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered, or is about to enter, into a certain written
agreement with the County for the construction of a project known as RFP2020-7 Leisure
Services Gym HVAC Replacement (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 **RFP2020-7 Leisure
Services Gym HVAC Replacement** (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)
COUNTY OF BARROW

STATE OF GEORGIA

BARROW COUNTY ETHICS ORDINANCE

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF BARROW COUNTY, TO ESTABLISH THE CODE OF ETHICS FOR BARROW COUNTY; TO FURTHER AND INCORPORATE THE POLICIES AND LAWS OF THE STATE OF GEORGIA RELATING TO ETHICAL STANDARDS; TO CREATE THE BOARD OF ETHICS AND PROVIDE FOR ITS CONSTITUENT MEMBERSHIP, DUTIES, AND RESPONSIBILITIES; TO PROVIDE FOR THE INVESTIGATION OF ETHICS COMPLAINTS; TO PROVIDE FOR THE ENFORCEMENT OF ETHICAL STANDARDS; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Constitution of the State of Georgia, approved by the voters of the State in November of 1982, and effective July 1, 1983, provides in Article IX, Section II, Paragraph I thereof, that the governing authority of the county may adopt clearly reasonable ordinances, resolutions and regulations;

WHEREAS, O.C.G.A. § 36-1-20 authorizes counties to enact ordinances for protection and preserving the public health, safety and welfare of the population of the unincorporated areas of the County;

WHEREAS, the governing authority of Barrow County, to wit, the Board of Commissioners, desires to exercise its authority in adopting this Ordinance;

WHEREAS, it is essential to the proper operation of democratic government that public officials of independent and impartial, that governmental decisions and policy be made in the proper channels of the governmental structure, that public office not be used for private gain other than the remuneration provided by law, and that there be public confidence in the integrity of government;
WHEREAS, the attainment of one or more of these ends is impaired whenever there exists a conflict between the private interests of an elected official or a governmental employee and his duties as such;

WHEREAS, the public interest, therefore, requires that the law protect against such conflicts of interest and establish appropriate ethical standards with respect to the conduct of elected officials and government employees in situations where conflicts exist;

WHEREAS, it is also essential to the proper operation of government that those best qualified be encouraged to serve the government. Accordingly, legal safeguards against conflicts of interest must be so designed as not unnecessarily or unreasonably to impede the recruitment and retention by the government of those men and women who are best qualified to serve it;

WHEREAS, an essential principle underlying the staffing of our government structure is that its elected officials and employees should not be denied the opportunity, available to all other citizens, to acquire and retain private economic and other interests, except where conflicts with the responsibility of such elected officials and employees to the public cannot be avoided;

WHEREAS, in recognition of these goals and principles, it is the policy of the Board of Commissioners to institute, establish, promote and enforce standards of ethical conduct for all of Barrow County's officers and employees; and

WHEREAS, it is a further policy of the Board of Commissioners that the proper administration of Barrow County's government and the promotion and enforcement of standards of ethical conduct for Barrow County's officers and employees would be best served by the creation of a Barrow County Board of Ethics for the investigation of complaints related to ethical standards;
NOW, THEREFORE, BE IT ORDAINED AND RESOLVED BY THE BOARD OF
COMMISSIONERS OF BARROW COUNTY, GEORGIA AS FOLLOWS:

ARTICLE ONE: GENERAL PROVISIONS

Section One. Short Title.

This Ordinance shall be known as “The Barrow County Ethics Ordinance,” and may be
Cited and referred to as such.

Section Two. Definitions.

For the purposes of this Ordinance, the following terms, phrases, words and their
derivations shall have the meaning provided herein. When no inconsistent with the context,
words used in the present tense include the future, words in the plural number included the
singular number and words in the singular number include the plural number.

(A) “Board” means the Barrow County Board of Commissioners.

(B) “Board of Ethics” means the Barrow County Board of Ethics as formed and
described herein.

(C) “Business Entity” means any business of whatever nature regardless of how
designated or formed, whether a sole proprietorship, partnership, joint venture,
association, trust, corporation, limited liability company, or any other type of
business enterprise and whether a person acting on behalf of, or as a
representative or agent of, the business entity.

(D) “Confidential Information” means any information that, by law or practice, is not
reasonably available to the public.

(E) “County Official” means the Barrow County Board of Commissioners, any
member
of a board, commission or authority appointed by the Board, the Chief of
Operations or his/her equivalent and any other elected or appointed officer or employee of Barrow County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(F) "Employee" means all those persons employed on a regular or part-time basis by The County, as well as those persons whose services are retained under the terms of a contract with the County, including those employees who are exempt from the Barrow County Civil Service System, except to the extent prohibited by law.

(G) "Family" means the spouse, parents, children, brothers and sisters, related by blood or marriage of a county official or employee.

(H) "Interest" means direct or indirect pecuniary or material benefit accruing to a County Official or Employee as a result of a contract or transaction which is or may be the subject of an official act or action by or with the County, except for such contracts or transactions which, by their terms and by the substance of their provisions, confer the opportunity and right to realize the accrual of similar benefits to all other persons and/or property similarly situated. The term "interest" shall not include any remote interest. For purposes of this Ordinance, a County Official or Employee shall be deemed to have an interest in the affairs of:

(1) His or her family;

(2) Any business entity in which the county official or employee is a member, officer, director, employee or prospective employee;

(3) Any business entity as to which the stock, legal ownership, or beneficial ownership of a county official or employee is in excess of five percent (5%) of the total stock or total legal and beneficial ownership, or which is
controlled or owned directly or indirectly by the county official or employee.

(l) "Official Act" or "Official Duties" means any legislative, administrative, appointive or discretionary act of any County Official or Employee of the County or any agency, board, authority or commission thereof.

ARTICLE TWO: CODE OF ETHICS FOR COUNTY SERVICE GENERALLY AND FOR EMPLOYEES

This Article Two is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A. § 45-10-1, as it may be amended from time to time.

Any person in County service shall;

Section One.

Put loyalty to the highest moral principles and to country above loyalty to person, party, or government department.

Section Two.

Uphold the Constitution, laws and legal regulations of the United States and the State of Georgia and of all governments therein and never be a party to their evasion.

Section Three.

Give a full day's labor for a full day's pay and give to the performance of his duties his earnest effort and best thought.

Section Four.

Seek to find and employ more efficient and economical ways of getting tasks accomplished.
Section Five

Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether for remuneration or not, and never accept, for himself or his family, favors or benefits under circumstances which might be construed by reasonable persons as influencing the performance of his governmental duties.

Section Six

Make no private promises of any kind binding upon the duties of office, since a government employee has no private word that can be binding on public duty.

Section Seven.

Engage in no business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Eight.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Nine.

Expose corruption wherever discovered.

Section Ten.

Uphold these principles, ever conscious that public office is a public trust.

ARTICLE THREE: CODE OF ETHICS FOR COUNTY OFFICIALS AND DEPARTMENT DIRECTORS

This Article Three is intended to adopt and incorporate herein for local enforcement the ethical standards of O.C.G.A.§ 45-10-3, as it may be amended from time to time.

All County Officials and Department Directors shall:
Section One.

Uphold the Constitution, laws and regulations of the United States, the State of Georgia, the County of Barrow and all governments therein and never be a party to their evasion.

Section Two.

Never discriminate by the dispensing of special favors or privileges to anyone, whether or not for remuneration.

Section Three.

Not engage in any business with the government, either directly or indirectly, which is inconsistent with the conscientious performance of his governmental duties.

Section Four.

Never use any information coming to him confidentially in the performance of governmental duties as a means for making private profit.

Section Five.

Expose corruption wherever discovered.

Section Six.

Never solicit, accept, or agree to accept gifts, loans, gratuities, discounts, favors, hospitality or services from any person, association or corporation under circumstances from which it could reasonably be inferred that a major purpose of the donor is to influence the performance of the member’s official duties.

Section Seven.

Never accept any economic opportunity under circumstances where he knows or should know that there is a substantial possibility that the opportunity is being afforded him with intent to influence his conduct in the performance of his official duties.
Section Eight.

Never engage in other conduct which is unbecoming to a member or which constitutes a breach of public trust.

Section Nine.

Never take any official action with regard to any matter under circumstances in which he knows or should know that he has a direct or indirect monetary interest in the subject matter of such matter or in the outcome of such official action.

ARTICLE FOUR: SPECIFIC PROVISIONS RELATED TO CONFLICT OF INTEREST TRANSACTIONS AND DISCLOSURES

The following provisions related to conflict of interest transactions and disclosures are intended to supplement and elaborate upon the Code of Ethics set forth in Articles Two and Three above and all such provisions shall be read and interpreted in accordance therewith.

Section One. Compliance with Applicable Law.

No County Official or Employee shall engage in any activity or transaction that is prohibited by law, now existing or hereafter enacted, which is applicable to him or her by virtue of his or her office or employment. Other provisions of law or regulations shall apply when any provisions of this Ordinance shall conflict with the laws of the State of Georgia or the United States, except to the extent that this Ordinance permissibly sets forth a more stringent standard of conduct. The laws of the State of Georgia or the United States shall apply when this Ordinance is silent.

Section Two. Conflict of Interest Transactions.

(A) No County Official or Employee shall acquire or maintain an interest in any contract or transaction if a reasonable basis exists that such an interest will be affected directly by his or her official act or action or by official acts or actions of
the County, which the County Official or Employee has a reasonable opportunity
to influence, except consistent with the disclosure and abstention provisions set
forth herein.

(B) Barrow County shall not enter into any contract involving services or property
with a County Official or Employee or with a business entity in which the County
Official or an Employee has an interest. Provided that the disclosure and
abstention provisions set forth herein are followed, this paragraph shall not apply
to the following:

(1) The designation of a bank or trust company as a depository for county
funds;

(2) The borrowing of funds from any bank or lending institution which offers
competitive rates for such loans;

(3) Contracts entered into with a business which employs a consultant,
provided that the consultant's employment with the business is not
incompatible with this Ordinance;

(4) Contracts for services entered into with a business which is the only
available source for such goods or services; and

(5) Contracts entered into under circumstances that constitute and emergency
situation, provided that a record explaining the emergency is prepared by
the Board and submitted to the Chief of Operations (or his/her equivalent)
to be kept on file.
Section Three. Financial Disclosures.

Financial disclosures shall be governed by federal and state law as it may be amended from time to time and this Ordinance shall not require any additional financial disclosure reports to be filed other than those required by federal and state law.

Section Four. Zoning Application Disclosures.

All disclosures with regard to zoning applications shall be governed in their entirety by the Conflict of Interest in Zoning Actions provisions contained in O.C.G.A.§ 36-67A-1, et seq., as it may be amended from time to time.

Section Five. Disclosures Related to Submission of Bids or Proposals for County Work or Contract.

Persons submitting bids or proposals for county work who have contributed $250.00 or more to a County Official must disclose on their bid or proposal the name of the County Official(s) to whom the contribution was made and the amount contributed. Such a disclosure must also be made prior to a request for any change order or extension of any contract awarded to the person who submitted the successful bid or proposal.

Section Six. Withholding of Information.

No County Official or Employee shall knowingly withhold any information that would impair the proper decision making of the Board or any of the County's boards, agencies, authorities or departments.

Section Seven. Incompatible Service.

No County Official or Employee shall engage in or accept private or public employment or render service for any private or public entity, when such employment or service is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of his or her official duties, unless
otherwise permitted by law and unless public disclosure is made.

Section Eight. Unauthorized Use of Public Property.

No County Official or Employee shall request or permit the unauthorized use of county-owned vehicles and equipment, including but not limited to computers, pagers and cellular telephones, materials or property for personal convenience or profit.

Section Nine. Political Recrimination and Activity.

(A) No County Official or Employee, whether elected or appointed, shall either cause the dismissal or threaten the dismissal from any county position as a reward or punishment for any political activity. No County Official or Employee shall direct any person employed by the County to undertake political activity on behalf of such County Official or Employee, any other County Official or Employee, or any other individual, political party, group or business organization, during such time that the Employee is required to conduct county business. This section does not prohibit incidental telephone calls made for the purpose of scheduling a County Official's daily county business.

(B) Employees of the county are encouraged to exercise their right to vote, but no employee shall make use of government time or equipment to aid a political candidate, party or cause; or use a government position to influence, coerce, or intimidate any person in the interest of a political candidate, party or cause. No employee shall be hired, promoted, favored or discriminated against with respect to employments because of his or her political opinions or affiliations.

(1) Seeking elective office. A government employee seeking elective office within the county may, upon declaring candidacy, either resign or submit a
request in writing to the Chief of Operations (or his/her equivalent) for a leave of absence without pay from the date of his or her announcement through the duration of the campaign or announcement of the election results. In the alternative, the government employee seeking elective office within the County may continue to work for the County, provided, however, that the employee shall not engage in election activities during his or her County working hours or with use of County equipment. If elected to office, the employee shall immediately, upon the date of election, be separated from employment with the county upon written request and approval of the Chief of Operations (or his/her equivalent).

(2) Political campaign involvement. A government employee may not be involved in any political activity which would constitute a conflict of interest; including participation in any aspect of any political campaign for any office in Barrow County Government.

(3) Solicitation of contributions. A government employee may not knowingly solicit, accept or receive political contributions from any person, to be used in support of or opposition to any candidate for office in the county.

Section Ten. Appearance Before County Entities.

No County Official or Employee shall appear on behalf of any private person other than himself or herself, his or her spouse, or his or her minor children, before any county agency, authority or board. However, a member of the Board of Commissioners may appear before such groups on behalf of his constituents in the course of his duties as a representative of the electorate or in the performance of public or civic obligations.
Section Eleven. Timely Payment of Debts to the County and Fiscal Responsibility.

All County Officials and Employees shall pay and settle, in a timely and prompt fashion, all accounts between them and Barrow County, including the prompt payment of all taxes and shall otherwise demonstrate personal fiscal responsibility.

Section Twelve. Solicitation or Acceptance of Gifts.

(A) County Officials and employees shall not accept gifts, gratuities or loans from organizations, business concerns, or individuals with whom he or she has official relationships on business of the county government. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit employees from accepting social courtesies which promote good public relations, or to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that inspectors, contracting officers and enforcement officers guard against relationships which might be construed as evidence of favoritism, coercion, unfair advantage or collusion.

(B) Consistent with the provisions set forth in Articles Two and Three and Section 12(A) above, there shall be no violation of this Ordinance in the following circumstances:

(1) Meals and beverages given in the usual course of entertaining associated with normal and customary business or social functions.

(2) An occasional gift from a single source of $101.00 or less in any calendar year.

(3) Ceremonial gifts or awards.
(4) Gifts of advertising value only or promotional items generally distributed
   To public officials.

(5) Awards presented in recognition of public service.

(6) Reasonable expenses of food, travel, lodging and scheduled entertainment
   for a meeting that is given in return for participation in a panel or speaking
   engagement at the meeting.

(7) Courtesy tickets or free admission extended for an event as a courtesy or
   for ceremonial purposes, given on an occasional basis and not to include
   season tickets of any nature.

(8) Gifts from relatives or members of the County Official or Employee's
    household.

(9) Honorariums or awards for professional achievement.

(10) Courtesy tickets or free admission to educational seminars, educational or
     information conventions or other similar events.

**Section Thirteen. Disclosure of Interest.**

Any member of the Board who has a financial or personal interest in any proposed
legislation or action before the Board shall immediately disclose publicly the nature and extent
of such interest.

Any other County Official or Employee who has a financial or personal interest in any
proposed legislation or action before the Board and who participates in discussion with or
gives an official opinion or recommendation to the Board in connection with such proposed
legislation or action shall disclose publicly the nature and extent of such interest.
Section Fourteen. Abstention to Avoid Conflicts of Interest.

(A) Except as otherwise provided by law, no County Official or Employee shall participate in the discussion, debate, deliberation, vote or otherwise take part in the decision-making process on any item before him in which the County Official or Employee has a conflict of interest as set forth above.

(B) To avoid the appearance of impropriety, if any County Official or Employee has a conflict of interest or has an interest that he or she has reason to believe either violates this Ordinance or may affect his or her official acts or actions in any matter, the County Official or Employee shall immediately leave the meeting room, except that if the matter is being considered at a public meeting, the County Official or Employee may remain in the meeting room.

(C) In the event of a conflict of interest, the County Official or Employee shall announce his or her intent to abstain prior to the beginning of the discussion, debate, deliberation or vote on the item, shall not participate in any way, and shall abstain from casting a vote.

ARTICLE FIVE: THE BOARD OF ETHICS

Section One. Creation and Composition of Board of Ethics.

There is hereby created a five-member Barrow County Board of Ethics, which shall consist of the following members:

(A) One appointee by the Board of Directors of the Barrow County Chamber of Commerce.

(B) One appointee selected by a majority of the voting County elected officials (not including the members of the Board of Commissioners) who shall each have one vote for such appointee:
(C) One appointee selected by a majority of the voting employees of Barrow County (not including the County elected officials or the members of the Board of Commissioners) who are in the employ of Barrow County on a full-time basis on the effective date of the vote, which vote shall be conducted by the Director of Human Resources or his/her designee;

(D) One appointee of the Barrow County Personnel Review Board; and

(E) One appointee of the Barrow County Board of Commissioners, which appointee shall be selected by a majority vote of the Board of Commissioners.

Section Two. Appointment Procedures.

The initial appointments of the members of the Board of Ethics shall be accomplished as follows: Within five (5) business days of the effective date of this Ordinance, the Barrow County Chief of Operations (or his/her equivalent) or his/her designee shall notify the respective appointing body or individuals of the duty to appoint or vote upon a member for placement on the Board of Ethics. The body or individuals so notified shall have thirty (30) days in which to conduct their appointment process and provide the Chief of Operations (or his/her equivalent) with the name of the appointment, or the name of the individual for whom he or she is voting as the appointee in the case of the elected officials. Within five (5) business days of receipt of the appointment information or calculation of the votes as the case may be, the Chief of Operations (or his/her equivalent) shall thereafter provide the names of the appointees to the Board of Commissioners. The Board of Commissioners shall appoint the five persons so identified at the next regular meeting of the Board of Commissioners following receipt of the names of the appointees from the Chief of Operations (or his/her equivalent).

All appointments following the expiration of the initial terms and all appointments made
In the cases of vacancies created during a particular term shall be made by the applicable body or individuals as indicated in Section One of this Article. The Chief of Operations (or his/her equivalent) or his/her designee shall notify the applicable body or individuals responsible for making an appointment at least forty-five (45) days prior to the expiration of the respective term or immediately upon knowledge of a vacancy created during a term. Upon such notification, the appointment process shall proceed as set forth above in this Section.

**Section Three. Qualifications of Members of Board of Ethics.**

A person is eligible to be appointed as a member of the Board of Ethics if the person, while serving:

(A) Resides in the County and is a registered voter;

(B) Is not an Employee or County Official and has not been an Employee or County Official during the three (3) months immediately preceding his or her appointment or be the spouse, parent, child or sibling of an Employee or County Official;

(C) Is not an officer or employee of any political party;

(D) Does not hold any elected or appointed office and is not a candidate for office of the United States, this State or the County and has not held any elected or appointed office during the three (3) months immediately preceding his or her appointment.

**Section Four. Terms; Vacancies.**

Members of the Board of Ethics shall each serve a two (2) year term without compensation, and shall continue to serve until their successors are appointed and qualified. The Board positions appointed pursuant to sub-sections (A), (B), and (C) of Section One of this
Article shall serve an initial full two-year term and shall thereafter serve two-year terms upon appointment. The Board positions appointed pursuant to sub-sections (D) and (E) of Section One of this Article shall serve an initial one-year term and shall thereafter serve two-year terms upon appointment. If any vacancy occurs during a term, the remaining members shall at that time choose an alternate member mutually agreed upon to temporarily serve until the position is filled by appointment as provided in Section One and Section Two to fulfill the remainder of the then existing term.

Section Five. Removal of Member.

The Board of Commissioners may remove a member of the Board of Ethics on the grounds of neglect of duty, misconduct in office or engagement in political activity in violation of this Ordinance. Before initiating the removal of a member from the Board of Ethics, the Board of Commissioners shall give the member written notice of the reason for the intended action and the member shall have the opportunity to reply. Thereafter, the Board of Commissioners shall afford such member an opportunity for a hearing before the Board of Commissioners.

Section Six. Organization and Internal Operating Regulations.

(A) Members of the Board of Ethics shall not be compensated.

(B) The Board of Ethics shall elect one of its members to act as Chairperson for a term of one year or until a successor is duly elected. The Board of Ethics shall also elect one of its members to act as Vice-Chairperson for the same term and to act for the Chairperson in his or her absence, because of disqualification or vacancy.

(C) There shall be no regularly scheduled monthly or bimonthly meetings of the
Board of Ethics, however, the Board of Ethics shall meet at least once annually in January of each year for purposes of election of officers and such other business as the Board of Ethics deems proper and in accordance with this Ordinance. Meetings shall be called by majority vote or by call of the chairperson. Meetings of the Board of Ethics shall be conducted in the public hearing room utilized by the Board of Commissioners, shall be duly publicized, and shall be otherwise conducted in accordance with the open meetings requirements under state law.

(D) Three members of the Board of Ethics shall constitute a quorum for the transaction of business. The Chairperson shall be entitled to the same voting rights as the other members of the Board of Ethics.

(E) No official action concerning complaints shall be taken by the Board of Ethics, except by the affirmative vote of at least four (4) members of the Board of Ethics.

Section Seven. Duties and Powers.

The Board of Ethics shall have the following duties and powers:

(A) To establish any procedures, rules and regulations governing its internal organization and conduct of its affairs, provided that such procedures, rules and regulations do not conflict with any provision contained herein.

(B) To receive and hear complaints of violations of standards required by this Ordinance.

(C) To make investigations as it deems necessary to determine whether any person has violated this Ordinance, but only after a least four (4) members of the Board of Ethics have voted affirmatively to conduct the investigation.

(D) To take such action as provided in this Ordinance as deemed appropriate because of any violation of this Ordinance.
(E) To perform any other function authorized by this Ordinance.

(F) To issue advisory opinions as provided in this Ordinance.

Section Eight. Staffing and Expenses.

The Board of Ethics shall be provided sufficient meeting space and other reasonable supportive services to carry out its duties required under this Ordinance. The Chief of Operations (or his/her equivalent) shall designate an administration employee who shall serve as the filing clerk for the Board of Ethics and who shall be authorized to receive all filings before the Board of Ethics to publish notices of all meetings upon request of the Board of Ethics' Chairperson and to serve as the recording clerk for the Board of Ethics.

Section Nine. Counsel.

The Board of Ethics may petition the Barrow County Board of Commissioners for appointment of counsel on a case-by-case basis to assist it in carrying out its responsibilities or to act as a hearing officer. Any such appointed counsel shall be approved by the Board of Commissioners, shall perform services at an approved hourly rate, and shall serve at the joint pleasure of the Board of Ethics and the Board of Commissioners.

Section Ten. Adherence to the Ethics Ordinance.

The Board of Ethics shall be governed by and subject to this Ordinance, except as to any requirements related to financial disclosures. If a member of the Board of Ethics has a conflict of interest or must disqualify himself under this Ethics Code or by law, the remaining members shall at that time choose an alternate person mutually agreed upon to hear that matter.
Section Eleven. Prohibition Against Certain Conflicting Political Activity.

(A) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

(1) "Member of the Board of Ethics" means an individual who occupies the position of a member of the Board of Ethics or a prospective member of the Board of Ethics.

(2) "Political Party" means a national political party, a state political party, a political action committee, and/or any affiliated organization.

(3) "Election" includes a primary, special and general election.

(4) "Nonpartisan Election" means:

(a) An election at which none of the candidates is to be nominated or elected as representing a political party, any of whose candidates for presidential elector received votes in the last preceding election at which presidential electors were selected; and

(b) An election involving a question or issue which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance, or any question or issue of similar character.

(5) "Partisan" when used as an adjective, refers to a political party.

(6) "Political Fund" means any fund, organization, political action committee or other entity that, for purposes of influencing in any way the outcome of any partisan election, receives or expends money or
anything of value or transfers money or anything of value to any other fund, political party, candidate, organization, political action committee or other entity.

(7) "Contribution" means any gift, subscription, loan, advance, deposit of money, allotment of money, or anything of value given or transferred by one person to another, including in cash, by check, by draft, through a payroll deduction or allotment plan, by pledge or promise, whether or not enforceable, or otherwise.

(B) **Permissible Activities.** All members of the Board of Ethics are free to engage in political activity to the widest extent consistent with the restrictions imposed in this Section, which restrictions are imposed for the sole purpose of ensuring neutrality and the appearance of neutrality of the Board of Ethics. Each member of the Board of Ethics retains the right to:

1. Register and vote in any election;
2. Participate in the nonpartisan activities of a civic, community, social, labor, or professional organization or of a similar organization;
3. Be a member of a political party or other political organization and participate in its activities to the extent consistent with law;
4. Attend a political convention, rally, fundraising function, or other political gathering;
5. Sign a political petition as an individual;
6. Make a financial contribution to a political party or organization;
7. Take an active part, as a candidate or in support of a candidate, in a
nonpartisan election;

(8) Be politically active in connection with a question which is not specifically identified with a political party, such as a constitutional amendment, referendum, approval of a governmental ordinance or any other question or issue of a similar character;

(9) Serve as an election judge or clerk or in a similar position to perform nonpartisan duties as prescribed by state or local law; and

(10) Otherwise participate fully in public affairs in a manner which does not materially compromise his or her efficiency or integrity as a member of the Board of Ethics or the neutrality, efficiency or integrity of the Board of Ethics.

(C) Prohibited Activities.

(1) A member of the Board of Ethics may not take an active part in political management or in a political campaign, except as permitted by subsection of this section.

(2) A member of the Board of Ethics shall not take part in or be permitted to do any of the following activities:

(a) Serve as an officer of a political party, a member of a national, state or local committee of a political party, an officer or member of a committee of a partisan political club, or be a candidate for any of these positions;

(b) Organize or reorganize a political party organization or political club;

(c) Directly or indirectly solicit, receive, collect, handle, disburse, or
account for assessments, contributions or other funds for a partisan political purpose;

(d) Organize, sell tickets to, promote or actively participate in a fundraising activity of a candidate in a partisan election or of a political party or political club;

(e) Take an active part in managing the political campaign of a Candidate for public office in a partisan election or a candidate for political party office;

(f) Become a candidate for, or campaign for, an elective public office in a partisan election;

(g) Solicit votes in support of or in opposition to a candidate for Public office in a partisan election;

(h) Act as recorder, watcher, challenger or similar officer at the polls on behalf of a political party or a candidate in a partisan election;

(i) Drive voters to the polls on behalf of a political party or a candidate in a partisan election;

(j) Endorse or oppose a candidate for public office in a partisan election or a candidate for political party office in a political advertisement, broadcast, campaign literature, or similar material;

(k) Serve as a delegate, alternate or proxy to a political party convention;

(l) Address a convention, caucus, rally or similar gathering of a political party in support of or in opposition to a partisan
candidate for public office or political party office;

(m) Initiate or circulate a partisan nominating position.

(3) Nothing contained in this section shall prohibit activity in political management or in a political campaign by any member of the Board of ethics connected with a nonpartisan election or a nonpartisan issue of any type.

**Section Twelve. Limitation of Liability.**

No member of the Board of Ethics, or any person acting on behalf of the Board of Ethics, shall be liable to any person for any damages arising out of the enforcement or operation of this Ethics Ordinance, except in the case of willful or wanton conduct. This limitation of liability shall apply to the County, the members of the Board of Ethics, the employees of the Board of Ethics and any person acting under the direction of the Board of Ethics.

**Section Thirteen. Advisory Opinion.**

The Board of Ethics shall render an advisory opinion based on a real or hypothetical set of circumstances when requested to do so in writing by a County Official or Employee related to that County Official’s or Employee’s conduct or transaction of business. Such advisory opinions shall be rendered pursuant only to a written request, fully setting forth the circumstances to be reviewed by the Ethics Board. The proceedings of the Ethics Board pursuant to this section shall be held in public to the extent consistent with state law and the opinions of the Ethics Board shall be made available to the public.

**Section Fourteen. Complaints.**

The Board of Ethics shall be responsible for hearing and deciding any complaints filed regarding alleged violations of this Ordinance by any person. The following procedures shall be followed when filing a complaint:
(A) Any person may file a complaint alleging a violation of any of the provisions of This Ordinance by submitting it to the Chief of Operations (or his/her equivalent), who shall immediately deliver such complaint to the Chairman of the Board of Ethics or his or her designee. A copy of such complaint shall immediately be forwarded by registered mail to the County Official or Employee against whom the complaint was filed. The complaint must be supported by affidavits based on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. All documents referred to in an affidavit(s) should be attached to the affidavit(s). The person filing the complaint shall verify the complaint by his or her signature thereon. A complaint must be filed within six (6) months of the date the alleged violation is said to have occurred, or in case of concealment or nondisclosure within six (6) months of the date the alleged violation should have been discovered after due diligence. In the event the Board of Ethics makes an initial determination that a complaint is technically deficient, the Board of Ethics shall submit a list of deficiencies to the complainant and offer the complainant the opportunity to correct the deficiencies within seven (7) days prior to the complaint being dismissed for technical deficiencies.

(B) Upon receipt of a complaint alleging misconduct, the County Official or Employee against whom the complaint was filed may reply to the complaint within thirty (30) days, unless such time for reply is extended by the Board of Ethics upon good cause shown. The response of the County Official or Employee must be supported by affidavits based on personal knowledge, must set forth such facts as would be admissible in evidence and must show
affirmatively that the affiant is competent to testify to the matters stated therein.

All documents referred to in an affidavit(s) should be attached to the affidavit(s).

(C) Within sixty (60) days of receipt of a complaint, the Board of Ethics shall conduct an investigatory review to determine whether specific substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance. If after reviewing the complaint the Board of Ethics by vote determines that no specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance or determines that no violation occurred, it may dismiss the complaint without further proceedings. In the event a complaint is dismissed based upon the merits of the complaint, the complaint may not be re-filed.

(D) If the Board of Ethics determines that specific, substantiated evidence from a credible source(s) exists to support a reasonable belief that there has been a violation of this Ordinance, certified written notice of a hearing, containing the time, date and place of such hearing, shall be given to each party by the Board of Ethics and a formal public hearing shall be conducted and both parties afforded an opportunity to be heard. Any formal public hearing shall be conducted in accordance with the requirements of due process. The Board of Ethics is authorized to swear witnesses.

(E) Any final determination resulting from the hearing shall include written findings of fact and conclusions of law. The Board of Ethics shall determine if clear and convincing evidence shows any violation of this Ordinance.

(F) Nothing in this section shall be considered to limit or encumber the right of the Board of Ethics to initiate an investigation on its own cognizance as it deems
Necessary to fulfill its obligations under this Ordinance.

Section Fifteen. Disciplinary Action.

(A) Upon a determination that an employee has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

(1) Written warning or reprimand;
(2) Suspension without pay;
(3) Termination of employment; and
(4) Repayment to the County of any unjust enrichment.

(B) Upon a determination that a County Official has violated this Ordinance, the Board of Ethics may recommend the following penalties and actions:

(1) Written warning, censure or reprimand;
(2) Removal from office to the extent provided by Georgia law; and
(3) Repayment to the County of any unjust enrichment.

(C) Upon direction of the Board of Ethics, a petition may be filed for injunctive relief, or any other appropriate relief, in the county superior court or in any other court having proper venue and jurisdiction, for the purpose of requiring compliance with the provisions of this Ordinance. In addition, the court may issue an order to cease and desist from the violation of the Ordinance. The court also may void an official action that is the subject of the violation, provided that the legal action to void the matter was brought with ninety (90) days of the occurrence of the official action, if the court deems voiding the action to be in the best interest of the public. The Court, after hearing and considering all the circumstances in the case, may grant all or part of the relief sought. However, the court may not void any official action appropriating public funds, levying taxes or providing for the
issuance of bonds, notes or other evidence of public obligation under this Ordinance.

(D) In addition to any other remedy provided herein, upon determination of a Violation of this Ordinance, the Board of Ethics may recommend to the Board of Commissioners in writing that any contract, bid or change order that was the Subject of the violation should be cancelled or rescinded. The Board of Commissioners, however, shall retain the discretion to determine whether such a Cancellation or rescission would be in the best interest of the County and shall not be bound in any way by a recommendation of the Board of Ethics.

(E) The Ethics Board may also forward its findings of fact and conclusions of law to the Barrow County District Attorney's Office and/or the Office of the Governor for appropriate action.

Section Sixteen. Judicial review.

(A) Any party against whom a decision of the Board of Ethics is rendered may obtain judicial review of the decision by writ of certiorari to the superior court of the County. The application for the writ must be filed within thirty (30) days from the date of the written decision. Judicial review shall be based upon the record. No party shall be entitled to a de novo appeal.

(B) Upon failure to timely request judicial review of the decision by writ of certiorari as provided in this section, the decision shall be binding and final upon all parties.

(C) The appellate rights afforded hereunder shall be in lieu of any right to appeal an adverse employment action under the Barrow County Civil Service
System, to the extent the County Official or employee may be subject to the Civil Service System.

ARTICLE SIX: MISCELLANEOUS

Section One.  Severability.

If any provision of this Ordinance is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section Two.  Repealer

All laws, resolution, or ordinances or parts thereof that conflict with the provisions of this Ordinance are repealed.

Section Three.  Effective Date.

The effective date of this Ordinance shall be July 1, 2004.

AMENDED:

Article Five, Section 1, Subparagraph (A)  January 25, 2005

Article Five, Section 6, Subparagraph (C)  January 8, 2008