



FULTON COUNTY

**PURCHASING DEPARTMENT
INVITATION TO BID NO. #12ITB78823K-JD**

Helene S. Mills Multipurpose Facility Roof Replacement

For

General Services Department



**Funded in whole or in part by the American Recovery and Reinvestment Act
(ARRA) 2009**

RFP DUE DATE AND TIME: Monday, April 23, 2012 at 11:00 A.M.

RFP ISSUANCE DATE: March 8, 2012

PURCHASING CONTACT: Joyce Daniel, Assistant Purchasing Agent

E-MAIL: joyce.daniel@fultoncountyga.gov

PRE-BID CONFERENCE: Thursday, March 22, 2012 at 10:00 A.M.

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

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INVITATION TO BID
#12ITB78823K-JD
Helene S. Mills Multipurpose Facility Roof Replacement

Sealed Bids for furnishing all materials, labor, tools, equipment and appurtenances necessary for the construction of Helene S. Mills Multipurpose Facility Roof Replacement will be received by the Fulton County Department of Purchasing and Contract Compliance at 130 Peachtree Street, S.W. Suite 1168 Atlanta, GA 30303, until 11:00 A.M., local time, on **Monday, April 23, 2012** and then at said office publicly opened and read aloud.

Description of Project:

The construction project will consist of but not limited to the removal and replacing of roof material and associated architectural metal and flashing of the Helene S. Mills Multipurpose Facility located at 515 John Wesley Dobbs Avenue, N.E. Atlanta, Georgia 30303.

Permits:

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

Rights of Way/Easements:

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

Bid Documents:

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

The cost for a set of drawing and specification is **\$40.00**. The non-refundable payment must be made to:

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

For payment information, contact **Action Blueprint** by email, fax or in person. All other questions should be addressed by the procedures outlined in this ITB to Joyce Daniel, Assistant Purchasing Agent, Fulton County Department of Purchasing and Contract Compliance at joyce.daniel@fultoncountyga.gov, or fax 404-335-5806.

Subcontracting Opportunities:

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

Term of Contract:

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **120 Consecutive Days** from issuance of Notice to Proceed.

The County will make payments, within **45** days, in response to the Contractor's monthly Applications for Payment, which are accompanied by the Engineer's Certificate for Payment, for work performed to date plus cost of stored materials, less retainage. Payments, Applications for Payment, Certificates for Payment, and retainage shall be in accordance with the provisions of the Contract Documents.

No Contact Provision

It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.

- A. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager's recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
- B. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
- C. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is "non-responsive", and same shall not be considered for award.

Bid Contact

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

Fulton County Department of Purchasing and Contract Compliance
Attn: Joyce Daniel, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W. Suite 1168
Atlanta, GA 30303
Fax: (404) 335-5806
Reference Bid **#12ITB78823K-JD**

Or joyce.daniel@fultoncountyga.gov

Basis of Award

The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder. No bid may be withdrawn for a period of sixty (60) days after the date of bid opening except as permitted by O.C.G.A., §36-91-41 et seq., as amended. Each Bid must be accompanied by a Bid Bond in accordance with the Bid Bond Requirements provided in the Contract Documents, on a Surety Company's Standard Bid Bond Form acceptable to the County in an amount no less than 5% of the amount bid. The successful bidder will be required to furnish a Performance Bond and Payment Bond, **on or before** the issuance of Notice to Proceed, each in the amount of 100% of the Contract Amount. All other required Contract Documents must be fully completed and executed by the Contractor and his/her Surety, and submitted to the Owner **on or before** the issuance of the Notice to Proceed.

Pre-Bid Conference

Date: **Thursday, March 22, 2012**
Time: **10:00 A.M.**
Location: **Helene S. Mills Multipurpose Facility
515 John Wesley Dobbs Avenue, NE
Atlanta, Georgia 30312
404-523-3353**

Mandatory Site Visit: Immediately following the Pre-Bid Conference

A pre-bid conference will be held at **Helene S. Mills Multipurpose Facility, 515 John Wesley Dobbs Avenue, NE, Atlanta, Georgia 30312**. *Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the pre-bid conference and will be addressed at the pre-bid conference.* Any additional questions asked at the pre-bid conference must be submitted in written form at the pre-bid conference and will be responded to in the form of an addendum with the County's official responses.

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

END OF SECTION

INSTRUCTIONS TO BIDDERS

A. Contract Documents

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

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

The Contract Documents shall define and describe the complete work to which they relate.

B. Bid Preparation and Execution

All Bids must be made on the Bid forms contained herein. The original signed Bid with three (3) copies shall be submitted in a sealed envelope, addressed to the Department of Purchasing and Contract Compliance, Fulton County Public Safety Building, 130 Peachtree Street, S.W., Suite 1168 Atlanta, Georgia 30303, and labeled "Bid for #12ITB78823 K-JD Helene S. Mills Multipurpose Facility Roof Replacement."

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following:

1. Bid Form
2. Acknowledgement of each Addendum
3. Bid Bond
4. Purchasing Forms (See Submittal Check List at end of this Section), fully executed
5. Contract Compliance Forms (See Submittal Check List at end of this Section), fully executed
6. Risk Management Insurance Provisions Form
7. OSHA Certificate for Superintendent- 40 Hour Requirement
8. References- Provide three (3) references on major building construction projects 50,000 – 100,000 sq. ft.
9. Contractor's Warranty- submit standard contractor warranty information
10. Installer Warranty- submit installer warranty for two (2) years

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid delivered to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date (see Section 00020). If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Department. Bids delayed by mail will not be considered, shall not be opened, and arrangements shall be made for their return at the bidder's request and expense.

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening.

C. Addenda and Interpretations

No interpretations of the meaning of the Drawings, Specifications or other pre-bid documents will be made to any Bidder orally.

Bidders requiring clarification or interpretation of the Contract Documents shall make a request in writing, either by mail, hand delivery, e-mail or fax, to the Purchasing Agent at the address below. To be given consideration, requests must be received no later than **4:00 P.M., Thursday, April 12, 2012**. The County will not respond to any requests, oral or written, received after this date. Telephone inquiries will not be accepted.

Fulton County Department of Purchasing and Contract Compliance
Attn: Joyce Daniel, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., 1168
Atlanta, GA 30303
Fax: (404) 335-5806
joyce.daniel@fultoncountyga.gov
Reference Bid #12ITB78823K-JD

Only communications from firms that are in writing and signed will be recognized by the County as duly authorized expressions on behalf of proposers/bidders. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be mailed, shipped or faxed to all prospective Bidders (at the respective addresses furnished) prior to the date fixed for the opening of Bids.

Failure of Bidders to receive or acknowledge any Addendum shall not relieve them of any obligation under the Bid. All Addenda shall become part of the Contract Documents.

D. Site Examination

There will be a site visit for this project. It will be held on immediately after the pre bid conference on **Thursday, March 22, 2012, 10:00 A.M.** Bidders are required to attend.

E. Bidder's Modification and Withdrawal of Bids

A Bidder may modify or withdraw its bid by written request, provided that the request is received by the County prior to the bid due date and time at the address to which bids are to be submitted. Provided further, that in case of an electronic request (i.e. facsimile, e-mail, etc.) a written confirmation thereof over the authorized signature of the Bidder must be received by the County at the address to which original Bids are to be submitted within three (3) calendar days after issue of the electronic message. Following withdrawal of its bid, the Bidder may submit a new bid, providing delivery is affected prior to the established bid opening date and time. **No bid may be withdrawn after bid due date for sixty (60) calendar days.**

F. Bid and Contract Security

A Bid Bond for an amount equal to five percent (5%) of the bid amount must accompany each Proposal. The bid bond shall be submitted in a separate, sealed envelope marked "Bid Bond".

Bids must be accompanied by a bid bond or certified check in an amount of five percent (5%) of the TOTAL AMOUNT of the base bid. The bid bond or certified check shall apply ONLY TO THIS BID. The bid name and contract number must appear on the security instrument. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared non-responsive.

Any bid bond, performance bond, payment bond, or security deposit required for public works construction contract shall be approved and filed with purchasing agent. At the option of the County, if the surety named in the bond is other than a surety company authorized by law to do business in this state pursuant to a current certificate of authority to transact surety business by the Commissioner of Insurance, such bond shall not be approved and filed unless such surety is on the United States Department of Treasury's list of approved bond sureties.

A Purchasing Agent shall approve as to form and as to the solvency of the surety any bid bond, performance bond, or payment bond required by this. In the case of a bid bond, such approval shall be obtained prior to acceptance of the bid or proposal. In the case of payment bonds and performance bonds, such approval shall be obtained prior to the execution of the contract.

Whenever, in the judgment of the County:

- (1) Any surety on a bid, performance, or payment bond has become insolvent;
- (2) Any corporation surety is not longer certified or approved by the Commissioner of Insurance to do business in the state; or
- (3) For any cause there are no longer proper or sufficient sureties on any or all the bonds

The County may require the contractor to strengthen any or all of the bonds or to furnish a new or additional bond or bonds within ten days. Thereupon, if so ordered by the County, all work on the contract shall cease unless such new or additional bond or bonds are furnished. If such bond or bonds are not furnished within such time, the County may terminate the contract and complete the same as the agent of and at the expense of the contractor and his or her sureties.

As a condition of responsiveness the bidder must contain a Bid Bond for an amount equal to 5% of the bid amount. The Bid Bond shall be included in a separate envelope marked on the outside "Bid Bond". Checks or letters of credit of any type will not be accepted. A certified cashier's check will be acceptable. Provide a completed and fully executed Bid Bond. When the bidder's package is opened, a purchasing agent will verify the presence of the Bid Bond and remove it from the Proposal Package.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

The Surety of the Bid Bond shall be from a surety company authorized to do business in the State of Georgia, shall be listed in the Department of Treasury Circular 570, and shall have an underwriting limitation in excess of 100% of the bid amount. The Bonds and Surety shall be subject to approval by the County Attorney.

Attorneys-in-fact for bidders who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

G. Right to Reject Bids

The County reserves the right to reject any or all bids and to waive informalities. No bids will be received after the time set for opening bids. Any unauthorized conditions, limitations or provisions attached to the Bid, except as provided herein, will render it informal and may cause its rejection. Unbalanced bids will be subject to rejection. Any bidder may withdraw his/her bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids. Telegraphic or written requests for withdrawal must be in the possession of the County prior to the closing time for receipt of bids.

H. Applicable Laws

All applicable laws and regulations of the State of Georgia and ordinances and regulations of Fulton County shall apply. Protestors shall seek resolution of their complaints in the manner provided in the Fulton County Code of Laws §2-324, which is incorporated by reference herein.

I. Examination of Contract Documents

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

J. Indemnification and Hold Harmless Agreement

See Section 00490, Insurance and Risk Management Provisions page 3, Indemnification and Hold Harmless Agreement

K. Bid Opening

Bids will be opened in public and read aloud. All bidders are requested to be present at the opening.

L. Determination of Successful Bidder

Fulton County desires to complete this work in a timely manner. The Contract will be awarded to the lowest responsive, responsible bidder(s), if awarded.

1. **Responsibility:** The determination of the bidder's responsibility will be made by the County based on whether the bidder meets the following minimum requirements:
 - a. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.
 - b. Maintains a permanent place of business individually or in conjunction with the prime contractor.
 - c. Has the appropriate and adequate technical experience. Designated Project Manager must be proficient in all aspects of contracted work.
 - d. Has adequate personnel and equipment to do the work expeditiously.
 - e. Has suitable financial means to meet obligations incidental to the work.
2. **Responsiveness:** The determination of responsiveness will be made by the County based on a consideration of whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

M. Georgia Utility Contractors License – *NON-APPLICABLE*

A Utility Contractor's License is required to perform this work in accordance with O.C.G.A. §43-14-8.2(h). Form C1: Georgia Utility License Certification in Section 5, Purchasing Forms must be completed and submitted by the contractor/subcontractor performing the work.

N. General Contractors License -*APPLICABLE*

Effective July 1, 2008, all general contractors are required to be licensed by the State of Georgia to perform the following work; construction; construction management services; or design-build services as a prime contractor, joint venture partner, or as a subcontractor to a design professional acting as prime contractor as part of a design-build entity or combination, unless exempted from holding such license pursuant to Georgia law (O.C.G.A. 43-41-17). If exempted, Contractor must submit a copy of their Georgia Department of Transportation Certificate of Qualification with their bid submittal.

Bidders must complete Form C2: Georgia General Contractors License Certification in Section 6, Purchasing Forms. Failure to provide the required license shall deem your bid non-responsive.

O. Professional Licenses - *APPLICABLE*

The State of Georgia requires that the following professions are required by state law to be licensed:

1. Electricians
2. Plumbers
3. Conditioned Air Contractors
4. Low voltage Contractors

Bidders and any sub-contractors performing any of the above described work must provide a copy of their license for the work they will perform on this project. Bidders must complete Form C3: Georgia Professional License Certification in Section 6, Purchasing Forms. Failure to provide the required license may deem your bid non-responsive.

P. Wage Clause

Pursuant to 102-391, Each Contractor shall agree that in the performance of the Contract he will comply with all lawful agreements, if any, which the Contractor had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

Q. Notice of Award of Contract

As soon as possible, and within sixty (60) days after receipt of bids, the County shall notify the successful Bidder of the Award of Contract.

The award shall be made by the Board of Commissioners of Fulton County to the lowest responsive, responsible bidder(s) as soon as possible after receipt of bids, taking into consideration price and the responsiveness to the requirements set forth in the Invitation for Bid. In such case, no claim shall be made by the selected Contractor(s) for loss of profit if the contract is not awarded or awarded for less work than is indicated and for less than the amount of his bid. The total of the awarded contract shall not exceed the available funds allocated for this project.

Should the County require additional time to award the contract, the time may be extended by mutual agreement between the County and the successful bidder. If an Award of Contract has not been made within sixty (60) days from the bid date or within the extension mutually agreed upon, the Bidder may withdraw the Bid without further liability on the part of either party.

Any award made by the Board of Commissioners as a result of this bid will begin from the date of the notice to proceed. The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written

order from the user department. The contract shall become effective on the Contract Date and shall continue in effect until the end of the term of the contract or until the project has been closed-out unless earlier terminated pursuant to the termination provisions of the contract.

R. Execution of Contract Documents

Upon notification of Award of Contract, the County shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the County shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the contractor and/or surety fail to execute the documents within the time specified, the County shall have the right to proceed on the Bid Bond accompanying the bid.

If the County fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Should an extension of any of the time limits stated above be required, this shall be done only by mutual agreement between both parties.

Any agreement or contract resulting from the acceptance of a bid shall be on a County approved document form. The County reserves the right to reject any agreement that does not conform to the Invitation for Bid and any County requirements for agreements and contracts. The County reserves the right to modify the agreement resulting from this bid upon the recommendation of the County Attorney.

S. Joint Venture

Any Bidder intending to respond to this solicitation as a joint venture must submit an executed joint venture agreement with its offer. The agreement must designate those persons or entities authorized to execute documents or otherwise bind the joint venture in all transactions with Fulton County, or be accompanied by a document, binding upon the joint venture and its constituent members, making such designation. Offers from joint ventures that do not include these documents will be rejected as being non-responsive.

T. Contractors Compliance with All Assurances and/Or Promises Made In Response to Procurement

Should any Bidder submit a response to the County promising to provide a certain level of service for either the scope of work, MFBE participation, or any other matter, including where such promise or assurance is greater than what is required by the procurement documents, and should this response containing the promise or assurance be accepted by the County and made a part of the Contract Documents, then this degree or level of service promised by the bidder relating to the scope of work, MFBE participation, or other matter shall be considered to be a material part of the Agreement between the bidder and the County, such that the bidder's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to the General Conditions of the Agreement.

U. Georgia Security and Immigration Compliance Act

This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proposers are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. Under state law, the County cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act. All bidders/proposers intending to do business with the County are responsible for independently apprising themselves and complying with the requirements of that law and its effect on County procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.

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

V. Bid General Requirements

The following information pertains to the submission of a Bid to Fulton County, and contains instructions on how Bids must be presented in order to be considered. Listed below are the requirements for all Bidders interested in doing business with Fulton County.

1. The Bid sheets included in this Invitation to Bid ("Bid") must be fully completed and returned with the Bid unless otherwise specified in writing by the Purchasing Department. Type or neatly print the date, company name, and the full legal name and title of the person(s) signing the Bid in the place provided at the bottom of each Bid sheet. Any additional sheets submitted must contain the same signature and Bidder information.
2. All signatures must be executed by person(s) having contracting authority for the Bidder.
3. Absolutely no fax Bids or reproduction Bids will be accepted, except that photocopies may be submitted in addition to the original when multiple copies of the Bid are specifically requested in the solicitation.
4. The envelope in which the Bid response is submitted must be sealed and clearly labeled with the Bid number, project title, due date and time, and the name of the company or individual submitting the proposal. Bids must be received by the opening date and time shown on this Bid in order to be considered. The Purchasing Agent has no obligation to consider Bids which are not in properly marked envelopes. Contract Compliance submittals shall be submitted in a separate sealed envelope or package.
5. The original and the required number of copies of the Bid must be returned to:

Fulton County Purchasing Agent
Fulton County Department of Purchasing and Contract Compliance
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303

Any inquiries, questions, clarifications or suggestions regarding this solicitation should be submitted in writing to the Purchasing Contact Person. Contact with any other

County personnel in regard to a current solicitation is strictly prohibited in accordance with Fulton County "No Contact Provision" policy outlined in S35 and in Section 00020, Invitation to Bid.

6. Show information and prices in the format requested. Prices are to be quoted F.O.B. Destination, and must include all costs chargeable to the Contractor executing the Contract, including taxes. Unless otherwise provided in the Contract, Fulton County shall have no liability for any cost not included in the price. The Contractor shall provide Fulton County the benefit through a reduction in price of any decrease in the Contractor's costs by reason of any tax exemption based upon Fulton County's status as a tax-exempt entity.
7. All prices Bid must be audited by the Bidder to ensure correctness before the Bid is submitted. The Bidder is solely responsible for the accuracy of information placed on a Bid sheet, including prices. Clerical or mathematical error is insufficient to void a successful Bid but a Bidder may withdraw a sealed Bid prior to opening without a penalty.
8. All prices must be submitted in the format requested and less all trade discounts. When multiple items are being Bid, Bidder must show both the unit price and the total extended price for each item. When applicable, the Bidder must include an additional lump sum Bid for groups or items. In the event a Bidder is offering an additional discount on groups of items, Bidder must indicate the total lump sum Bid for the particular group of items before any extra discount, the amount of extra discount, and the net total for the particular group. In the event of an extension error, unit pricing shall prevail.
9. By submitting a signed Bid, Bidder agrees to accept an award made as a result of that Bid under the terms and conditions spelled out in the Bid documents. In the event of a conflict between the different Bid documents, the County's cover Contract (if used) shall have precedence, followed in order by the Invitation to Bid, Purchase Order, Bid, Contractor's Warranty Agreement, Maintenance Agreement, and/or other Contractor provided agreements.
10. A Bidder may submit only one (1) Bid response for each specific Bid solicitation unless otherwise authorized in the specifications.
11. All prices submitted by the Bidder to Fulton County must be guaranteed by the authorized person(s) against any price increase for the time period designated in the Bid specifications, and Fulton County must be given the benefit of any price decrease occurring during such designated time period.
12. All items Bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.
13. All Bidders must specify in the Bid response the earliest actual delivery date for each item unless otherwise specified in writing by Fulton County. The delivery date may be a factor in deciding the Bidder's capability to perform.
14. A successful Bidder's delivery ticket(s) and invoice(s) must list each item separately and must show Fulton County's purchase order number as well as the proper department and address to which delivery was made, as listed on the purchase order or in the Bidder's contract with Fulton County.
15. Unless clearly shown as "no substitute" or words to that effect, any items in this invitation to Bid which have been identified, described or referenced by a brand name

or trade name are for reference only. Such identification is intended to be descriptive but not restrictive, and is to indicate the general quality and characteristics of products that may be offered. Each item Bid must be individually identified as to whether it is a specified item or an equivalent item by typing or printing after the item(s): The brand name; model or manufacturer's number, or identification regularly used in the trade. Deviations from the specifications must be clearly and fully listed on the Bid sheet, including photographs or cuts, specifications, and dimensions of the proposed "alternate". Fulton County is the sole judge of "exact equivalent", or "alternate". The factors to be considered are: function, design, materials, construction, workmanship, finishes, operating features, overall quality, local service facilities, warranty terms and service, and other relevant features of item(s) Bid.

16. For all Bids, Fulton County reserves the right to request representative samples. If requested, samples must be delivered at the Bidder's cost within three (3) business days. Samples are submitted at the risk of the Bidder and may be subjected to destructive tests by Fulton County. Samples must be plainly tagged with Fulton County's Bid number, item name, manufacturer, and the name of the Bidder.
17. Item(s) Bid must be complete and ready to operate. No obvious omissions of components or necessary parts shall be made even though the specifications may not detail or mention them. Unit(s) must be furnished with factory installed equipment and must be comparable with the basic form, fit, and functional requirements which are all to be included in the base price as well as any other equipment included as standard by the manufacturer or generally provided to the buying public.
18. All successful Bidders must assume full responsibility for all item(s) damaged prior to F.O.B. Destination delivery and agree to hold harmless Fulton County of all responsibility for prosecuting damage claims.
19. All successful Bidders must assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by Fulton County of such defect or damage.
20. All successful Bidders must assume full responsibility for providing or ensuring warranty service on any and all items including goods, materials, or equipment provided to the County with warranty coverage. If a successful Bidder is not the manufacturer, all manufacturers' warranties must be passed through to Fulton County. The Bidder and not Fulton County is responsible for contacting the manufacturer of the warranty service provided during the warranty period and supervising the completion of the warranty service to the satisfaction of Fulton County.
21. As a successful Bidder providing any equipment which requires fitting and assembly, the Bidder shall be solely responsible for such installation being performed by a manufacturer's authorized or approved servicer or an experienced worker, utilizing workmanship of the highest caliber. The Bidder must verify all dimensions at the site, shall be responsible for their correctness, and shall be responsible for the availability of replacement parts when specified in writing by Fulton County in the specifications, purchase order, or other contract.
22. A successful Bidder is solely responsible for disposing of all wrappings, crating, and other disposable material upon deliver of item(s).
23. All Bidders are required to be authorized distributors or regularly engaged in the sale or distribution of the type of goods, materials, equipment or services for which the Bidder is submitting a Bid response in addition, all Bidders are required to provide Fulton County with three (3) written references documenting the successful completion of Bids

or contracts for the types of items including goods, materials, equipment, or services for which the Bidder is submitting a Bid response. In instances where a Bidder has never supplied such goods, material, equipment, or services before, the Bidder must submit with the Bid response a statement and supporting documentation demonstrating such expertise, knowledge, or experience to establish the Bidder as a responsible Bidder, capable of meeting the Bid requirements should an award be made. No exceptions to this provision will be made unless authorized in the Bid specifications.

24. Bidders may be required to furnish evidence that they maintain permanent places of business of a type and nature compatible with their Bid proposal, and are in all respects competent and eligible vendors to fulfill the terms of the specifications. Fulton County may make such investigations as it deems necessary to determine the ability of the Bidder to perform such work, and reserves the right to reject any Bidder if evidence fails to indicate that the Bidder is qualified to carry out the obligation of the Contract and to complete the work satisfactorily.
25. All Bidders must comply with all Fulton County Purchasing laws, policies, and procedures, non-discrimination in contracting and procurement ordinances, and relevant state and federal laws including but not limited to compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act. Successful Bidder must obtain all permits, licenses, and inspections as required and furnish all labor, materials, insurance, equipment, tools, supervision, and incidentals necessary to accomplish the work in these specifications.
26. If a successful Bidder is unable or unwilling to enter into a Contract with Fulton County subsequent to being granted an award, or who fails to perform in accordance with the Bid specifications the Bidder will be subject to damages and all other relief allowed by law.
27. Successful Bidders contract directly with Fulton County and are the party or parties obligated to perform. Contracts may not be assigned and any failure to perform the Contract in accordance with the specifications will constitute a breach of Contract and may result in a Bidder being found to be "non-responsive" in the future.
28. In case of default by the successful Bidder, Fulton County may procure the articles for services from another source and hold the successful Bidder responsible for any resulting excess cost.
29. The County may award any Bid in whole or in part to one or more vendors or reject all Bids and/or waive any technicalities if it is in the best interests of the County to do so. In the event that all Bids are not rejected, Bids for items including goods, materials, equipment, and services will be awarded to the lowest "responsible" Bidder(s) as determined by Fulton County. Submitting the lowest Bid, as published at the Bid opening, does not constitute an award or the mutual expectation of an award of a Contract and purchase order. For purposes of this notice and the attached Bid sheets, a purchase order is a Contract to provide items including goods, materials, equipment, and services and is intended to have the full force and effect of a Contract. A breach of the terms and conditions of a purchase order constitutes a breach of Contract.
30. Bids for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may withdrawn as follows:

Competitive sealed Bids ("Bid") may not be revoked or withdrawn until 60 days after the time set by the governmental entity for opening of Bids. At the end of this time period, the Bid will cease to be valid, unless the Bidder provides written notice to the County

prior to the scheduled expiration date that the Bid will be extended for a time period specified by the County.

31. In the evaluation of the Bids, any award will be subject to the Bid being:
 - a. Compliant to the specification – meets form, fit, and function requirements stated or implied in the specification.
 - b. Lowest cost to the County over projected useful life.
 - c. Administratively Compliant – Including all required bonds, insurance, established quality of work and general reputation, financial responsibility, relevant experience, and related criteria.
32. All proposals and Bids submitted to Fulton County are subject to the Georgia “Open Records Act”, Official Code of Georgia, Annotated (O.C.G.A.) §50-18-70 et seq.
33. All proposals and Bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h). The Utility Contractor License number of the person who will perform the utility work shall be written on the face of the Bid envelope.
34. The apparent silence of this specification, and any supplement thereto, as to details, of the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.
35. It is the policy of Fulton County that the evaluation and award process for County contracts shall be free from both actual and perceived impropriety, and that contacts between potential vendors and County officials, elected officials and staff regarding pending awards of County contracts shall be prohibited.
 - a. No person, firm, or business entity, however situated or composed, obtaining a copy of or responding to this solicitation, shall initiate or continue any verbal or written communication regarding this solicitation with any County officer, elected official, employee, or designated County representative, between the date of the issuance of this solicitation and the date of the County Manager’s recommendation to the Board of Commissioners for award of the subject contract, except as may otherwise be specifically authorized and permitted by the terms and conditions of this solicitation.
 - b. All verbal and written communications initiated by such person, firm, or entity regarding this solicitation, if same are authorized and permitted by the terms and conditions of this solicitation, shall be directed to the Purchasing Agent.
 - c. Any violation of this prohibition of the initiation or continuation of verbal or written communications with County officers, elected officials, employees, or designated County representatives shall result in a written finding by the Purchasing Agent that the submitted Bid or proposal of the person, firm, or entity in violation is “non-responsive”, and same shall not be considered for award.
36. Any Bidder intending to respond to this solicitation as a Joint Venture must submit an executed Joint Venture Agreement with this Bid. This agreement must designate those persons or entities authorized to execute documents or otherwise bind the Joint Venture in all transactions with Fulton County, or are accompanied by a document, binding upon the Joint Venture and its constituent members, making such designation.

Bids from Joint Ventures that do not include these documents will be rejected as being "non-responsive".

37. Any Bidder intending to respond to this solicitation must complete all of the Procurement Affidavit Forms provided in this solicitation. Bids that do not include these completed documents will be rejected as being "non-responsive".

Required Bid Submittal Check List for Invitation To Bid (ITB)

The following submittals shall be completed and submitted with each bid (see table below "Required Bid Submittal Check List."). Please check to make sure that the required submittals are in the envelope before it is sealed. Failure to submit all required submittals may deem your proposal non-responsive.

Submit one (1) Original bid, signed and dated and three (3) **complete** copies of the Original Bid including all required documents.

Item #	Required Bid Submittal Check List	Check (✓)
1	Bid Form (Section 00300) – All dollar amounts must be both in writing AND figures and represent prices for the published scope of work without exceptions.	
2	Acknowledgement of each Addendum (acknowledged both on the Bid Form, Section 00300, and on the form included with each addendum).	
3	Bid Bond (Section 00410) (separate envelope if Public Works Construction project)	
4	Purchasing Forms (Section 00420) Form A - Non-Collusion Affidavit of Prime Bidder/Offeror Form B - Certificate of Acceptance of Request for Bid/Proposal Requirements Form C1- Georgia Utility Contractor License (<i>non- applicable</i>) Form C2- Georgia General Contractors License (<i>applicable</i>) Form C3- Georgia Professional Licenses (<i>applicable</i>) Form D - Certificate Regarding Debarment Form E - Disclosure Form & Questionnaire Form F - Declaration of Employee-Number Categories Form G - Georgia Security and Immigration Contractor Affidavit and Agreement Form H - Georgia Security and Immigration Subcontractor Affidavit	
5	Office of Contract Compliance Requirements (Section 00430) Exhibit A - Promise of Non-Discrimination (for Prime and each Sub) Exhibit B - Employment Record (for Prime and each Sub) Exhibit C - Schedule of Intended Subcontractor Utilization Exhibit D - Letter of Intent to Perform as Subcontractor Exhibit E - Declaration Regarding Subcontractor Practices Exhibit F - Joint Venture Disclosure Affidavit Exhibit G - Prime Contractor/Subcontractor Utilization Report Equal Business Opportunity Plan (EBO Plan)	
6	Risk Management Insurance Provisions Form (Section 00490) and proof of insurance, either letter from insurer or Certificate of Insurance.	
7	Contractor Warranty Form	
8	Installer Warranty Form	
9	OSHA Certificate for Superintendent- 40 Hour Requirement	
10	References- Provide three (3) references on major building construction project of 50, 000 – 100,000 sq. ft.	

END OF SECTION

BID FORM

Submitted To: Fulton County Government

Submitted By: _____

For: **#12ITB78823K-JD-Helene S. Mills Multipurpose Facility Roof Replacement**

Submitted on _____, 20__.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

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

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

BASE BID AMOUNT (Do not include any Bid Alternates)

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written order of the Contracting Officer and to fully complete all work under this Contract within **One Hundred and Twenty (120)** consecutive calendar days from issuance of Notice to Proceed.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

_____ Dollars

(\$ _____) according to the conditions of "Instructions to Bidders" and provisions thereof.

The following form shall be used for submitting Bid Prices:

COST PROPOSAL FORM

DIVISION	COMPONENT DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
1	General Conditions/Requirements			
2	Site Work & Demolition			
3	Concrete			
4	Masonry			
5	Structural & Misc. Steel			
6	Wood & Plastic			
7	Moisture Protection			
8	Doors & Windows			
9	Finishes			
10	Specialties			
11	Equipment			
12	Furnishing			
13	Special Construction			
14	Conveying System			
15	Mechanical			
16	Electrical			
Sub Total				
17. Contractor Profit				
18. Contractor Overhead				
19. County Controlled Contingency				\$ 75,000
Sub Total				
20. Location/Working Condition Premium				
Sub Total				
21. TOTAL BASE BID AMOUNT				

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # _____ DATED _____

BIDDER: _____

Signed by: _____
[Type or Print Name]

Title: _____

Business Address: _____

Business Phone: _____

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

License Expiration Date: _____

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

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

Name	Address
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

BID BOND

No bid for a contract in Fulton County for work to be done shall be valid for any purpose unless the Contractor shall give a Bid Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Bid Bond shall not be less than 5% of the total amount payable by the terms of the Contract. No bid shall be read aloud or considered if a proper bid bond has not been submitted.

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

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

BID BOND

**#12ITB78823K-JD-HELENE S. MILLS MULTIPURPOSE FACILITY ROOF REPLACEMENT
FULTON COUNTY GOVERNMENT**

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

_____ hereinafter called the PRINCIPAL, and _____

_____ hereinafter call the SURETY, a corporation chartered and existing under the laws of the State of _____ and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the Fulton County Government (COUNTY), in the penal sum of _____ Dollars and Cents (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the COUNTY, to which payment well and truly to be made we bind ourselves, our heirs, executors, and administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the COUNTY, for **#12ITB78823K-JD-Helene S. Mills Multipurpose Facility Roof Replacement**, a Bid;

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

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

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

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

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

(SIGNATURES ON NEXT PAGE)

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

ATTEST:

PRINCIPAL

BY _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

SECRETARY

(CORPORATE SEAL)

SURETY

BY _____

(SEAL)

END OF SECTION

PURCHASING FORMS & INSTRUCTIONS

This section contains the procurement forms that are required to be executed and submitted with the bid package. This section does not contain all forms required to be included with the bid package submittal.

To be deemed responsive to this ITB, Bidders must provide the information requested and complete in detail all Purchasing Forms. The appropriate individual(s) authorized to commit the Bidder to the Project must sign the Purchasing Forms. Bidders should reproduce each Purchasing Form, as required, and complete the appropriate portions of the forms provided in this section.

- Form A: Non-Collusion Affidavit of Prime Bidder/Offeror
- Form B: Certificate of Acceptance of Request for Bid/Proposal Requirements
- Form C: Professional License Certifications
 - Form C1 – Georgia Utility License Contractor License
 - Form C2 – Georgia General Contractors License
 - Form C3 – Georgia Professional License
- Form D: Certification Regarding Debarment
- Form E: Disclosure Form and Questionnaire
- Form F: Georgia Security and Immigration Contractor Affidavit and Agreement
- Form G: Georgia Security and Immigration Subcontractor Affidavit
- OSHA Certificate for Superintendent- 40 Hour Requirement
- Contractor Warranty Form-submit standard contractor warranty information
- Installer Warranty Form-submit installer warranty for two (2) years

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

FORM A: NON-COLLUSION AFFIDAVIT OF BIDDER/OFFEROR

STATE OF GEORGIA

COUNTY OF FULTON

I, _____ certify that pursuant to Fulton County Code Section 2-320 (11), this bid or proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences and civil damages awards. I agree to abide by all conditions of this bid or proposal and certify that I am authorized to sign this bid or proposal for the bidder.

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

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

(COMPANY NAME)

(PRESIDENT/VICE PRESIDENT)

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

(SECRETARY/ASSISTANT SECRETARY)

(Affix corporate seal here, if a corporation)

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

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

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

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

This is to certify that on this day, offeror acknowledges that he/she has read this solicitation document, pages #_____ to #_____ inclusive, including any addenda # to #_____ exhibit(s) #___ to #_____, attachment(s) #_____ to #_____, and/or appendices # to #,_____ in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned is authorized by the offeror to submit the proposal herein and to legally obligate the offeror thereto.

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

Company: _____

Signature: _____

Name: _____

Title: _____

Date: _____

(Corporate Seal)

FORM C1: CONTRACTOR'S GEORGIA UTILITY LICENSE CERTIFICATION

Contractor's Name: _____

Utility Contractor's Name: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE
CERTIFICATION**

Contractor's Name: _____

General Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: _____

Performing work as: Prime Contractor _____ Sub-Contractor _____

Professional License Type: _____

Professional License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF LICENSE)

FORM D: CERTIFICATION REGARDING DEBARMENT

- (1) The Offeror certifies that neither it or its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency. Any such exclusion may cause prohibition of your firm from participating in any procurement by the Fulton County Government.
- (2) If the Offeror is unable to certify to any of the statements in this certification, such Offeror or subcontractor shall attach an explanation to this bid or proposal.

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this certification, the Offeror is providing the certification set out below:

- (1) The certification in this clause is a material representation of fact upon which reliance will be placed. If it is later determined that the prospective vendor knowingly rendered a false certification, the Purchasing Agent may pursue all available remedies, including suspension and/or debarment, for withdrawal of award or termination of a contract.
- (2) The prospective Offeror shall provide immediate written notice to the Purchasing Agent if at anytime the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) Offeror shall be under a continuing duty to immediately inform the Purchasing Agent in writing of any changes, if as a result of such changes, the Offeror certification regarding debarment is affected.

DEBARMENT ORDINANCE

The following Section 2-322 of Fulton County Code of Laws establishes the procedure for the debarment of contractors.

(a) Authority to suspend.

After reasonable notice to the entity involved and reasonable opportunity for that entity to be heard, the Purchasing Agent, after consultation with user department, the County Manager and the County Attorney shall have the authority to suspend an entity for cause from consideration for award of county contracts. As used in this section, the term entity means any business entity, individual, firm, contractor, subcontractor or business corporation, partnership, limited liability corporation, firm, contractor, subcontractor or business structured; provided, further, that any such entity shall also be subject to suspension under this section if any of its constituents, members, subcontractors at any tier of such entity's and the entity, or any constituent or member, knew or should have known of the commission of the act. The suspension shall be for a period not to exceed three (3) years unless cause is based on a felony conviction for an offense related or associated with fraudulent contracting or misappropriation of funds wherein the suspension shall not exceed seven (7) years.

(b) Causes for Suspension. The causes for suspension include:

- (1) Conviction for commission of a criminal offense as an incident to obtain or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

- (2) Conviction of state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county contractor.
- (3) Conviction of state or federal anti-trust statutes arising out of the solicitation and submission of bids and proposals;
- (4) Violation of contract provisions, as set forth below, of a character which is regarded by the Purchasing Agent to be so serious as to justify suspension action:
 - a. Failure to perform in accordance with the specifications within a time limit provided in a county contract;
 - b. A recent record of failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts; provided, that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for suspension;
 - c. Material representation of the composition of the ownership or workforce or business entity certified to the county as a minority business enterprise; or
 - d. Falsification of any documents.
- (5) For violation of the ethical standards set forth in Fulton County Code Chapter 9, Code of Ethics.
- (6) Knowing misrepresentation to the county, of the use which a majority owned contractor intends to make a minority business enterprise (a business entity at least 51 percent of which is owned and controlled by minority persons, as defined in Fulton County Code Chapter 6, Article B, Minority Business Enterprise Affirmative Action Program and certified as such by the County) as a subcontractor or a joint venture partner, in performing work under contract with the County.

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

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Offeror) (Date)

(Signature of Authorized Representative) (Date)

(Title)

FORM E: DISCLOSURE FORM AND QUESTIONNAIRE

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

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

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

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:
 - (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;
Circle One: YES NO
 - (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
Circle One: YES NO
 - (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.
Circle One: YES NO
2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?
Circle One: YES NO
3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?
Circle One: YES NO
4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?
Circle One: YES NO
5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?
Circle One: YES NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction,

termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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

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

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

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

On this _____ day of _____, 20__

(Legal Name of Proponent) (Date)

(Signature of Authorized Representative) (Date)

(Title)

Sworn to and subscribed before me,

This _____ day of _____, 20__

(Notary Public) (Seal)

Commission Expires _____
(Date)

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

Instructions:

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM F: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A/ 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

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

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

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

STATE OF GEORGIA

COUNTY OF FULTON

FORM G: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with **[insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

EEV/Basic Pilot Program* User Identification Number

BY: Authorized Officer of Agent
(Insert Subcontract Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

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

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

OSHA Certificate for Superintendent – 40 Hour Requirement

Contractor's Name: _____

Expiration Date of Certificate: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Date: _____

(ATTACH COPY OF CERTIFICATE)

CONTRACT COMPLIANCE REQUIREMENTS

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

Implementation of Equal Employment Opportunity (EEO) Policy

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

Monitoring of EEO Policy

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

DETERMINATION OF GOOD FAITH EFFORTS

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

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

Include a list of publications where the advertisement was placed as well as a copy of the advertisement. Advertisement shall include at a minimum, scope of work, project location, location(s) of where plans and specifications may be viewed or obtained and trade or scopes of work for which subcontracts are being solicited.

EQUAL BUSINESS OPPORTUNITY PLAN (EBO PLAN)

In addition to the proposal submission requirements, each vendor **must** submit an Equal Business Opportunity Plan (EBO Plan) with their bid/proposal. The EBO Plan is designed to enhance the utilization of a particular racial, gender or ethnic group by a bidder/proposer, contractor, or vendor or by Fulton

County. The respondent **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with *this solicitation*.

The EBO Plan **must** identify and include:

1. Potential opportunities within the scope of work of *this solicitation* that will allow for participation of racial, gender or ethnic groups.
2. Efforts that will be made by the bidder/proposer to encourage and solicit minority and female business utilization in *this solicitation*.

Fulton County encourages joint ventures, teaming, partnering and mentor-protégé relationships with minority and female businesses in an effort to achieve contracting and procurement diversity.

Prompt Payment: The prime contractor **must** certify in writing and **must** document all subcontractors, sub-consultants and suppliers have been promptly paid for work and materials, (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event the prime contractor is unable to pay subcontractors, sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime contractor shall pay all subcontractors, sub-consultants or suppliers funds due from said progress payment within forty-eight (48) hours of receipt of payment from Fulton County. In no event shall a subcontractor, sub-consultant or supplier be paid later than fifteen (15) days as provided for by state law.

REQUIRED FORMS AND EBO PLAN

In order to be compliant with the intent and provisions of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance (99-0960), bidders/proposers **must** submit the following completed documents. Failure to provide this information **shall** result in the proposal being deemed non-responsive.

- Exhibit A – Promise of Non-Discrimination
- Exhibit B – Employment Report
- Exhibit C – Schedule of Intended Subcontractor Utilization
- Exhibit D – Letter of Intent to Perform as a Subcontractor or Provide Materials or Services
- Exhibit E – Declaration Regarding Subcontractors Practices
- Exhibit F – Joint Venture Disclosure Affidavit
- Equal Business Opportunity Plan (EBO Plan). This document is not a form rather a statement created by the bidder/proposer on its company letter head addressing the EBO Plan requirements.
- Exhibit H – First Source Jobs Program Information, Form 2

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

- Exhibit G – Prime Contractor’s Subcontractor Utilization Report
- Exhibit H – First Source Jobs Program Agreement, Form 3

All Contract Compliance documents (Exhibits A – H and EBO Plan) are to be placed in a **separate sealed envelope** clearly marked “Contract Compliance”. The EBO Plan must be submitted on company letterhead. These documents are considered part of and should be submitted with the Technical Proposal.

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (_____),
Name

Title Firm Name
Hereinafter "Company", in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

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EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder must be identified and submitted with this bid/proposal. In addition, if subcontractors will be utilized by the bidder/proposer to complete this project, then the demographic employment make-up of the subcontractor(s) must be identified and submitted with this bid.

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

FIRMS'S NAME
 ADDRESS
 TELEPHONE

This completed form is for (Check only one):
 Submitted by:

Bidder/Proposer

Subcontractor

Date Completed:

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EXHIBIT C - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

If the bidder/proposer intends to subcontract any portion of this scope of work/service(s), this form **must be completed and submitted with the bid/proposal**. All prime bidders/proposers **must** include Letter(s) of Intent (Exhibit D) in the bid document for all subcontractors who will be utilized under the scope of work/services.

Prime Bidder/Proposer: _____

ITB/RFP Number: _____

Project Name or Description of Work/Service(s): _____

1. My firm, as Prime Bidder/Proposer on this scope of work/service(s) is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly):

2. If the Prime Bidder/Proposer is a Joint Venture, please complete Exhibit F: Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement.

3. Sub-Contractors (including suppliers) to be utilized in the performance of this scope of work/service(s), if awarded, are:

SUBCONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____

CONTACT PERSON: _____

ETHNIC GROUP*: _____ COUNTY CERTIFIED** _____

WORK TO BE PERFORMED: _____

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

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

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

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

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

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

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

Total Dollar Value of Subcontractor Agreements: (\$)

Total Percentage Value: (%)

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CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of the County, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

Signature: _____ **Title:** _____

Firm or Corporate Name: _____

Address: _____

Telephone: () _____

Fax Number: () _____

Email Address: _____

EXHIBIT D

**LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR
OR
PROVIDE MATERIALS OR SERVICES**

This form **must** be completed by **ALL** known subcontractor and submitted with the bid/proposal. The Prime Contractor **must** submit Letters of Intent for **ALL** known subcontractors at time of bid submission.

To: _____
(Name of Prime Contractor Firm)

From: _____
(Name of Subcontractor Firm)

ITB/RFP Number: _____

Project Name: _____

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project (specify in detail particular work items, materials, or services to be performed or provided):

Description of Work	Project Commence Date	Project Completion Date	Estimated Dollar Amount

(Prime Bidder)

(Subcontractor)

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT E - DECLARATION REGARDING SUBCONTRACTING PRACTICES

If the bidder/proposer **does not intend to subcontract** any portion of the scope of work services(s), this form **must be** completed and submitted with the bid/proposal.

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

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

(Description of Work)

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

1. That the bidder/proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform **all elements** of the work on this project with his/her own current work forces;
2. If it should become necessary to subcontract some portion of the work at a later date, the bidder/proposer will comply with all requirements of the County's Non-Discrimination Ordinance in providing equal opportunities to all firms to subcontract the work. The determination to subcontract some portion of the work at a later date shall be made in good faith and the County reserves the right to require additional information to substantiate a decision made by the bidder/proposer to subcontract work following the award of the contract. Nothing contained in this provision shall be employed to circumvent the spirit and intent of the County's Non-Discrimination Ordinances;
3. The bidder will provide, upon request, information sufficient for the County to verify Item Number one.

AUTHORIZED COMPANY REPRESENTATIVE

Name: _____ Title: _____ Date: _____

Signature: _____

Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

EXHIBIT F - JOINT VENTURE DISCLOSURE AFFIDAVIT

ITB/RFP No. _____

Project Name _____

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

In order to evaluate the extent of small, minority and female business involvement being proposed by a Bidder/Proposer, certain relevant information must be provided prior to contract award. The information requested below is to clearly identify and explain the extent of small business participation in the proposed joint venture. All items must be properly addressed before the business entity can be evaluated.

1. Firms:

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

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

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

NAME OF JOINT VENTURE (If applicable): _____

ADDRESS: _____

PRINCIPAL OFFICE: _____

OFFICE PHONE: _____

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Note: Attach additional sheets as required

1. Describe the capital contributions by each joint venturer and accounting thereof.
2. Describe the financial controls of the joint venture, e.g., will a separate cost center be established? Which venturer will be responsible for keeping the books? How will the expense therefore be reimbursed? What is the authority of each joint venture to commit or obligate the order?
3. Describe any ownership, options for ownership, or loans between the joint ventures. Identify terms thereof.
4. Describe the estimated contract cash flow for each joint venturer.
5. To what extent and by whom will the on-site work be supervised?
6. To what extent and by whom will the administrative office be supervised?
7. Which joint venturer will be responsible for material purchases including the estimated cost thereof? How will the purchase be financed?
8. Which joint venturer will provide equipment? What is the estimated cost thereof? How will the equipment be financed?
9. Describe the experience and business qualifications of each joint venturer.
10. Submit a copy of all joint venture agreements and evidence of authority to do business in the State of Georgia as well as locally, to include all necessary business licenses.
11. Percent of Minority/Female Business Enterprises ownership by each joint venture in terms of profit and loss sharing: _____

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

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

14. Identification of control and participation in venture; list those individuals who are responsible for day-to-day management and policy decision-maker, including, but not limited to, those with prime responsibility for areas designated below; (use additional sheets if necessary)

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<u>Name</u>	<u>Race</u>	<u>Sex</u>	<u>Financial Decisions</u>	<u>Supervision Field Operation</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

In connection with any work that these firms, as a joint venture, might be authorized to perform in connection with above captioned contract, we each do hereby authorize representatives of the Fulton County Department of Contract Compliance, Departments of Purchasing and Contract Compliance, and Finance, under the direction of the County Manger's Office, to examine, from time to time, the books, records and files to the extent that such relate to this County project.

WE DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT WE ARE AUTHORIZED, ON BEHALF OF THE ABOVE FIRMS, TO MAKE THIS AFFIDAVIT AND GRANT THE ABOVE PRIVILEGE.

FOR _____
(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

(Company)

Date: _____

(Signature of Affiant)

(Printed Name)

State of _____:

County of _____:

On this _____ day of _____, 20____, before me, appeared _____, the undersigned officer, personally appeared _____ known to me to be the person described in the foregoing Affidavit and acknowledges that he (she) executed the same in the capacity therein stated and for the purpose therein contained.

#12ITB78823K-JD-Helene S. Mills Multipurpose Facility Roof Replacement

Should you have questions regarding any of the documents contained in Section 00430 please feel free to contact the Office of Contract Compliance at (404) 612-6300, for further assistance.

EXHIBIT H

FULTON COUNTY FIRST SOURCE JOBS PROGRAM

STATEMENT OF POLICY:

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

PURPOSE:

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

MONITORING POLICY:

Upon execution of a contract with Fulton County Government, the First Source Jobs Agreement (FSJ Form 2) will become a part of the contract between the bidder/proposer and Fulton County Government. The First Source Jobs Program will be monitored during routine site visits by the Office of Contract Compliance along with the Office of Workforce Development.

FORM 1

FULTON COUNTY

First Source Jobs Program Information

Company Name: _____

Project Number: _____

Project Name: _____

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

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

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

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

Company Representative: _____

Phone Number: _____

Email Address: _____

FORM 2

**FULTON COUNTY
First Source Jobs Program Agreement**

Awarded Contractor's Name: _____

Formal Contract Name: _____

RFP/ITB Number: _____

Contact Person: _____

Contact Phone: _____

The contractor listed above agrees to the following:

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

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

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

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

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

Contractor's Official Title: _____ Date: _____

Contractor's Name: _____

Contractor's Signature: _____

FORM 3

INSURANCE AND RISK MANAGEMENT PROVISIONS
Helene S. Mills Multipurpose Facility Roof Replacement

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

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

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

Accordingly the Respondent shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

To include U.S. Longshoremen and Harbor Worker Act

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

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

Personal and Advertising Injury	Limits	\$1,000,000
Fire Damage	Limits	\$100,000

**General Liability Policy to include the following:

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

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Combined Single Limits	Each Occurrence	\$1,000,000
-------------------------------	-----------------	-------------

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

Broadened Pollution Endorsement CA9948 and MCS 90

4. UMBRELLA LIABILITY	Per Occurrence/Aggregate	\$2,000,000/\$2,000,0000
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5. CONTRACTORS POLLUTION LIABILITY	Each Occurrence	\$1,000,000
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Or by endorsement to General Liability Policy for sudden and accidental

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

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

6. BUILDERS' RISK:

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

Such policy of insurance shall contain at least the following sub-limits of insurance and deductibles:

Sub-limits:		
Property in Transit		\$1,000,000
Property in Offsite Storage		\$1,000,000
Plans & Blueprints		\$25,000

Debris Removal	25% of Insured Physical Loss
Delay in Completion / Soft Cost	TBD
Ordinance of Law (Increased Cost of Construction)	\$1,000,000
Flood and Earthquake	TBD – Full Contract Value
Deductibles:	
Flood and Earthquake	\$25,000
Water Damage other than Flood	\$100,000
All other Perils	\$10,000

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

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

Certificates of Insurance

Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least sixty (60) days prior written notice to Fulton County Government. Policies and Certificates of Insurance are to list Fulton County Government as an Additional Insured (except for Workers’ Compensation) and shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in the Insurance and Risk Management Provisions. The General Liability Additional Insured language should apply to on-going and completed-operations, using ISO form CG 2010 (11/85 version) or equivalent.

If Fulton County Government shall so request, the Respondent, Contractor or Vendor will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

The Contractor agrees to name the Owner and all other parties required of the Contractor/Vendor shall be included as insureds on the CGL, using ISO Additional Insured Endorsement forms CG 2010 11/85 or its equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Subcontractor. It shall apply as Primary Insurance before any other insurance or self-insurance, including any deductible, non-contributory, and Waiver of Subrogation provided to the Additional Insureds.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Important:

It is understood that **Insurance in no way Limits the Liability of the Contractor/Vendor.**

USE OF PREMISES

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials.

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the fullest extent of the Law, Contractor/Vendor hereby agrees to release, indemnify, defend and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents, from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any costs of judgments, settlements, court costs, attorney's fees or expenses, regardless of the outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by Contractor/Vendor, its directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection (directly or indirectly) with its acceptance, or the performance, or nonperformance, of its obligations under these agreements. Such obligations shall not be construed to negate, abridge or otherwise reduce any other rights or obligations of indemnity which would otherwise exist as to any party or person as set forth in this paragraph.

Contractor/Vendor's obligation to protect, defend, indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Contractor/Vendor further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of

injuries sustained by any employees of Contractor/Vendor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

If the bid/quotation involves construction services Contractor/Vendor will be responsible fully for any and all damage to the work during the course of construction, until the point of Final acceptance by Fulton County.

FULTON COUNTY ACKNOWLEDGES THAT ALL PROVISIONS OF THIS INDEMNITY AGREEMENT MAY NOT BE APPLICABLE TO THE CONTRACTORS/VENDOR'S BUSINESS. TO THE EXTENT THAT CONTRACTORS/VENDOR MAY DEMONSTRATE SUCH NONAPPLICABILITY, FULTON COUNTY MAY NEGOTIATE AMENDMENTS TO THIS AGREEMENT AS THE CIRCUMSTANCES DICTATE.

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: _____ SIGNATURE: _____

NAME: _____ TITLE: _____

DATE: _____

OWNER - CONTRACTOR AGREEMENT

HELENE S. MILLS MULTIPURPOSE FACILITY ROOF REPLACEMENT

Contractor: _____ Project No. _____

Address: _____ Telephone: _____

Contact: _____ Facsimile: _____

THIS AGREEMENT is effective as of the _____ day of _____, 20____, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction agreement, consisting of the following Contract Documents:

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

WITNESSETH: That the said Contractor has agreed, and by these presents does agree with the said County, for and in consideration of a Contract Price of **[INSERT CONTRACT AMOUNT IN WORDS]**, (\$**[INSERT CONTRACT AMOUNT IN NUMBERS]**) and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and substantial, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Agreement, shall all form essential parts of this Contract. The Work covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

Project Number: **[INSERT PROJECT #]**

Helene S. Mills Multipurpose Facility Roof Replacement

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed ("NTP") from the County, and shall complete the work within **[INSERT CONTRACT DURATION]** calendar days from the Notice to Proceed or the date work begins, whichever comes first. The Contractor shall remain responsible for performing, in accordance with the terms of the contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

[Insert if applicable For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County's convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor. **[See General Conditions for similar provisions]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full

force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

[SIGNATURES NEXT PAGE]

SAMPLE

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR:

FULTON COUNTY, GEORGIA

[Insert Contractor COMPANY NAME]

John H. Eaves, Commission Chair
Board of Commissioners

[Insert Name & Title of person authorized to sign contract]

ATTEST:

ATTEST:

Mark Massey
Clerk to the Commission (Seal)

Secretary/
Assistant Secretary

(Affix Corporate Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[Insert Department Head Name]
[Insert Department Head Title]

END OF SECTION

DRAFT

PERFORMANCE BOND

No contract with Fulton County for work to be done shall be valid for any purpose unless the Contractor provides a Performance Bond with good and sufficient surety payable to, in favor of, and for the protection of Fulton County. The Performance Bond shall be in the amount of 100% of the total contract amount, payable by the terms of the Contract, and shall be written on the following form.

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

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

PERFORMANCE BOND

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

WHEREAS, the Principal has entered, or is about to enter, into a certain written contract with the Owner, dated _____, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services of a project known as **Helene S. Mills Multipurpose Facility Roof Replacement**, as more particularly described in the Contract (hereinafter called the "Project");

NOW, THEREFORE, the conditions of this obligation are as follows, that if the Principal shall fully and completely perform all the undertakings, covenants, terms, conditions, warranties, and guarantees contained in the Contract, including all modifications, amendments, changes, deletions, additions, and alterations thereto that may hereafter be made, then this obligation shall be void; otherwise it shall remain in full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or

incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

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

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION

PAYMENT BOND

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

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

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

PAYMENT BOND

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

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

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

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the

construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.

6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, _____.

_____(SEAL)
(Principal)

By: _____

Attest:

Secretary

_____(SEAL)
(Surety)

By: _____

Attest:

Secretary

(Address of Surety's Home Office)

(Resident Agent of Surety)

END OF SECTION

GENERAL CONDITIONS

GENERAL CONDITIONS:

00700-1 FAMILIARITY WITH SITE

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

00700-2 CONTRACT DOCUMENTS

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

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

00700-3 DEFINITIONS

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Policy and Procedures 800-6 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

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

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

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

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

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

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

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

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

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

Director - Director of the Department of Public Works of Fulton County, Georgia or the designee thereof.

Final Completion shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products shall mean materials or equipment permanently incorporated into the work.

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

Project Manual - The Contract Documents.

Provide shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

00700-4 CODES

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

00700-5 REVIEW OF CONTRACT DOCUMENTS

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which

the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

00700-6 STRICT COMPLIANCE

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

00700-7 APPLICABLE LAW

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

00700-8 PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

00700-9 TAXES

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

00700-10 DELINQUENT CONTRACTORS

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, backcharge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

00700-11 LIEN WAIVERS

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

00700-12 MEASUREMENT

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

00700-13 ASSIGNMENT

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

00700-14 FOREIGN CONTRACTORS

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

00700-15 INDEMNIFICATION [there are two indemnification clauses, the other is in the Contract Cover Sheet]

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's agents, servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager and the Program Manager, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager or Program

Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County, the Construction Manager and the Program Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager or the Program Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager and the Program Manager from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS

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

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

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

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

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

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

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

performance of the contract by reason of any dispute as to damages with any other contractor or third party.

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

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

00700-17 ADMINISTRATION OF CONTRACT

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

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

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized

representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

00700-20 DISCIPLINE ON WORK SITE

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the

Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

00700-21 HOURS OF OPERATION

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

00700-22 FAMILIARITY WITH WORK CONDITIONS

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

00700-23 RIGHT OF ENTRY

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

00700-24 NOTICES

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

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

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

00700-25 SAFETY

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the

performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.

2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

00700-26 BLASTING AND EXCAVATION

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

00700-27 HIGH VOLTAGE LINES

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

00700-28 SCAFFOLDING AND STAGING

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

00700-29 CLEAN-UP

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

00700-30 PROTECTION OF WORK

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this

agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

00700-31 REJECTED WORK

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

00700-32 DEFECTIVE WORK

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

00700-33 WARRANTY OF NEW MATERIALS

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

00700-34 CONTRACTOR'S WARRANTY OF THE WORK

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

00700-36 WARRANTIES IMPLIED BY LAW

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

00700-37 STOP WORK ORDERS

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

00700-38 TERMINATION FOR CAUSE

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or material men, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds the cost of completing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the County on demand. This obligation for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

00700-39 TERMINATION FOR CONVENIENCE

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the terminations shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated due to the default of the Contractor, and if it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a termination for convenience pursuant to this paragraph.

00700-40 TERMINATION FOR CONVENIENCE - PAYMENT

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be

done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

00700-42 COST TO CURE

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

00700-43 ATTORNEY'S FEES

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically

acquired by the Contractor for the performance of such portion of the work as has been terminated:

- a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a part of or acquired in connection with the performance of the work terminated by the notice of termination; and
 - b. The completed or partially completed plans, drawings, information, and other property to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
 8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and
 9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

00700-45 RECORDS

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

00700-46 DEDUCTIONS

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined

By the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

00700-47 REIMBURSEMENT OF THE COUNTY

In the event of termination, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County.

If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

00700-49 COMMENCEMENT AND DURATION OF WORK

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

00700-50 TIME OF THE ESSENCE

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

00700-51 IMPACT DAMAGES

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

00700-52 DELAY

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

00700-53 INCLEMENT WEATHER

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

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

00700-54 DELAY - NOTICE AND CLAIM

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

00700-55 STATEMENT OF CLAIM - CONTENTS

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

00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

00700-57 DILIGENCE

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the

work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

00700-58 SET-OFFS

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

00700-59 REMEDIES CUMULATIVE

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

00700-60 TITLE TO MATERIALS

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

00700-61 INSPECTION OF MATERIALS

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

00700-63 MATERIALS INCORPORATED IN WORK

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

00700-64 STORAGE OF MATERIALS

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

00700-65 PAYROLL REPORTS

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

00700-66 CONTRACTORS' REPRESENTATIVE

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

00700-67 SPECIALTY SUB-CONTRACTORS

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

00700-68 INSPECTION BY THE CONSTRUCTION MANAGER

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

00700-70 SCHEDULING OF THE WORK

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.**00700-71 PROGRESS ESTIMATES**

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

00700-72 PROGRESS PAYMENTS

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

00700-73 TIME OF PAYMENT

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

00700-74 RETAINAGE

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

00700-75 PAYMENT OF SUBCONTRACTORS

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

00700-78 PAYMENTS IN TRUST

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

00700-79 JOINT PAYMENTS

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

00700-80 RIGHT TO WITHHOLD PAYMENT

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION

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

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

00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

00700-83 COMMENCEMENT OF WARRANTIES

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

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

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

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

00700-85 DOCUMENTATION OF COMPLETION OF WORK

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

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

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that

the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

00700-86 GOVERNING LAW

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

00700-87 CHANGES IN THE WORK

A. CHANGE ORDERS

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Procedure 800-6. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
 - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
 - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.

- a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
 - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
5. In Subparagraphs 3 and 4 above, the items included in "Cost" and "Overhead" shall be based on the following schedule:
- a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
 - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
 - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
- a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
 - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.

- c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
 - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
 - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
 7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
 8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.
- B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS
1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made within twenty (20) days after the first observance of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days notice and Subparagraph C.1. below.
 2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
 3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
 4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
 5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

C. REQUESTS FOR ADDITIONAL COST

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

D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

E. BONDS

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

00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE

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

00700-89 NO WAIVER OF REMEDIES

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

00700-90 LAND AND RIGHTS-OF-WAY

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

00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT. If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area. The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling. Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

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END OF SECTION

SPECIAL CONDITIONS

SAFETY POLICY STATEMENT

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

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

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

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

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

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

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

CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS

1.0 NOT USED

2.0 REFERENCES

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

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

3.0 RESPONSIBILITY

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local).

Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

4.0 PROCEDURE

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

- 4.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

5.0 DRUG AND ALCOHOL POLICY

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

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

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

6.0 OTHER CONTROLLED ITEMS

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

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

7.0 EMERGENCY PROCEDURES/GUIDELINES

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

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

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

1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
2. An incident command structure defining duties and responsibilities
3. A system to train supervisors and employees on this emergency plan

4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative immediately after the incident.
7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING

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

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

9.0 JOB SAFETY ANALYSIS

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

10.0 SAFETY AND HEALTH COMPLIANCE AUDITING

10.1 Self Auditing Requirements

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

10.2 NOT USED

10.3 INSPECTIONS BY REGULATORY AGENCIES

- 10.3.1 The Contractor must notify the Fulton County designated Representative whenever an 051-IA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.
- 10.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative.
- 10.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

- 10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.
- 10.4.2 After this review the findings may identify areas needing improvement.
- 10.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior management.
- 10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and

the overall performance may be reviewed by Fulton County's designated Representative A written action plan to address the Contractor's performance issues may be developed.

- 10.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.
- 10.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

11.0 SAFETY MEETINGS

- 11.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub-Contractor employees on the site.
- 11.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.
- 11.3 The Contractor will maintain a job site file that contains copies of the safety meeting records.

12.0 TRAINING, INSPECTION AND CERTIFICATION

12.1 Employee Training

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

12.2 Equipment Certification and Inspection

- 12.2.1 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.
- 12.2.2 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing

- per governmental regulations and the requirements of this policy.
- 12.2.3 The Contractor must maintain a job site file for these required inspections and certifications.
- 12.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.
- 12.2.5 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

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

13.1 Return to Work Policy*

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

13.2 Fire Prevention Program*

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

13.3 Hazard Communication (HAZCOM)*

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

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

13.4 Personal Protective Equipment (PPE)*

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

- Hard Hats shall be worn at all times on all projects

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

13.5 Confined Space Entry

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

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

13.6 Excavations

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

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

13.7 Electrical Tools, Equipment, and Systems*

- * The Contractor and each Sub-Contractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- All electrical work must be performed in accordance with the National

Electrical Code (NEC) and OSHA,

- All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

13.8 Lockout/Tagout Procedure

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

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

13.9 Fall Protection*

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

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

13.10 Scaffolding

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926,451 and ANSI A10.8, Some program elements include but are no limited to

- * User training for all employees who may use scaffolds
- Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding.
- * Daily inspection by competent person. Must implement daily tag system to document inspection.
- Must have engineering approval for scaffolds above 100 feet in height.

- Must be able to document competent person credentials,
- Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

13.11 Cranes and Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- * The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by 051-IA and ANSI/ASME standards have been conducted.
- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stops the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

13.12 Use of Personnel Baskets

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

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

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

13.14 Ladders*

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

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

13.15 Tools And Equipment

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

13.16 Compressed Gas Cylinders *

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

13.17 Welding, Burning, and Cutting *

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

13.18 Sanitation and Housekeeping *

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

13.19 Hearing Conservation *

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

protectors, and employee training.

13.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

14. 0 SPECIALIZED SAFETY PROGRAM ELEMENTS

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

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

15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS

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

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

16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC

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

to protect the general public:

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

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

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

17.0 SPECIAL CONDITIONS FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) PROJECTS

The special conditions set forth in this section shall be incorporated in and deemed part of the Bid and the Contract, as indicated.

17.1 ACKNOWLEDGEMENT OF FEDERAL FUNDING

The Contractor agrees that any publication (written, visual or sound) but excluding press releases, newsletters and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Agreement, shall contain the following acknowledgement:

“Acknowledgement: This project is funded in whole or in part by funds made available through the American Recovery and Reinvestment Act (ARRA).”

Fulton County Government (“County”), as a recipient of American Recovery and Reinvestment Act (“Act”) funds, is legally obligated to meet accountability and reporting requirements under the Act. The County or the federal funding source may also identify additional requirements or other changes in requirements. Such requirements may be in statute, regulation, policy or procedure.

17.2 REPORTING

All sub-recipients and their partners, contractors and/or vendors are responsible for reporting pursuant to Section 1512 of the American Recovery and Reinvestment Act of 2009. The County, as a prime recipient of Recovery Act funds, must comply with the Recovery Act’s extensive reporting requirements, including quarterly financial and programmatic reporting. The County will require quarterly reports from its sub-recipients in order to fulfill its obligation. The sub-recipient receiving Recovery Act funds may expect that a standard form(s) and/or reporting mechanism will be available to streamline the process. The sub-recipient agrees to provide the County all reports, documentation, or other information, as may be required to meet reporting obligations under the Recovery Act. The sub-recipient’s receipt of funds is contingent on meeting the Section 1512 reporting requirements.

Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, sub-recipients receiving Recovery Act funds should be aware of the current Recovery Act section 1512(c) requirements.

Sub-recipient Reports: Not later than five days after the end of each calendar quarter (January 5, April 5, July 5, and October 5, etc., throughout the contract period), each sub-recipient that received recovery funds from a Federal agency shall submit a report to the County via email that contains:

- Financial data
- Sub-recipient (and if applicable, vendor) FTEs: jobs created or retained reported as single number; jobs directly funded by Recovery Act.
- Project activity milestones (based on sub-recipient scope of work)

17.3 SITE VISITS

The County and the Federal agency's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems to provide technical assistance, if required. Grantee must provide, and must require its sub-awardee to provide reasonable access to facilities, office space, resources, and safety and convenience of the government representatives in the performance of their duties.

All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

17.4 LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

United States Laws, Regulations and Circulars (Federal)

A. American Recovery and Reinvestment Act (ARRA) of 2009

B. Audits:

Office of Management and Budget (OMB) Revised Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

Labor and Safety Standards:

Drug-Free Workplace Act of 1988, 41 USC 701 et seq.

Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.

Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5

C. Laws against Discrimination which includes but are limited to:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin;

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;

Age Discrimination Act of 1975, as amended (42 U.S.C.6101-07), which prohibits discrimination on the basis of age;

Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, **relating** to nondiscrimination on the basis of drug abuse;

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L.91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

§§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;

Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and

The requirements of any other nondiscrimination statute(s) which may apply to the application.

D. Other:

Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds;

Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements;

Any other requirements required in the Assurance attached as Exhibit 3; and

Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Special Condition 1 – Buy American Preferences

The following provisions shall be incorporated in and deemed part of the RFP:

- (a) The American Recovery and Reinvestment Act (ARRA) of 2009, states that no funds appropriated for a project for public infrastructure or public works, as defined in the Buy American Act, unless all of the iron, steel, and manufactured goods used in the project is produced in the United States. The following terms apply:
1. Steel and manufactured products. As used in this clause, steel and manufactured products include (i) steel produced in the United States or (ii) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs 1.2. (i) or (ii) shall be treated as domestic.
 2. Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
 3. Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.
- (b) The successful bidder will be required to assure that only domestic steel and manufactured products will be used by the CONTRACTOR, subcontractors, materialmen and suppliers in the performance of this contract. The Federal agency involved may waive these requirements in the following instances:
1. That the domestic materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
 2. That the Federal agency has determined, that domestic preference would be inconsistent with the public interest; or
 3. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

Special Provisions 2 – Civil Rights Act of 1964, Title VI (49 CFR Part 21)

The following provisions shall be incorporated in and deemed part of the Contract:

During the performance of this contract, the CONTRACTOR, for itself, its assignees and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees as follows:

- 1. Compliance with Regulations.** The CONTRACTOR shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 2. Nondiscrimination.** The CONTRACTOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Reports.** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance.** In the event of the CONTRACTOR's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONTRACTOR under the contract until the CONTRACTOR complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The CONTRACTOR shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Special Condition 3 – Lobbying and Influencing Federal Employees (49 CFR Part 20)

The following provisions shall be incorporated in and deemed part of the Contract:

- (1) No Federal appropriated funds shall be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

Special Condition 4 – Davis Bacon Requirements (29 CFR Part 5)

The following provisions shall be incorporated in and deemed part of the Contract:

1. Minimum Wages

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to David-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records

- (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii) (A) The CONTRACTOR shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph 5.5(a)(3)(i) above. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The

prime CONTRACTOR is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under paragraph (3)(i) above and that such information is correct and complete;
- (2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the CONTRACTOR or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

- (iii) The CONTRACTOR or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.

Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance With Copeland Act Requirements.

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a CONTRACTOR and a subcontractor as provided in 29 CFR 5.12.

8. Compliance With Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

- (i) By entering into this contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Special Condition 5 – Equal Employment Opportunity

The following provisions shall be incorporated in and deemed part of the Contract:

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however,* that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Special Condition 6 – Standard Federal Equal Employment Opportunity Construction Contract Specifications (41 CFR Part 60.4.3)

The following provisions shall be incorporated in and deemed part of both the RFP and the Contract:

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the CONTRACTOR, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTORS shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO

clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTORS or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The CONTRACTOR shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction CONTRACTORS performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The CONTRACTOR is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement to refer either minorities or women shall excuse the CONTRACTOR's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the CONTRACTOR during the training period and the CONTRACTOR shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the CONTRACTOR's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the CONTRACTOR's employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the CONTRACTOR or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore along with whatever additional actions the CONTRACTOR may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or female sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the CONTRACTOR's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the CONTRACTOR's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR's EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the CONTRACTOR's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction CONTRACTORS and suppliers, including circulation of solicitations to minority and female CONTRACTOR associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the CONTRACTOR's EEO policies and affirmative action obligations.

8. CONTRACTORS are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a CONTRACTOR association, joint CONTRACTOR union, CONTRACTOR community, or other similar groups of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the CONTRACTOR's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR's and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR has achieved its goals for women generally,) the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The CONTRACTOR shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The CONTRACTOR shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit

reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Special Condition 7 – Termination of Contract (49 CFR Part 18.36)

The following provisions shall be incorporated in and deemed part of the Contract:

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the CONTRACTOR's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any

Special Condition 8 – Contract Workhours and Safety Standards Act Requirements (29 CFR Part 5)

The following provisions shall be incorporated in and deemed part of the Contract:

1. Overtime Requirements.

No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

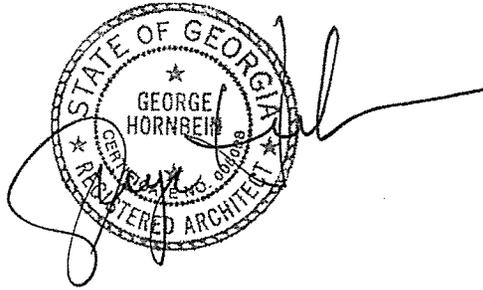
3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

DIVISION WORK REQUIREMENTS



**Helene
S.
Mills**

**Re-Roofing
Project Specifications**

SUMMARY OF WORK

SECTION 01010

PART 1- GENERAL

1.1 LOCATION OF WORK

- A. The work of this contract is located at 515 John Wesley Dobbs Ave. NE
Atlanta Georgia, 30312

1.2 DESCRIPTION

- A. Definition: The Work is defined in General Conditions Section 00030
- B. Summary: Major areas of the Work consist of, but are not limited to, the following:
 - 1. Exterior:
 - a. Removal and replacing of roofing material and associated architectural metal and flashing.

1.2 PRODUCTS (Not Required)

1.3 EXECUTION (Not required)

END OF SECTION 01010

PROJECT MEETINGS**SECTION 01312****1.1 GENERAL****A. SUMMARY**

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

B. CONTRACTOR'S DUTIES

Scheduling and notification:

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

C. PRE-CONSTRUCTION CONFERENCE

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

- e. Process and distribute field decisions, change orders and other Contract Documents
- f. Process required submittals, including shop drawings, samples and product data, and review Contractor's submittal schedules.
- g. Establish procedures for maintaining required Record Document and Maintenance Manuals.
- h. Discuss use of site, including temporary offices, storage areas, erosion control and site use limitations and restrictions.
- i. Discuss material and equipment deliveries, storage, protection and priorities
- j. Discuss security procedures and methods.
- k. Discuss housekeeping procedures and methods.
- l. Discuss special project requirements and conditions.

D. PROGRESS AND COORDINATION MEETINGS:

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

E. PRODUCTS (NOT USED)

F. EXECUTION (NOT USED)

END OF SECTION 01312

SCHEDULE OF VALUES**SECTION 01320**

1.1 GENERAL

A. Description of Work

This specification covers the preparation, content and submittal of the schedule of values. The Schedule of Values is an itemized list that establishes the value or cost of each part of the Work. It shall be used as the basis for preparing progress payments.

B. Preparation

1. Schedule shall show breakdown of labor, materials equipment and other costs as directed by the Owner.
2. Costs shall be in sufficient detail to indicate separate amounts for each major subsection of the Work. The Contractor may include an item for bond, insurance, temporally facilities and job mobilization.
3. Schedule of Values shall be prepared on 8-1/2-inch by 11-inch white paper.
4. Use the major subsections of the Detailed Scope of Work as the basis for Schedule format. List sub-items of major products or systems as appropriate or when requested by the Owner.
5. When requested by the Owner, support values with data that will substantiate their correctness.
6. The sum of the individual values shown on the Schedule of Values must equal the total Job Order Price.
7. Schedule shall show the purchase and delivery costs for materials and equipment that the Contractor anticipates he shall request payment for prior to their installation.

- C. Submittal: Submit two copies of Schedule, or any other number of copies as directed by the Owner, to the Owner for approval at least 20 days prior to submitting first application for a progress payment.

After review by the Owner, revise and resubmit Schedule as required until it is approved.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01320

REFERENCES**SECTION 01320a**

1.1 GENERAL

A. Definitions

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

B. Industry Standards

1. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
2. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

3. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - a. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

C. Abbreviations And Acronyms

1. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA Aluminum Association, Inc. (The) (703) 358-2960

www.aluminum.org

AAADM American Association of Automatic Door Manufacturers (216) 2417333

www.aaadm.com

AABC Associated Air Balance Council (202) 73 7-02

AAMA American Architectural Manufacturers Association (847) 303-5664

www.aamanet.org

AASHTO American Association of State Highway and Transportation Officials
(202) 624-5800

www.transportation.org

AATCC American Association of Textile Chemists and Colorists (The) (919) 549-8141

www.aatcc.org

ABAA Air Barrier Association of America (866) 956-5888

www.airbarrier.org

ABMA American Bearing Manufacturers Association (202) 367-1 155

www.abma-dc.org

ACT AC! International (248) 848-3700

(American Concrete Institute)

www.aci-int.org

ACPA American Concrete Pipe Association (972) 506-7216

www.concrete-pipe.org

AEIC Association of Edison Illuminating Companies, Inc. (The) (205) 2572530

www.aeic.org

AF&PA American Forest & Paper Association (800) 878-8878

www.afandpa.org (202) 463-2700

AGA American Gas Association (202) 824-7000

www.aga.org

AGC Associated General Contractors of America (The) (703) 548-3118

www.agc.org

AHA American Hardboard Association

(Now part of CPA)

AHAM Association of Home Appliance Manufacturers (202) 872-5955
www.aharn.org

AI Asphalt Institute (859) 288-4960
www.asphaltinstitute.org

AIA American Institute of Architects (The) (800) 242-3837
www.aia.org (202) 626-7300

AISC American Institute of Steel Construction (800) 644-2400
www.aisc.org (312) 670-2400

AISI American Iron and Steel Institute (202) 452-7100
www.steel.org

AJTC American Institute of Timber Construction (303) 792-9559
www.aite-glulam.org

ALCA Associated Landscape Contractors of America
(Now PLANET - Professional Landcare Network)

ALSC American Lumber Standard Committee, Incorporated (301) 972-1700
www.alsc.org

AMCA Air Movement and Control Association International, Inc. (847) 3940150
www.amca.org

ANSI American National Standards Institute (202) 293-8020
www.ansi.org

AOSA Association of Official Seed Analysts, Inc. (405) 780-7372
www.aosaseed.com

APA Architectural Precast Association (239) 454-6989
www.archprecast.org

APA APA - The Engineered Wood Association (253) 565-6600
www.apawood.org

APA EWS APA - The Engineered Wood Association; Engineered Wood Systems
(See APA - The Engineered Wood Association)

API American Petroleum Institute (202) 682-8000
www.api.org

ART Air-Conditioning & Refrigeration Institute (703) 524-8800
www.ari.org

ARMA Asphalt Roofing Manufacturers Association (202) 207-0917
www.asphaltroofing.org

ASCE American Society of Civil Engineers (800) 548-2723
www.asce.org (703) 295-6300

ASCE/SEI American Society of Civil Engineers/Structural Engineering Institute
(See ASCE)

ASHRAE American Society of Heating, Refrigerating and Air-Conditioning Engineers
(800) 527-4723
www.ashrae.org (404) 636-8400

ASME ASME International (800) 843-2763
(The American Society of Mechanical Engineers International) (973) 882-1170
www.asme.org

ASSE American Society of Sanitary Engineering (440) 835-3040
www.asse-plumbing.org

ASTM ASTM International (610) 832-9585
EJMA Expaiision Joint Manufacturers Association, Inc. (914) 332-0040
www.ejma.org
ESD ESD Association (315) 339-6937
www.esda.org
FIBA Federation International de Basketball 41 22 545 00 00
(The International Basketball Federation)
www.fiba.com
FIVB Federation Internationale de Volleyball 41 21 345 35 35 (The International
Volleyball Federation)
www.fivb.ch
FM Approvals FM Approvals (781) 762-4300
www.fmgglobal.com
FM Global FM Global (401) 275-3000
(Formerly: FMG - FM Global)
www.frnglobal.com
FMRC Factory Mutual Research
(Now FM Global)
FRSA Florida Roofing, Sheet Metal & Air Conditioning Contractors Association, Inc.
(407) 671-3772
www.floridarroof.com
FSA Fluid Sealing Association (610) 971-4850
www.fluidsealing.com
FSC Forest Stewardship Council 49 228 367 66 0
www.fsc.org
GA Gypsum Association (202) 289-5440
www.gypsum.org
GANA Glass Association of North America (785) 271-0208
www.glasswebsite.com
GRI (Now GSI)
GS Green Seal (202) 872-6400
www.greenseal.org
GSI Geosynthetic Institute (610) 522-8440
www.geosynthetic-institute.org
HI Hydraulic Institute (888) 786-7744
www.pumps.org (973) 267-9700
HI Hydronics Institute (908) 464-8200
www.gamanet.org
HMMA Hollow Metal Manufacturers Association
(Part of NAAMM)
HPVA Hardwood Plywood & Veneer Association (703) 435-2900
www.hpva.org
HPW H. P. White Laboratory, Inc. (410) 838-6550
www.hpwhite.com
IAS International Approval Services
(Now CSA International)
IBF International Badminton Federation (6-03) 9283-7155
www.internationalbadminton.org
ICEA Insulated Cable Engineers Association, Inc. (770) 830-0369

www.icea.net
ICRI International Concrete Repair Institute, Inc. (847) 827-0830
www.icri.org
IEC International Electrotechnical Commission 41 22 919 02 11
www.iec.ch
IEEE Institute of Electrical and Electronics Engineers, Inc. (The) (212) 419-7900
www.ieee.org
IESNA Illuminating Engineering Society of North America (212) 248-5000
www.iesna.org
JEST Institute of Environmental Sciences and Technology (847) 255-1561
www.iest.org
IGCC Insulating Glass Certification Council (315) 646-2234
www.igcc.org
IGMA Insulating Glass Manufacturers Alliance (613) 233-1510
www.igniaonline.org
ILI Indiana Limestone Institute of America, Inc. (812) 275-4426
www.iliai.com
ISO International Organization for Standardization 41 22 749 0111
www.iso.ch
Available from ANSI (202) 293-8020
www.ansi.org
ISSFA International Solid Surface Fabricators Association (877) 464-7732
www.issfa.net (702) 567-8150
ITS Intertek Testing Service NA (972) 238-5591
www.intertek.com
ITU International Telecommunication Union
www.itu.int/home
KCMA Kitchen Cabinet Manufacturers Association (703) 264-1690
www.kcma.org
LMA Laminating Materials Association
(Now part of CPA)
LPI Lightning Protection Institute (800) 488-6864
www.lightning.org
MBMA Metal Building Manufacturers Association (216) 241-7333
www.rnbma.com
MFMA Maple Flooring Manufacturers Association, Inc. (847) 480-9138
www.maplefloor.org
MFMA Metal Framing Manufacturers Association, Inc. (3 12) 644-6610
www.rnetalframingnifg.org
MH Material Handling
(Now MHIA)
MHIA Material Handling Industry of America (800) 345-1 815
www.mhia.org (704) 676-1190
MIA Marble Institute of America (440) 250-9222
www.marble-institute.com
MPI Master Painters Institute (888) 674-8937
www.paintinfo.com
MSS Manufacturers Standardization Society of The Valve and Fittings Industry Inc.

(703) 281-6613
www.mss-hq.com
NAAMM National Association of Architectural Metal Manufacturers (312) 332-0405
www.naamrn.org
NACE NACE International (800) 797-6623
(National Association of Corrosion Engineers International) (281) 228-6200
www.nace.org
NADCA National Air Duct Cleaners Association (202) 737-2926
www.nadca.com
NAGWS National Association for Girls and Women in Sport (800) 213-7193, ext. 453
www.aahperd.org/nagwsl
NAIMA North American Insulation Manufacturers Association (703) 684-0084
www.nainia.org
NBGQA National Building Granite Quarries Association, Inc. (800) 557-2848
www.nbgqa.com
NCAA National Collegiate Athletic Association (The) (3 17) 917-6222
www.ncaa.org
NCMA National Concrete Masonry Association (703) 713-1900
www.ncma.org
NCPI National Clay Pipe Institute (262) 248-9094
www.ncpi.org
NCTA National Cable & Telecommunications Association (202) 775-3550
www.ncta.com
NEBB National Environmental Balancing Bureau (301) 977-3698
www.nebb.org
NECA National Electrical Contractors Association (301) 657-3110
www.necanet.org
NeLMA Northeastern Lumber Manufacturers' Association (207) 829-6901
www.nelma.org
NEMA National Electrical Manufacturers Association (703) 841-3200
www.nema.org
NETA InterNational Electrical Testing Association (888) 300-6382
www.netaworld.org (303) 697-8441
NFHS National Federation of State High School Associations (317) 972-6900
www.nths.org
NFPA NFPA (800) 344-3555
(National Fire Protection Association) (617) 770-3000
www.nfpa.org
NFRC National Fenestration Rating Council (301) 589-1776
www.nfrc.org
NGA National Glass Association (866) 342-5642
www.glass.org (703) 442-4890
NHLA National Hardwood Lumber Association (800) 933-0318
www.natlhardwood.org (901) 377-1 818
NLGA National Lumber Grades Authority (604) 524-2393
www.nlga.org

NOFMA NOFMA: The Wood Flooring Manufacturers Association (901) 5265016
(Formerly: National Oak Flooring Manufacturers Association)
www.nofma.com

NRCA National Roofing Contractors Association (800) 323-9545
www.nrca.net (847) 299-9070

NRMCA National Ready Mixed Concrete Association (888) 846-7622
www.nrmca.org (301) 587-1400

NSF NSF International (800) 673-6275
(National Sanitation Foundation International) (734) 769-8010
www.nsf.org

NSSGA National Stone, Sand & Gravel Association (800) 342-1415
www.nssga.org (703) 525-8788

NTMA National Terrazzo & Mosaic Association, Inc. (The) (800) 323-9736
www.ntma.com (540) 751-0930

NTRMA National Tile Roofing Manufacturers Association (Now TRI)

NWWDA National Wood Window and Door Association
(Now WDMA)

OPL Omega Point Laboratories, Inc.
(Now ITS)

PCI Precast/Prestressed Concrete Institute (312) 786-0300
www.pci.org

PDCA Painting & Decorating Contractors of America (800) 332-7322
www.pdca.com (314) 514-7322

PDJ Plumbing & Drainage Institute (800) 589-8956
www.pdionline.org (978) 557-0720

PGJ PVC Geomembrane Institute (217) 333-3929
<http://pgi-tp.ce.uiuc.edu>

PLANET Professional Landcare Network (800) 395-2522
(Formerly: ACLA - Associated Landscape Contractors of America)
(703) 736-9666
www.landcarenetwork.org

PTI Post-Tensioning Institute (602) 870-7540
www.post-tensioning.org

RCSC Research Council on Structural Connections
www.boltcouncil.org

RFCI Resilient Floor Covering Institute (301) 340-8580
www.rfci.com

RIS Redwood Inspection Service (888) 225-7339
www.calredwood.org (415) 382-0662

SAE SAE International (877) 606-7323
www.sae.org (724) 776-4841

SDI Steel Deck Institute (847) 458-4647
www.sdi.org

SDI Steel Door Institute (440) 899-0010
www.steeldoor.org

SEFA Scientific Equipment and Furniture Association (516) 294-5424
www.sefalabs.com

SEIIASCE Structural Engineering Institute/American Society of Civil Engineers
(See ASCE)
SGCC Safety Glazing Certification Council (315) 646-2234
www.sgcc.org
SIA Security Industry Association (703) 683-2075
www.siaonline.org
SIGMA Sealed Insulating Glass Manufacturers Association
(Now IGMA)
SJI Steel Joist Institute (843) 626-1995
www.steeljoist.org
SMA Screen Manufacturers Association (561) 533-0991
www.smacentral.org
SMACNA Sheet Metal and Air Conditioning Contractors (703) 803-2980
National Association
www.sniacna.org
SMPTE Society of Motion Picture and Television Engineers (914) 761-1100 www.srnpte.org
SPFA Spray Polyurethane Foam Alliance (800) 523-6154
(Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.;
Spray Polyurethane Foam Division)
www.sprayfoam.org
SPIB Southern Pine Inspection Bureau (The) (850) 434-2611
www.spib.org
SPRI Single Ply Roofing Industry (781) 647-7026
www.spri.org
SSIINA Specialty Steel Industry of North America (800) 982-0355 www.ssina.com
(202) 342-8630
SSPC SSPC: The Society for Protective Coatings (877) 281-7772 www.sspc.org
(412) 281-2331
STI Steel Tank Institute (847) 438-8265
www.steeltank.com
SWI Steel Window Institute (216) 241-7333
www.steelwindows.coni
SWRI Sealant, Waterproofing, & Restoration Institute (816) 472-7974
www.swronline.org
TCA Tile Council of America, Inc. (864) 646-8453
www.tileusa.com
TIA/EJA Telecommunications Industry Association/Electronic Industries
Alliance
(703) 907-7700
www.tiaonline.org
TMS The Masonry Society (303) 939-9700
www.masoniysociety.org
TPI Truss Plate Institute, Inc. (703) 683-1010
www.tpinst.org
TPI Turfgrass Producers International (800) 405-8873
www.turfgrassod.org (847) 649-5555
TRI Tile Roofing Institute (312) 670-4177
www.tilerroofing.org

UL Underwriters Laboratories Inc. (877) 854-3577
www.ul.com (847) 272-8800
UNI Uni-Bell PVC Pipe Association (972) 243-3902
www.uni-bell.org
USAV USA Volleyball (888) 786-5539
www.usavolleyball.org (719) 228-6800
USGBC U.S. Green Building Council (202) 828-7422
www.usgbc.org
USITT United States Institute for Theatre Technology, Inc. (800) 938-7488
www.usitt.org (3 15) 463-6463
WASTEC Waste Equipment Technology Association (800) 424-2869
www.wastec.org (202) 244-4700
WCLIB West Coast Lumber Inspection Bureau (800) 283-1486
www.wclib.org (503) 639-0651
WCMA Window Covering Manufacturers Association
(Now WCSC)
WCSC Window Covering Safety Council (800) 506-4636
(Formerly: WCMA - Window Covering Manufacturers
Association)
(212) 297-2109
www.windowcoverings.org
WDMA Window & Door Manufacturers Association (800) 223-2301 (Formerly:
NWWDA - National Wood Window and Door
Association)
(847) 299-5200
www.wdma.com
WI Woodwork Institute (Formerly: WIC - Woodwork Institute of (916) 3729943
California)
www.wicnet.org
WIC Woodwork Institute of California (Now WI)
WMMPA Wood Moulding & Millwork Producers Association (800) 550-7889
www.wn1mpa.com (530) 661-9591
WSRCA Western States Roofing Contractors Association (800) 725-0333
www.wsrca.com (650) 570-5441
WWPA Western Wood Products Association (503) 224-3930
www.wwJQg

2. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA BOCA International, Inc.
(See ICC)

IAPMO International Association of Plumbing and Mechanical Officials (909) 472-4100

www.iapmo.org
ICBO International Conference of Building Officials
(See ICC)
ICBO ES ICBO Evaluation Service, Inc.
(See ICC-ES)
ICC International Code Council (888) 422-7233
www.iccsafe.org (703) 931-4533
ICC-ES ICC Evaluation Service, Inc. (800) 423-6587
www.icc-es.org (562) 699-0543
SBCCI Southern Building Code Congress International, Inc.
(See ICC)
UBC Uniform Building Code
(See ICC)

3. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE Army Corps of Engineers
www.usace.army.mil
CPSC Consumer Product Safety Commission
www.cpsc.gov (301) 504-7923
DOC Department of Commerce (202) 482-2000
www.commerce.gov
DOD Department of Defense (215) 697-6257
<http://.dodssp.daps.dla.mil>
DOE Department of Energy (202) 586-9220
www.energy.gov
EPA Environmental Protection Agency (202) 272-0167
www.epa.gov
FAA Federal Aviation Administration (866) 835-5322
www.faa.gov
FCC Federal Communications Commission (888) 225-5322
www.fcc.gov
FDA Food and Drug Administration (888) 463-6332
www.fda.gov
GSA General Services Administration (800) 488-3 11
www.gsa.gov
HUD Department of Housing and Urban Development (202) 708-1112
www.hud.gov
LBL Lawrence Berkeley National Laboratory (510) 486-4000
www.lbl.gov
NCHRP National Cooperative Highway Research Program
(See TRB)

NIST National Institute of Standards and Technology (301) 975-6478
www.nist.gov
OSHA Occupational Safety & Health Administration (800) 321-6742 www.osha.gov
(202) 693-1999

PBS Public Building Service
(See GSA)
PHS Office of Public Health and Science (202) 690-7694
www.osophs.dhhs.gov/ophs
RUS Rural Utilities Service (202) 720-9540
(See USDA)
SD State Department (202) 647-4000
www.state.gov
TRB Transportation Research Board (202) 334-2934
<http://gulliver.trb.org>
USDA Department of Agriculture (202) 720-2791
www.usda.gov
USPS Postal Service (202) 268-2000
www.usps.com

4. Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG Americans with Disabilities Act (ADA) (800) 872-2253
Architectural Barriers Act (ABA) (202) 272-0080
Accessibility Guidelines for Buildings and Facilities
Available from Access Board
www.access-board.gov
CFR Code of Federal Regulations (866) 512-1800 Available from
Government Printing Office (202) 512-1800
www.gpoaccess.gov/cfr/index.html
DOD Department of Defense Military Specifications and Standards (215) 6972664
Available from Department of Defense Single Stock Point
<http://dodssp.daps.dla.mil>
DSCC Defense Supply Center Columbus
(See FS)
FED-STD Federal Standard
(See FS)
FS Federal Specification (215) 697-2664
Available from Department of Defense Single Stock Point
<http://dodssp.daps.dla.mil>
Available from Defense Standardization Program www.dps.dla.mil
Available from General Services Administration (202) 619-8925
www.gsa.gov
Available from National Institute of Building Sciences (202) 289-7800
www.wbdg.org/ccb

FTMS Federal Test Method Standard (See FS)
MIL (See MILSPEC)
MIL-STD (See MILSPEC)
MILSPEC Military Specification and Standards (215) 697-2664
Available from Department of Defense Single Stock Point
<http://dodssp.daps.dla.mil>
UFAS Uniform Federal Accessibility Standards (800) 872-2253
Available from Access Board (202) 272-0080
www.access-board.gov

5. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CBHF State of California, Department of Consumer Affairs Bureau of Home Furnishings and Thermal Insulation
(800) 952-5210
www.dca.ca.gov/bhfti (916) 574-2041
CCR California Code of Regulations (916) 323-6815
www.calregs.com
CPUC California Public Utilities Commission (415) 703-2782
www.cpuc.ca.gov
TFS Texas Forest Service (979) 458-6650
Forest Resource Development
<http://txforestsERVICE.tarnu.edu>

PART 2- PRODUCTS (Not Used) PART

3 - EXECUTION (Not Used)

END OF SECTION 01320C

CUTTING AND PATCHING**SECTION 01320b**

1.1 GENERAL

A. Description Of Work

1. This specification covers the furnishing and installation of materials for cutting and patching. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary

1. This Section includes procedural requirements for cutting and patching.

C. Definitions

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

D. Submittals

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

E. Quality Assurance

1. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - a. Primary operational systems and equipment.
 - b. Air or smoke barriers.
 - c. Fire-suppression systems.
 - d. Mechanical systems piping and ducts.
 - e. Control systems.
 - f. Communication systems.
 - g. Conveying systems.
 - h. Electrical wiring systems.
 - i. Operating systems of special construction in Division 13.
4. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Miscellaneous elements include the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Equipment supports.
 - e. Piping, ductwork, vessels, and equipment.
 - f. Noise- and vibration-control elements and systems.
5. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architects opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
6. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

F. Warranty

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

1.2 PRODUCTS

A. Materials

1. General: Comply with requirements specified in other Sections.
2. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - a. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in place materials.

1.3 EXECUTION

A. Preparation

1. Temporary Support: Provide temporary support of Work to be cut.
2. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
3. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
4. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize OR prevent, as directed, interruption to occupied areas.

B. Performance

1. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - a. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
2. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - a. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - b. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - c. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - d. Excavating and Backfilling: Comply with requirements in applicable

- Division 02 where required by cutting and patching operations.
- e. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - f. Proceed with patching after construction operations requiring cutting are complete.
3. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
- a. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - b. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 1) Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - 2) Restore damaged pipe covering to its original condition.
 - c. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - 1) Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - d. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - e. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.
4. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 01320c

ABBREVIATIONS, ACRONYMS, DEFINITIONS, AND SYMBOLS SECTION 01320d

1.1 GENERAL

A. Description Of Work

1. This specification covers abbreviations, acronyms, definitions, and symbols used in the Contract Documents.

B. Unit of Measure Definitions

1. Following is a list of Industry Standard abbreviations.

A Area Square Feet;
Ampere
AB Anchor Bolt
ABC Aggregate Base Course
ABS Acrylonitrile Butadiene Styrene
AC Alternating Current;
Air-Conditioning;
Asphaltic Concrete;
Plywood Grade A & C
ACFM Actual Cubic Feet Per Minute
ACM Asbestos Containing Material ACP
Asphaltic Concrete Paving
ACR Acre
AD Plywood, Grade A & D
ADDL Additional
ADJ Adjustable
ADMIN Administer; Administration
AGG Aggregate
AH Ampere Hours
AHM Ampere-Hour Meter AHU
Air Handling Unit
AIC Amperes Interrupting Capacity AL
Aluminum
ALT Alternate
AMP Ampere
AMT Amount
AOT Adjusted Oxygen Transfer
APP Attactic Polypropylene
APPROX Approximate
Apt. Apartment
ART Articulated
ASB Asbestos
ASJ All Surface Jacketing
Avg. Average
AWG American Wire Gauge

BAG Bag
BBL Barrel
B&B Grade B and Better;
Balled & Burlapped
B&S Bell and Spigot
B&W Black and White
BC Between Centers
BCY Bank Cubic Yard
BDL Bundle
BD FT Board Feet BEV
Bevel/Beveled BF Board
Feet
BFP Boiler Feed Pump
BI-IN Brinell Hardness Number
BHP Boiler Horsepower; Brake
Horsepower
BI Black Iron
Bit. Bituminous
Biturn. Bituminous
Bk. Backed
Brkrs. Breakers
Bldg. Building
BLK Black; Block
BM Bank Measure; Beam
BOD Biochemical Oxygen Demand
BOX Box (each)
BR Bedroom
Brg. Bearing
BRK Brick
BTFLY VLV Butterfly Valve
BTR Better (Lumber)
BTU British Thermal Units
BTU/HR British Thermal Units per Hour
BUR Built Up Roof
BW Butt Weld
BWG Birmingham Wire Gauge
BX Interlocked Armored Cable
C Centigrade; Conductance;
Conductivity, Hundred
CA Corrosion Allowance Cab.
Cabinet
CAP Capacity
CB Circuit Breaker
CC Center to Center
CCA Chromate Copper Arsenate
CCF Hundred Cubic Feet
CCY Compacted Cubic Yard
cd Candela
cd/sf Candela per Square Foot
CF Cubic Foot (Feet)

CFM Cubic Feet per Minute
CHG Charge
CHW Chilled Water;
Commercial Hot Water CI
Cast Iron
CIP Cast in Place; Cast Iron Pipe CIRC
Circulating; Circuit
CLF Hundred Linear Feet;
Current Limiting Fuse
CLP Cross Linked Polyethylene
cm Centimeter
CMP Corrugated Metal Pipe
CMPA Corrugated Metal Pipe - Arched
CMU Concrete Masonry Unit
CO Carbon Monoxide
CO₂ Carbon Dioxide
COL Column
Comb Combination
Compr Compressor
CONC Concrete
CONSTR Construction Cont
Continuous; Continued Corr
Corrugated
CP Chrome Plated
CPE Chlorinated Polyethylene
Cplg. Coupling
CPM Cycles per Minute CPM
Critical Path Method CPS
Centipoise
CPRSR Compressor
CPVC Chlorinated Polyvinyl Chloride
CS Carbon Steel
CSF Hundred Square Feet
CSPE ChloroSulphinated Polyethylene
CSS Cast Semi Steel
CT Current Transformer CTB
Cement Treated Base
CTR Center
CU FT Cubic Foot
CU IN Cubic Inch
CU YD Cubic Yard
CW Chilled Water; Cold Water
CWR Chilled Water Return CWS
Chilled Water Supply CWT
Hundred Weight
CY Cubic Yard (27 cu. ft.); Cycle
CYH Cubic Yards Per Hour
Cyl Cylinder
d Penny (nail size)
D Deep; Depth; Discharge

Dis. Discharge
Disch. Discharge
DB Diy Bulb; Decibel DBL
Double
DC Direct Current
DCS Distributed Control System
DDC Direct Digital Control
Demob Demobilization
DF Douglas Fir
DFT Dry Film Thickness
DH Double Hung
DHW Domestic Hot Water DJ
Ductile Iron
DIP Differential Pressure DIA
Diameter
Diam Diameter
Diag. Diagonal
Distrib. Distribution
DL Dead Load; Diesel
DLH Deep Long Span Bar Joist
DPST Double Pole, Single Throw
DS Double Strength
DSA Double Strength A Quality Glass
DSB Double Strength B Quality Glass
DWV Drain, Waste, Vent Piping
DX Deluxe White, Direct Expansion
dyn Dyne
e Eccentricity
E Electrical Grade (Fiberglass Construction)
EA Each
Econ. Economy
ECR Electrical Grade, Corrosion Resistant
(Fiberglass Construction)
EDP Electronic Data Processing
EDR Equiv. Direct Radiation
EG Electro Galvanized
EIFS Exterior Insulation Finish System
ELEC Electric; Electrical
Elev. Elevator; Elevating
EM Electron Microscopy
EMT Electric Metallic Tubing; Thin Wall Conduit
Eng. Engine, Engineered
EPDM Ethylene Propylene Diene Monomer
EPS Expanded Polystyrene
EQL Equally
Equip. Equipment
ERW Electrical Resistance Welded
EROPS Enclosed Roll Over Protection System
ES Energy Saver
Est. Estimated

EW Each Way
EWT Entering Water Temperature
Excav. Excavation

EXH Exhaust
Exp. Expansion; Exposure
EXP JT Expansion Joint
Ext. Exterior
F Fahrenheit; Female; Fill
f Fiber stress
fc Compressive Stress in Concrete
f' Minimum Yield Stress of Steel
fm Compressive Strength of Masonry
F&D Flanged-and-Dished
F&I Furnished and Installed
Fab. Fabricated
FAD Free Air Delivery
FBGS Fiberglass
FC Footcandles
FCXP Fan Cooled Explosion Proof
FDA Food and Drug Administration
FEP Fluorinated Ethylene Propylene (Teflon)
FF Flat Face
Fig. Figure
Fin. Finished
FL Full Load
FLDG Folding
Fl. Oz. Fluid Ounces
Flr. Floor
FM Frequency Modulation;
Factory Mutual
Frrng. Framing Fndtn.
Foundation
FT Foot, Feet FTNG(S)
Fitting(s) FLG Flange
FOB Freight on Board
Fount. Fountain
FPM Feet Per Minute
FPS Feet Per Second
FPT Female Pipe Thread
FRP Fiberglass Reinforced Plastic
FS Forged Steel
FSC Cast Body, Cast Switch Box
Ftg. Footing
Ft. Lb. Foot Pound Furn.
Furniture
FVNR Full Voltage Non-Reversing
FXM Female by Male

G Gravity
g Gram
GA Gauge or Gage
G & A General and Administrative
GAL Gallon
Gal .1Mm. Gallon per Minute
GALV Galvanized
GBSD Gear Box Sheave Diameter
Gen. General
GFCI Ground Fault Circuit Interrupter
GFR Ground Fault Relay
GPD Gallons per Day
GPH Gallon per Hour
GPM Gallon per Minute
GR Grade
Grnd. Ground
GSF Ground Square Foot
GVW Gross Vehicle Weight
H High, Height; High Strength Bar Joist
HC Handicapped; High Capacity
HD High Density; Heavy Duty
HDO High Density Overlay
HDPE High Density Polyethylene
Hdr. Header
Hdw. Hardware
HEPA High Efficiency Particulate Air
Hg Mercury
HIC High Interrupting Capacity
HM Hollow Metal
HNDL Handle
HO High Output; Heel Outlet
Horiz. Horizontal
HP High Pressure; Horse Power
HPF High Pressure Factor
HPL High Pressure Laminate
HR Hour
HRS Hot-Rolled Steel
HS High Speed; High Strength
HSC High Short Circuit
HSLA High Strength Low Alloy
HT Hospital Tips; Height
Htg. Heating
Htrs. Heaters
HYAC Heating, Ventilating & Air Conditioning
Hvy. Heavy
HW Hot Water
HWR Hot Water Return HWS Hot
Water Supply
HWT Hundred Carton Weight
Hyd. Hydraulic

Hydr. Hydraulic
HZ Hertz (cycles)
I Moment of Inertia IC
Interrupt Capacity
ICFM Inlet Cubic Feet per Minute
ID Inside Diameter
LD. Identification; Inside Dimension
IF Inside Frosted
IMC Intermediate Metal Conduit
IN Inch
IN LB Inch Pound
IN WC Inches Water Column
Incan. Incandescent
Incl. Include, Including
Inst. Install, Installation
Insul. Insulation, Insulated Int.
Interior
INTSCT Intersect
IP Iron Pipe
IPS International Pipe Standard
Iron Pipe Size
Inches per Second
IPT Iron Pipe Threaded
ISP Inlet Steam Pressure 1W
Indirect Waste
J Joule
JOB Job
JOC Job Order Contracting JT
Joint
K Thousand; Thousand Pounds;
Heavy Wall Copper Tubing; Kelvin
KAH Thousand Amp Hours
KD Kiln Dried; Knocked Down
KDAT Kiln Dried After Treatment
Kip 1000 Pounds
KO Knockout
Km Kilometer
KLF Kips per Linear Foot KSF
Kips per Square Foot KSI Kips
per Square Inch kA KiloAmp
kg Kilogram
kHz Kilohertz
kJ Kilojoule
kV Kilovolt
kVA Kilovolt Ampere (1,000 volt amps)
KVAR Kilovar (Reactance)
kW Kilowatt
kWh Kilowatt Hour
L Length; Long;

Medium Wall Copper Tubing L&E
Labor and Equipment
LAB Labor
LAN Lane
LAT Latitude
LAV Lavatoiy
L.B. Load Bearing; L Conduit Body
LB Pound (Force or Mass)
LB/HR Pounds per Hour
LBS Pounds
LBSF Pounds per Square Foot LCD
Liquid Ciystal Display
LCL Less Than Carload Lot
LCY Loose Cubic Yard
LE Leading Edge; Lead Equivalent LED
Light Emitting Diode
LEL Lower Explosive Limit
LF Linear Foot
LFD Linear Feet Per Day
LFTL Lineal Feet Tube Length Lge.
Large; Long
LH Labor Hours; Long Span Bar Joist
UN Linear
LL Live Load
LLD Lamp Lumen Depreciation LNG
Liquid Natural Gas
LOA Length Over All
L-O-L Lateralolet
LP(G) Liquid Propane (Gas)
LS Low Speed; Lump Sum
Lt Light
Lt Ga Light Gauge
LTL Less than Truck Load
Lt Wt Light Weight
LV Low Voltage
lm Lumen
lm/sf Lumen per square foot Im/W
Lumen per Watt
m Meter
m³/H Cubic Meters per Hour mA
Milliampere
m/S Meters per Second
M Thousand; Male;
Light Wall Copper Tubing
MATL Material
MAX Maximum
Mach Machine
Mag. Str. Magnetic Starter
Maint. Maintenance
Mat Material

Mat'l; Material Max.
Maximum
Mb Million Bytes (characters)
MBF Thousand Board Feet
MBH Thousand BTU per Hour
MBtu Thousand British Thermal Units
MC Metal Clad Cable
MCF Thousand Cubic Feet
MCM Thousand Circular Mills
MCP Motor Circuit Protector
MD Medium Duty
MDO Medium Density Overlaid
Med. Medium
MF Thousand Feet
MF3 Thousand Cubic Feet
Mfg. Manufacturing
Mfrs. Manufacturers
Mg Milligram
MG Market Grade
MGD Million Gallons per Day
MGPH Thousand Gallons per Hour
MH Manhole; Manhour; Metal Halide
MHz MegaHertz
Mi Mile
MI Malleable Iron; Mineral Insulated
MIN Minimum; Minute
MISC Miscellaneous
ml Milliliter; Mainline
MLF Thousand Linear Feet
mm Millimeter
MO Month
Mobil. Mobilization
Mog. Mogul Base MPH
Miles Per Hour
MPT Male Pipe Thread
MRT Mile Round Trip
ms Millisecond
MSD Motor Sheave Diameter
MSF Thousand Square Feet
MSY Thousand Square Yards
MT Mount
MTD Mounted
MTG Mounting
MTR Mill Test Report
MVA Million Volt Ampere
MVAR Million Volt Amperes Reactance
MV Megavolt
MW Megawatt
MXM Male by Male
MYD Thousand Yards

N Natural; North nA
Nanoampere NA Not
Applicable
NC Normally Closed
NEHB Bolted Circuit Breaker to 600V
NDT Non Destructive Testing
NIOSH National Alloy
NLB Non-Load Bearing
NM Non-Metallic Cable
nm Nanometer
NO Normally Open
No. Number
NOM Nominal
NQOD Combination Plug-on/Bolt-on Circuit
Breaker to 240V
NRC Noise Reduction Coefficient
NPT National Pipe Thread
NPS Nominal Pipe Size
NRP Non-Removable Pins
NRS Non-Rising Stem
ns Nanosecond
NTE Note
NTP National Taper Pipe (Thread)
nW Nanowatt
OAL Overall Length
OB Opposing Blade
OC On Center
O.D. Outside Diameter
O.D. Outside Dimension
ODP Open Drip Roof
ODS Overhead Distribution System
OEM Original Equipment Manufacturer
OG Ogee
OH Overhead
OH&P Overhead and Profit
OHL Over Hung Load
Oper. Operator
Opng. Opening
OPR Operating
Orna. Ornamental
OSA Outside Air
OSB Oriented Strand Board
OS & Y Outside Screw and Yoke
OUT Outlet or Output (each)
Ovhd. Overhead
OWG Oil, Water or Gas
OWSJ Open Web Steel Joist
OZ Ounce
P Pole; Applied Load; Projection
p Page

pp Pages
PAPR Powered Air Purifying Respirator
PAR Weatherproof Reflector
PB Push Button
PC Personal Computer; Piece;
PCs Pieces
P.C. Portland Cement; Power Connector PCF
Pounds per Cubic Foot
PCM Phase Contrast Microscopy
PE Professional Engineer; Plain End
Porcelain Enamel; Polyethylene; PERF
Perforated
PH Phase
P1 Pressure Injected
PID Programmable Integral Derivative Controller
PKG Package
PL Plate
PLC Programmable Loop Controller PLM
Polarized Light Microscopy PLTC Power
Limited Tray Cable PLY Plywood
PNEU Pneumatic
PNTD Painted
POA Priced On Application/Priced On Approval
PES B Pre-engineered Steel Building
PPD Pounds Per Day
PP; PPL Polypropylene
PPM Parts Per Million
PPS Polyphenylene Sulfide
PR Pair
Prefab. Prefabricated
Prefin. Prefinished
PROGEN® Proposal Generator Software for Job
Order Contractiig
PROP Propelled; Propeller
PSF Pounds Per Square Foot
PSI Pounds Per Square Inch
PSIA Pounds Per Square Inch Atmosphere
PSIG Pounds Per Square Inch Gauge
PSP Plastic Sewer Pipe
PT Power or Potential Transformer Pt.
Pint
Ptns. Partitions
P&T Pressure & Temperature
PTFE Polytetrafluoroethylene
Pu Ultimate Load
PV Photovoltaic
PVA Polyvinyl Acrylate
PVC Polyvinyl Chloride
PVDC Polyvinylidene Chloride
PVDF Polyvinylidene Fluoride

PVF Polyvinyl Fluoride
Pvmt. Pavement
PVQ Pressure Vessel Quality
Pwr. Power
Q Quantity Heat Flow QA Quality Assurance
QC Quality Control; Quick Coupling
QT Quart
Quan. Quantity
Qty. Quantity
R Thermal Resistance RIL
Random Lengths
RIW/L Random Widths and Lengths
RA Return Air; Registered Architect
RCP Reinforced Concrete Pipe
Rect. Rectangle
REINF Reinforced/Reinforcing
Req'd Required
RF Raised Face
RGH Rough
RGS Rigid Galvanized Steel
RH Relative Humidity
RHW Rubber, Heat & Water Resistant; Residential Hot Water
rms Root Mean Square RND
Round
ROL Roll (each)
ROM Room
ROPS Roll Over Protection System
ROW Row
R.O.W. Right of Way
RPM Revolutions Per Minute
RR Direct Burial Feeder Conduit
RS Rapid Start
RSC Rigid Steel Conduit RSR
Riser (Per Rise)
RT Round Trip
RTD Resistance Temperature Detector
RTJ Ring Type Joint
RTRP Reinforced Thermoset Resin Piping
RVT Reinforced Vinyl Tile
S Suction; Single Entrance; South
SIS2E Surfaced 1 side, 2 Edges
S2S Surfaced 2 Sides
S4S Surfaced 4 Sides
Sa Sack
SA Supply Air
SBS Styrene Butyl Styrene
Scaf. Scaffolding

SCFH Standard Cubic Foot Per Hour SCFM
Standard Cubic Foot per Minute SCH
Schedule
SCR Modular Brick
SCRD Screwed
SD Sound Deadening
SDR Standard Dimension
Brick; Size To Diameter
Ratio
SE Surfaced Edge; Semi-Elliptical SEA
Seat
SER Service Entrance Cable SEU
Service Entrance Cable SET Set
SF Square Foot/Feet
SFCA Square Feet of Form in Contact with
Concrete
SHTS Sheets
SI Square Inch
SIS Synthetic Heat-Resistant
SLDR Solder
SLH Super Long Span Bar Joist
SN Solid Neutral
S-O-L Socketolet
SP Self-Propelled; Single Pole; Space;
Standpipe
Static Pressure (measured in inches of water);
SPDT Single Pole, Double Throw
SPGR Specific Gravity
SPWG Static Pressure Water Gauge SQ
Square;
Hundred Square Feet (10' x 10' area) SQ
FT Square Foot/Square Feet
SQ IN Square Inch
SQ YD Square Yard
SS Stainless Steel; Single Strength SSB Single
Strength B Quality Glass
SSL Self Sealing Lap
STC Sound Transmission Class STD
Standard
STK Select Tight Knot
STP Stop (each);
Standard Temperature & Pressure
SURF Surface
STL Steel
SURF Surface
SW Seam Weld
SW Switch
SWBD Switchboard
SWS Segmentally Welded Steel

SWSI Single Width, Single Inlet SY
Square Yard
SYN Synthetic
SYP Southern Yellow Pine
SYS System
T Thick; Temperature; Ton T&C
Threaded and Coupled T&G
Tongue and Groove
TBC Tensile Bolt Cloth
TBE Threaded Both Ends
TC Terra Cotta
TDS Total Dissolved Solids TEAO
Totally Enclosed Air Over TEFC Totally
Enclosed Fan Cooled
TETC Totally Enclosed Tube Cooled
TFE Tetrafluoroethylene (Teflon) THHN
Nylon Jacketed Wire
THK Thick
THKNS Thickness
THW Insulated Strand Wire
THWN Nylon Jacketed Wire TI
Titanium
TL Truckload
TM Track Mounted
T-O-L Threadolet
TON Ton
Tot. Total
TPH Tons Per Hour
Transf. Transformer
TSHP Total Shaft Horse Power
T'STAT Thermostat
TV Television
TW Thermoplastic Water Resistant Wire
UA Unequal Angle
UCI Uniform Construction Index UF
Underground Feeder
UHF Ultra High Frequency
UI United Inch
UNC Unified Coarse (Threads)
USP United States Primed
UTP Unshielded Twisted Pair UV
Under Voltage
V Volt
VA Volt Amperes
VAV Variable Air Volume VCT
Vinyl Composition Tile Vert.
Vertical
VF Vinyl Faced
VHF Very High Frequency
VLF Vertical Linear Foot

VLV Valve
Vol. Volume
VRP Vinyl Reinforced Polyester
w/ With
W Watt; Width; Wire; West
WB Wet Bulb
WC Water Column; Water Closet
WF Wide Flange
WG Water Gauge
WHM Watthour Meter WK
Week
Wldg. Welding
WOG Water, Oil, Gas
W-O-L Weldolet
WP Weather Protected WR
Water Resistant
WSP Water, Steam, Petroleum
WT Weight
WWF Welded Wire Fabric
X or x By or Times
XFER Transfer
XFMR Transformer
XHD Extra Heavy Duty
XHHW; XLPE Cross-Linked Polyethylene Wire
Insulation
XLP Cross-Linked Polyethylene
XP Explosion Proof
YWye
YD Yard
YR Year

2. Symbols

Δ Delta / per-through or to
@at
% per 100 or percent
\$ U.S. dollars
~ Approximate
O Phase
'feet
"inches
pound or number
0 degree
<Less Than
> Greater Than

3. Explanation Of Terms

BTU: Stands for British Thermal Unit. The BTU number indicates the amount of heat required to raise one pound of water by one degree Fahrenheit. What

this means is the higher the BTU rating, the higher the heating capacity of a product.

MBH: Equal to 1000 BTUs. Tons (In Reference To Cooling): Unit of measurement for determining cooling capacity. One ton equals 12,000 BTUH.

SEER: Stands for Seasonal Energy Efficiency Ratio. This measures the cooling efficiency in air conditioners or heat pumps. The higher the SEER rating, the more energy-efficient the unit. The government's minimum SEER rating is 10.

4. Calculation Of Board Feet

a. All Lumber Grades Are Presumed To Be 75 Percent Construction And 25 Percent Standard Or Equivalent Grade Unless Otherwise Listed.

Dimensions Are Nominal. Board Foot Is Defined As 1" x 12" x 1' Long; To Calculate BF/LF, Multiply The Size Of The Board Height x Width/12.

1) 1" x 2" = 0.167 BF/LF

2) 1" x 3" = 0.25 BF/LF

3) 2" x 3" = 0.5 BF/LF

4) 2" x 4" = 0.667 BF/LF

5) 2" x 6" = 1.0 BF/LF

6) 2" x 8" = 1.333 BF/LF

7) 2" x 10" = 1.667 BF/LF

8) 2 x 12" = 2.0 BF/LF

9) 4" x 4" = 1.333 BF/LF

10) 6" x 4" = 2.0

BF/LF

11) 6" x 6" = 3

OBL/LF

12) 8" x 8" = 5.333 BF/LF

13) etc.

b. To Calculate Board Feet;

1) For most lumber: Thickness (inches) x width (inches) x length (feet) divided by 12 = board feet.

2) For small pieces: Thickness (inches) x width (inches) x length (inches) divided by 144 board feet.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION (Not Used)

END OF SECTION 01320d

CONSTRUCTION SCHEDULING**SECTION 01326****1.1 GENERAL****A. SUMMARY**

1. This section covers provision for construction schedules and supplements provisions of the General Conditions.

B. FORM OF SCHEDULES:

Prepare in form of "Critical Path Method" schedule for all portions of the Work

- a. Provide separate horizontal breakdown of each trade or operation
- b. Order: Chronological order of beginning of each item of work
- c. Identify each item of work:
 - 1) By major specification section number
 - 2) By logically grouped activities
- d. Horizontal time scale: Identify first work day of each week
- e. Scale and spacing: Allow space for updating

C. CONTENT OF SCHEDULES:

Provide complete sequence of construction by activity:

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

D. UPDATING:

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

- c. Description of revisions:
 - 1) Effect on schedule to change scope
 - 2) Revision in duration of activities
 - 3) Other changes that may affect schedule

E. SUBMITTALS:

- 1. Submit initial schedule at least five (5) calendar days prior to re-construction conference
- 2. Submit updated schedules accurately depicting progress to first day of each month
- 3. Submit one reproducible transparency for Architect's information.
- 4. Distribute reviewed schedules to:
 - a. Owner
 - b. Job site file
 - c. Subcontractors
 - d. Architect

F. PRODUCTS (NOT USED)

F. EXECUTION (NOT USED)

END OF SECTION 01326

SUBMITTALS**SECTION 01330****1.1 GENERAL****A. SUMMARY**

Definitions:

- a. Submittals: General term including samples, shop drawings and product data, as applicable.
 - b. Shop drawings: Drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
 - c. Product data: Illustrations stand schedules, performance charts, instruction, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the work.
 - d. Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
2. Shop Drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.
 3. General provisions:
 - a. Provisions in this section are mandatory procedures for preparing and submitting samples, shop drawings and product data
 - b. Submittals shall be in orderly sequence and times to cause no delay in the Work.
 - c. Job delays occasioned by requirement of resubmission of samples, shop drawings, and product data not in accord with Contract Documents are Contractor's responsibility and will not be considered valid justification for extension of Contract time.
 - d. Commence no portion of work requiring submittals until submittal has been approved and stamped by Architect.
 4. Informational Submittals: (FIO - Submittals required to be submitted "For Architect's Information Only")

FJO are required to demonstrate that Work complies with performance requirements of Contract Documents.

 - a. Calculations, certifications and test reports are submitted for record purposes and Architect's information only and will not be approved by Architect.
 - 1) Include calculations and required information if not completely covered by load tables and products data.
 - b. Information Submittals, if acceptable to Architect, will not be returned to Contractor.
 - c. Submittals may be rejected for not complying with requirements.

C. SUBMITTAL SCHEDULE:

1. At least five (5) days prior to date of pre-construction conference, submit a list of all required submittals, by specification section. Indicate timing for submission of required submittals and relation to construction sequence.
2. During course of the Work, maintain an updated submittal schedule showing status of all submittals. Provide copies for Architect's information at project meetings and at other times when requested.

D. SAMPLE PREPARATION:

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

E. SHOP DRAWING PREPARATION:

Drawings shall conform to the following requirements:

- a. Number drawings consecutively
 - b. Indicate working and erection dimensions and relationships to adjacent work
 - c. Show arrangements and sectional views, where applicable.
 - d. Indicate material, gauges, thicknesses, finishes and characteristics
 - e. Indicate anchoring and fastening details, including information for making connections to adjacent work
 - f. Contract documents prepared by the Architect and his consultants will not be acceptable as shop drawing submittals
2. Form: Submit three blue and black line bond prints of shop drawings.

F. PRODUCT DATA PREPARATION:

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

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

G. INFORMATIONAL SUB MITTALS (FIO):

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

9. Preconstruction Test Reports: Prepare reports written by qualified testing agency, on agency's standard form, indicating and interpreting test results of tests performed prior to, for compliance with performance requirements.
10. Compatibility Test Reports: Prepare reports written by qualified testing agency, on agency's standard form, indicating and interpreting test results of compatibility tests performed prior to installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
11. Field Test Reports: Prepare reports written by qualified testing agency, on agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
12. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of test performed by manufacturer and witnessed by qualified testing agency, or on comprehensive tests performed by qualified testing agency,
13. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following:
 - a. Name of evaluation organization
 - b. Date of evaluation
 - c. Time period when report is in effect
 - d. Product and manufacturer's names
 - e. Description of product
 - f. Test procedures and results
 - g. Limitations of use
14. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Closeout Submittals Section.
15. Design Data: Prepare written and graphic information, including but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
16. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - a. Preparation of substrates
 - b. Required substrate tolerances
 - c. Sequence of installation or erection
 - d. Required installation tolerances
 - e. Required adjustments
 - f. Recommendation for cleaning and protection

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

H. CONTRACTOR'S REVIEW:

Review for compliance with the Contract Documents, stamp with approval and submit to the Architect drawings, product data, samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals not marked as reviewed for compliance with the Contract Documents or which are not required by the Contract Documents may be returned by the Architect without action.

2. By approving and submitting submittals, Contractor represents that he has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
3. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation.
4. The Contractor shall direct specific attention, in writing or on resubmitted shop drawings, product data, samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

5. Where work is indicate "By Others" Contractor shall indicate responsibility for providing and coordinating such work, whether by Subcontractors or under separate contracts.
6. Contractor agrees that submittals processed by Architect are not Construction Change Directives or Change Orders; that purpose of submittals by Contractor is to demonstrate that Contractor understands design concept; that he demonstrates his understanding by indicating which equipment and material he intends to furnish and install and by detailing fabrication and installation methods lie intends to use.
7. Contractor represents by submitting samples, shop drawings and product data that he has complied with provision herein specified. Submissions made without Contractor's approval indicated thereon will be returned without being reviewed for compliance with this requirement.
8. Date each submittal and indicate name of Project, Architect, Contractor, Subcontractor, as applicable, description or name of equipment, material or product, and identil' location at which it is to be used in the Work.
9. Accompany submittal with transmittal letter containing project name, Contractor's name, number of samples or drawings, titles and other pertinent data. Transmittal shall outline deviations, if any, in submittals from requirements of Contract Documents.
10. Perform no portion of the Work requiring submittal and review of submittals until the respective submittal has been approved and stamped by the Architect. Such work shall be in accord with submittals bearing the Architect's stamp.

I. ARCHITECT'S REVIEW AND APPROVAL:

Architect will review each submittal, mark it with appropriate action, and return it to Contractor with reasonable promptness, except where it must be held for coordination and the Contractor is so advised. Submittals will be marked by Architect as follows:

- a. "Approved" indicates the submittal has been reviewed for conformance with design and no exceptions are taken. Proceed with the work.
- b. "Approved as Noted" indicates Contractor may proceed with the work as noted. All submittals must be "Approved" or "Approved as Noted" before issued for field use.
- c. "Revise and Resubmit" or "Not Approved" indicates submittal to be revised and resubmitted for review prior to proceeding with the work or that submittal does not comply with Contract Documents.

2. Architect's review, approval or other appropriate action is only for checking for conformance with information given and the design concept expressed in the

Contract Documents. Architect's approval of a specific item shall not indicate approval of an assembly in which the item is a component.

3. Architect's review of Contractor's submittals shall not be relieve Contractor of

responsibility for deviation from requirements of the Contract Documents unless Contractor has informed the Architect in writing of such deviation at the time of submission and Architect to the specific deviation. Architect's review shall not relieve Contractor from responsibility for errors or omissions in submittals.

4. Submittals required to be submitted "For Architect's Information Only" (FOI) are required to demonstrate that the Work complies with performance requirements of the Contract Documents. Such submittals, if acceptable to Architect, will not be returned to Contractor.
5. Architect will return one reproducible copy of reviewed shop drawings for printing and distribution by Contractor.

J. RESUBMISSION:

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

K. DISTRIBUTION:

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

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

L. PRODUCTS (NOT USED)

M. EXECUTION (NOT USED)

END OF SECTION 01330

CONSTRUCTION WASTE MANAGEMENT SECTION 01510

1.1 GENERAL

A. Summary

This Section includes administrative and procedural requirements for the following:

- a. Salvaging nonhazardous demolition and construction waste.
- b. Recycling nonhazardous demolition and construction waste.
- c. Disposing of nonhazardous demolition and construction waste.

B. Definitions

1. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
2. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
3. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
4. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
5. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
6. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

C. Performance Goals or Requirements:

1. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 75, percent by weight of total waste generated by the Work.
2. Salvage/Recycle Goals: Owner has established minimum goals for the following materials:
 - a. Demolition Waste:
 - 1) Asphaltic concrete paving.
 - 2) Concrete.
 - 3) Concrete reinforcing steel.
 - 4) Brick.
 - 5) Concrete masonry units.
 - 6) Wood studs.
 - 7) Wood joists.

- 8) Plywood and oriented strand board.
- 9) Wood paneling.
- 10) Wood trim.
- 11) Structural and miscellaneous steel.
 - 12) Rough hardware.
 - 13) Roofing.
 - 14) Insulation.
 - 15) Doors and frames.
 - 16) Door hardware.
 - 17) Windows.
 - 18) Glazing.
 - 19) Metal studs.
 - 20) Gypsum board.
 - 21) Acoustical tile and panels.
 - 22) Carpet.
 - 23) Carpet pad.
 - 24) Demountable partitions.
 - 25) Equipment.
 - 26) Cabinets.
 - 27) Plumbing fixtures.
 - 28) Piping.
 - 29) Supports and hangers.
 - 30) Valves.
 - 31) Sprinklers.
 - 32) Mechanical equipment.
 - 33) Refrigerants.
 - 34) Electrical conduit.
 - 35) Copper wiring.
 - 36) Lighting fixtures.
 - 37) Lamps.
 - 38) Ballasts.
 - 39) Electrical devices.
 - 40) Switchgear and panelboards.
 - 41) Transformers.
- b. Construction Waste:
 - 1) Site-clearing waste.
 - 2) Masonry and CMU.
 - 3) Lumber.
 - 4) Wood sheet materials.
 - 5) Wood trim.
 - 6) Metals.
 - 7) Roofing.
 - 8) Insulation.
 - 9) Carpet and pad.
 - 10) Gypsum board.
 - 11) Piping.
 - 12) Electrical conduit.

- 13) Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - a) Paper.
 - b) Cardboard.
 - c) Boxes.
 - d) Plastic sheet and film.
 - e) Polystyrene packaging.
 - f) Wood crates.
 - g) Plastic pails.

D. Submittals

1. Waste Management Plan: Submit 3 copies of plan within 7 days of date established for commencement of the Work.
2. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three copies of report. Include separate reports for demolition and construction waste. Include the following information:
 - a. Material category.
 - b. Generation point of waste.
 - c. Total quantity of waste in tons.
 - d. Quantity of waste salvaged, both estimated and actual in tons.
 - e. Quantity of waste recycled, both estimated and actual in tons.
 - f. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - g. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
3. Waste Reduction Calculations: Before request for Substantial Completion, submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
4. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
5. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
6. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
7. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
8. Qualification Data: For Waste Management Coordinator and refrigerant recovery technician.

9. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- E. Quality Assurance
1. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
 2. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
 3. Waste Management Conference: Conduct conference at Project site. Review methods and procedures related to waste management including, but not limited to, the following:
 - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - b. Review requirements for documenting quantities of each type of waste and its disposition.
 - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - e. Review waste management requirements for each trade.
- F. Waste Management Plan
1. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for demolition and construction waste if Project requires selective demolition or building demolition. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
 2. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing, and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
 3. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - a. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - b. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

- c. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - d. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - e. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - f. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
4. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
- a. Total quantity of waste.
 - b. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 - c. Total cost of disposal (with no waste management).
 - d. Revenue from salvaged materials.
 - e. Revenue from recycled materials.
 - f. Savings in hauling and tipping fees by donating materials.
 - g. Savings in hauling and tipping fees that are avoided.
 - h. Handling and transportation costs. Include cost of collection containers for each type of waste.
 - i. Net additional cost or net savings from waste management plan.

1.2 PRODUCTS (Not Used)

1.3 EXECUTION

A. Plan Implementation

General: Implement waste management plan as approved by the Owner. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

- a. Comply with Division 01 Section "Temporary Facilities And Controls" for operation, termination, and removal requirements.
2. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
3. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

- a. Distribute waste management plan to everyone concerned within three days of submittal return.
 - b. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
4. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - a. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - b. Comply with Division 01 Section "Temporary Facilities And Controls for controlling dust and dirt, environmental protection, and noise control.
- B. Salvaging Demolition Waste
1. Salvaged Items for Reuse in the Work:
 - a. Clean salvaged items.
 - b. Pack or crate items after cleaning. Identify contents of containers.
 - c. Store items in a secure area until installation.
 - d. Protect items from damage during transport and storage.
 - e. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
 2. Salvaged Items for Sale and Donation: Permitted as directed, on Project site.
 3. Salvaged Items for Owner's Use:
 - a. Clean salvaged items.
 - b. Pack or crate items after cleaning. Identify contents of containers.
 - c. Store items in a secure area until delivery to Owner.
 - d. Transport items to off-site as designated by the Owner.
 - e. Protect items from damage during transport and storage.
 4. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- C. Recycling Demolition And Construction Waste, General
1. General: Recycle paper and beverage containers used by on-site workers.
 2. Recycling Receivers and Processors: Provide a list of proposed recycling receiver companies planned to be contracted with.
 3. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Owner.

4. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separaterecyclable waste by type at Project site to the maximum extent practical.
 - a. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.1) Inspect containers and bins for contamination and remove Contaminated materials if found.
 - b. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - c. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - d. Store components off the ground and protect from the weather.
 - e. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

D. Recycling Demolition Waste

Asphaltic Concrete Paving: Grind asphalt to maximum 1-1/2-inch (38-mm) size.

- a. Crush asphaltic concrete paving and screen to comply with requirements in Division 02 Section "Earthwork" for use as general fill.
2. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
 3. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 - a. Pulverize concrete to maximum 1-1/2-inch.
 - b. Crush concrete and screen to comply with requirements in Division 02 Section "Earthwork" for use as satisfactory soil for fill or sub base.
 4. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - a. Pulverize masonry to an as directed, size.
 - 1) Crush masonry and screen to comply with requirements in Division 02 Section "Earthwork" for use as general fill.
 5. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
 6. Metals: Separate metals by type.
 - a. Structural Steel: Stack members according to size, type of member, and length.
 - b. Remove and dispose of bolts, nuts, washers, and other rough hardware.
 7. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry

location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

8. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
 - a. Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
10. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - a. Store clean, dry carpet and pad in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
11. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
12. Plumbing Fixtures: Separate by type and size.
13. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
14. Lighting Fixtures: Separate lamps by type and protect from breakage.
15. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
16. Conduit: Reduce conduit to straight lengths and store by type and size.

E. Recycling Construction Waste

1. Packaging:
 - a. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - b. Polystyrene Packaging: Separate and bag materials.
 - c. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - d. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
2. Site-Clearing Wastes: Chip brush, branches, and trees on-site.
 - a. Comply with requirements in Division 02 Section "Exterior Plants" for use of chipped organic waste as organic mulch.
3. Wood Materials:
 - a. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - b. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

4. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 - a. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
 - 1) Comply with requirements in Division 02 Section Exterior Plants" for use of clean ground gypsum board as inorganic soil amendment.

F. Disposal of Waste

General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

- a. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - b. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
2. Burning: Do not burn waste materials.
 3. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 01510

SELECTIVE DEMOLITION**SECTION 01710****1.1 GENERAL****A. Description of Work**

1. This specification covers the furnishing and installation of materials for selective demolition. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary

1. This Section includes the following:
 - a. Demolition and removal of selected portions of building or structure.
 - b. Demolition and removal of selected site elements.
 - c. Salvage of existing items to be reused or recycled.
 - d. Asbestos abatement and encapsulation.
 - e. Lead paint abatement and encapsulation.

C. Definitions

1. Remove: Detach items from existing construction and legally dispose of them off site, unless indicated to be removed and salvaged or removed and reinstalled.
2. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse, as directed.
3. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
4. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

D. Materials Ownership

Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

- a. Coordinate with the Owner who will establish special procedures for removal and salvage.

E. Submittals

1. Qualification Data: For demolition firm, professional engineer, refrigerant recovery technician, as directed.
2. Schedule of Selective Demolition Activities: Indicate the following:
 - a. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - b. Interruption of utility services. Indicate how long utility services will be interrupted.
 - c. Coordination for shutoff, capping, and continuation of utility services.
 - d. Use of elevator and stairs.
 - e. Locations of proposed dust and noise-control temporary partitions.
 - f. Means of protection for items to remain and items in path of waste removal from building.
3. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
4. Predemolition Photographs or Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
5. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
 - a. Comply with submittal requirements in Division 0 1 Section "Construction Waste Management".

F. Quality Assurance

1. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
2. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
3. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
5. Standards: Comply with ANSI A10.6 and NFPA 241.
6. Predemolition Conference: Conduct conference at Project site. Review methods and procedures related to selective demolition including, but not limited to, the following:
 - a. Inspect and discuss condition of construction to be selectively demolished.
 - b. Review structural load limitations of existing structure.
 - c. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - d. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

- e. Review areas where existing construction is to remain and requires protection.

G. Project Conditions

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - a. Before selective demolition, Owner will indicate items to be salvaged.
2. Notify the Owner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
3. Hazardous Materials are present in construction and are to be selectively demolished.
4. A report on the presence of hazardous materials by Corporate Environmental Risk Management dated February 20, 2009, C.E.R.M. Project No. 11-0964-035 is part of this contract and is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
5. Storage or sale of removed items or materials on-site is not permitted.
6. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

H. Warranty

1. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

2.1 PRODUCTS (Not Used)

3.1 EXECUTION

A. Utility Services and Mechanical/Electrical Systems

1. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
2. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - a. The Owner will arrange to shut off indicated services/systems when requested by Contractor.
 - b. Arrange to shut off indicated utilities with utility companies
 - c. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

- d. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - 1) Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

B. Preparation

1. Site Access and Temporary Controls: Conduct selective demolition and debris removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
2. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - a. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - b. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - c. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - d. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - e. Comply with requirements for temporary enclosures, dust control, heating, and cooling.
3. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - a. Strengthen or add new supports when required during progress of selective demolition.

C. Selective Demolition, General

General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

- a. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- b. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping to minimize disturbance of adjacent surfaces. Temporary cover openings to remain.
- c. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
- d. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
- e. Maintain adequate ventilation when using cutting torches.

- f. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - g. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - h. Locate selective demolition equipment and remove debris and materials so as not to improve excessive loads on supporting walls, floors, or framing.
 - i. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section Construction Waste Management".
2. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without the Owner's approval.
 3. Removed and Salvaged Items:
 - a. Clean salvaged items.
 - b. Pack or crate items after cleaning. Identify contents of containers.
 - c. Store items in a secure area until delivery to Owner.
 - d. Transport items to Owner's storage area designated by Owner as directed.
 - e. Protect items from damage during transport and storage.
 4. Removed and Reinstalled Items:
 - a. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 - b. Pack or crate items after cleaning and repairing. Identify contents of containers.
 - c. Protect items from damage during transport and storage.
 - d. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
 5. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Owner, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- D. Selective Demolition Procedures for Specific Materials
1. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.
 2. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
 3. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.
 - a. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.
 4. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.
- E. Disposal of Demolished Materials

1. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 - a. Do not allow demolished materials to accumulate on-site.
 - b. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 - c. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - d. Comply with requirements specified in Division 01 Section "Construction Waste Management".
2. Burning: Do not burn demolished materials.
3. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

END OF SECTION 01710

FLASHING AND SHEET METAL**SECTION 07081****PART 1- GENERAL****1.01 SCOPE**

- A. Contractor shall furnish all labor, materials, equipment and incidentals required to provide and install flashing and sheet metal as shown and as specified.
- B. Contract drawings show only functional features and some of the required external connections. They do not show all components required for a complete installation nor exact dimensions particular to any manufacturer's products. Contractor shall supply all parts, devices and equipment necessary to meet the requirements of the Contract Documents and shall make all dimensional adjustments particular to the products being furnished. All costs associated with such changes and adjustments shall be considered as being included in the price bid for the work shown and specified.
- C. Coordination
 - 1. Review installation procedures under other sections and coordinate the installation of items that must be installed with the roof insulation.
- D. Related Work specified elsewhere:
 - 1. Section 07544 - PVC Adhered Roof Membrane System
 - 2. Section 07610 - Metal Roof

1.02 SUBMITTALS

- A. Product data: Indicate product description, finishes and installation instructions, including interface with adjacent materials and surfaces.
- B. Shop drawings:
 - 1. Indicate material types, sizes, shapes, thicknesses, finishes, fabrication details, joint details, anchors, connections, expansion joints, and relations to adjacent work.
 - 2. Draw details and profiles to quarter size scale.
 - 3. Include on detailed shop drawings, locations of sleepers and required fastening strips to secure metal work where sheet metal is applied to other than wood surfaces.
- C. Samples, submit as follows:
 - 1. Special finishes: 6" x 6 samples of manufacturer' standard colors for Engineers color selection, including a clear coated mill finish sample.
 - 2. Manufactured expansion joint covers, copings, gravel stops, flashing reglets, and other flashing items: 1'-0" length in style and finish specified.

D. Quality control submittals:

1. Certificates: Submit certificates indicating materials supplied or installed are asbestos free.
2. Provide a declaration that the VOC levels in all adhesives and sealants used in the installation of the products do not exceed the current VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168, AND all sealants used as fillers meet or exceed the requirements of the Bay Area Air Quality Management District Regulation 8, Rule 51.

1.03 QUALITY ASSURANCE

A. Reference Standards. Comply with all federal and state laws or ordinances, as well as all applicable codes, standards, regulations and/or regulatory agency requirements including the partial listing below:

1. American Iron and Steel Institute (AISI).
2. American Society for Testing and Materials (ASTM).
3. Copper Development Association, Inc. (CDA).
4. Sheet metal and Air Conditioning Contractors National Association, Inc. (SMACNA).

B. Industry Standards:

1. AISI: Stainless Steel Data Manual, 1968 Edition.
2. CDA: Contemporary Copper in Architecture, 1973 Edition.
3. SMACNA: Architectural Sheet Metal Manual, latest Edition,

C. Pre-installation conference:

1. Prior to beginning work, conference will be held to review work to be accomplished.
2. Particular requirements are specified in Loose Single Ply Membrane section.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Acceptance at site: Handle materials to prevent damage to surfaces, edges and ends of sheet metal items. Reject and promptly remove damaged materials from site.
- B. Storage and protection: Store materials off ground, under cover. Protect from damage and deterioration.

1.05 EQUENCING AND SCHEDULING

- A. Coordinate requirements of this section with work described under Manufactured Roof section. Use flat stock matching respective roofing for shop fabricated flashings, closures and accessories.

1.06 WARRANTY

- A. Warrant flashing and sheet metal work to be free of defects in materials and workmanship; combine warranty with roofing warranty.
- B. Provide a warranty against defective equipment and workmanship in accordance with the requirements of the General Conditions of the Contract Documents.

PART 2- PRODUCTS

2.01 MATERIALS

A. Sheet metal:

- 1. General: Follow gauge, thickness, or weight requirements in SMACNA Manual for intended use, but not less than indicated below.
- 2. Galvanized Sheet Steel, 24 gage. allow Standard Color Kynar.

B. Soldering materials:

- 1. Solder: Meeting ASTM 032-76, alloy grade 50A, 50% pig lead and 50% block tin.
- 2. Solder flux for:
 - a. Stainless steel and copper: Muriatic acid neutralized with zinc.
 - b. Lead: Non-corrosive rosin.

C. Fasteners: Same material or compatible with sheet metal being fastened:

- 1. Nails: Flathead, needle point, not less than 12 gauge; sufficient length to penetrate substrate 1" minimum.
- 2. Expansion shields: Lead sleeves.
- 3. Screws: Self-tapping type with round heads.
- 4. Bolts: Furnished complete with nuts and washers.
- 5. Rivets: Round head, solid shank.
- 6. Blind clips and cleats: gage per manufactures recommendation.

D. Caulk: Sonneborn NP-I Flexible Lap Sealant. G.E. Silicone as shown.

2.02 FABRICATION

A. Shop Assembly:

1. General:

- a. Fabricate sheet metal in accord with reviewed shop drawings and industry standards.
 - b. Form sheet metal work with clear, sharp and uniform arises. Hem exposed edges.
 - c. Fabricate corners with minimum 2'-0" returns each side of return; fully seal joints.
3. Provide linear sheet metal items in 10'-0" sections minimum, except as otherwise noted. Form flashing using single pieces for full width.
 4. Form specified sheet metal items in accord with SMACNA details and existing adjacent work; gauge indicated in SMACNA description of particular plate, but no less than .038" thickness.

PART 3- EXECUTION**3.01 INSPECTION**

A. Verification of Conditions:

1. Verify locations of all roof openings and penetrations are in accord with reviewed shop drawings.
2. Examine conditions and substrates under which products of this section are to be installed; submit written notification of unacceptable conditions or substrates.
3. Submit copy of installer's report to the Engineer within 72 hours of report receipt.
4. Proceeding with construction activity of this section:
 - a. Prior to correction of unacceptable conditions or substrates are prohibited.
 - b. Indicates installer's acceptance of conditions and substrates.

3.02 INSTALLATION

A. Sheet Metal:

1. Install work in accord with reviewed shop drawings and industry standards. Provide sheet metal items true to line, without buckling, creasing, warp or wind in finished surfaces.
2. Coordinate flashing at roof surfaces with roofing work to provide weather tight condition at roof terminations.
3. Perform field joining of lengths specified for shop fabrication, but in lengths no shorter than 10'-0" except at closure pieces.
4. Isolate dissimilar materials to prevent electrolysis. Separate using bituminous paint or roofing felt.

5. Seaming:

- a. Comply with SMACNA Locks and Seams figures and other applicable plates.
 - b. Flat-lock seams: Finish not less than 3/4" wide.
 - c. Soldered lap seams: Finish not less than 1" wide.
 - d. Other lap seams: Overlap not less than 4" unless otherwise indicated.
 - e. Seams: Orient properly for direction of water flow.
 - f. Flatlock seams with cleats soldered.
 - g. Lap seams occurring in members sloping 45° or more, 4" minimum; bed in with butyl sealant.
 - h. Perform soldering in same manner indicated in FABRICATION Article.
6. Secure sheet metal items using continuous cleats, clips and blind fasteners as indicated; exposed face fastening is prohibited.

7. Fastening:

- a. Nails: Confine to one edge only of flashing I-O" or less in width. Space nails at 4" O.C. Maximum. Provide neoprene washers for nails.
 - b. Cleats: Continuous; form to profile of item being secured.
 - c. Clips: Minimum 2" wide and continuous; form to profile of item being secured. The clips are continuous and the cap flashing replacement.
8. Form joints in linear sheet metal to allow for 1/2" minimum expansion at 20' -0" O.P.C. maximum and 8'-0" from corners. Provide 1'-0" wide back-up plate at intersections. Form plates to profile of sheet metal items. Apply linear sheet metal items in full bed of butyl or urethane caulk over back-up plate.

9. Gutters and downspouts:

- a. Construct with riveted and soldered joints, lapped 1" minimum in direction of flow, provide 3/4" minimum expansion joints at 60'-0" O.C. maximum. Form expansion joints in accord with SMACNA Manual, plates for gutters up to 20 gauge; and, 20 gauge and heavier.
- b. Hang gutters with high points equidistant from downspouts, evenly sloped toward downspouts. Support gutters in accord with SMACNA Manual,
- c. Secure downspouts to exterior walls at 6'-0" O.C. maximum using straps and expansion type fasteners. Lap downspout joints, 1-1/2" minimum and solder.
- d. Finish gutters, downspouts and hangers; required, copper material to match existing.

10. Roof Penetration Flashing:

- a. Pipe penetrations: Provide flashing extending 2'-6" onto roofing felts each direction for pipes penetrating roof. Flash in accord with slate roofing manufacturer's requirements.

END OF SECTION 07081

SELF ADHERED RUBBERIZED ASPHALT ROOFING MEMBRANE SECTION 07130

PART 1 - GENERAL

1.1 DESCRIPTION

A. Description Of Work:

1. This specification covers the furnishing and installation of materials for self-adhering sheet waterproofing. Products shall be as follows or as directed by the Owner. Installation procedures shall be in accordance with the product manufacturer's recommendations. Demolition and removal of materials shall be as required to support the work.

B. Summary

1. This Section includes the following:
 - a. Modified bituminous deck paving sheet waterproofing.

C. Submittals

1. Product Data: Include manufacturer's written instructions for evaluating, preparing, and treating substrate, technical data, and tested physical and performance properties of waterproofing.
2. Shop Drawings: Show locations and extent of waterproofing. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins with adjoining waterproofing, and other termination conditions.
3. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for waterproofing.
4. Special warranties.

D. Quality Assurance

1. Installer Qualifications: A firm that is approved by waterproofing manufacturer for installation of waterproofing required for this Project.
2. Preinstallation Conference: Conduct conference at Project site.
 - a. Review waterproofing requirements including surface preparation, substrate condition and pretreatment, minimum curing period, forecasted weather conditions, special details and sheet flashings, installation procedures, testing and inspection procedures, and protection and repairs.

E. Delivery, Storage, And Handling

1. Deliver liquid materials to Project site in original packages with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
2. Store rolls according to manufacturers written instructions.
3. Protect stored materials from direct sunlight.

F. Project Conditions

1. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate.

G. Warranty

1. Special Manufacturers Warranty: Manufacturer's standard form in which manufacturer agrees to replace waterproofing material that does not comply with requirements or that fails to remain watertight within specified warranty period.
 - a. Warranty Period: 5 years, from date of Substantial Completion.

1.2 PRODUCTS

A. Modified Bituminous Deck Paving Sheet Waterproofing

1. Modified Bituminous Deck Paving Sheet: Provide one of the products described below,
 - a. 65-mil- (1.6-mm-) thick, self-adhering sheets consisting of 53 to 56 mils (1.3 to 1.4 mm) of rubberized asphalt laminated to a heat-resisting, 9- to 12-mil- (0.2- to 0.3-mm-) thick, woven polypropylene geotextile reinforcement with release liner on adhesive side.
 - b. 70-mil- (1.8-mm-) thick, self-adhering sheets consisting of rubberized asphalt embedded in inert fabric reinforcement laminated to a reflective geotextile protective topping with release liner on adhesive side.
 - c. 60-mil- (1.5-mm-) thick, self-adhering sheets consisting of rubberized asphalt embedded in woven, fiberglass fabric reinforcement laminated to a 0.50-mil- (0.01-mm-) thick polyester mat with release liner on adhesive side.
 - d. Physical Properties:
 - 1) Tensile Strength, Membrane: 50 lbf/in (8.75 kN/m) minimum; ASTM D 882.
 - 2) Pliability: Unaffected when bent 180 degrees over a 1/4-inch (6.4-mm) mandrel at minus 15 deg F (minus 26 deg C); ASTM D 146.
 - 3) Puncture Resistance, Mesh: 200 lbf (890 N) minimum; ASTM E 154.

B. Auxiliary Materials

1. General: Furnish auxiliary materials recommended by waterproofing manufacturer for intended use and compatible with sheet waterproofing.
2. Surface Conditioner: Liquid, water borne surface conditioner recommended for substrate by manufacturer of sheet waterproofing material.
3. Substrate Patching Membrane: Low-viscosity, two-component, asphalt-modified coating.
4. Sheet Strips: Self-adhering, rubberized-asphalt sheet strips of same material and thickness as sheet waterproofing.
5. Mastic, Adhesives, and Tape: Liquid mastic and adhesives, and adhesive tapes recommended by waterproofing manufacturer.
 - a. Detail Tape: Two-sided, pressure-sensitive, self-adhering reinforced tape, 41/2 inches (114 mm) wide, with a tack-free protective adhesive coating on one side and release film on self-adhering side.
 - b. Detail Strips: 62.5-mil- (1.58-mm-) thick, felt-reinforced self-adhesive strip, 9 inches (229 mm) wide, with release film on adhesive side.
6. Metal Termination Bars: Aluminum bars, approximately 1 by 1/8 inch (25 by 3 mm) thick, predrilled at 9-inch (229-mm) centers.
7. Protection Course: ASTM D 6506, semi rigid sheets of fiberglass or mineral-reinforced asphaltic core, pressure laminated between two asphalt-saturated fibrous liners and as follows:
 - a. Thickness: 1/8 inch (3 mm), nominal, for vertical applications; 1/4 inch (6 mm), nominal, elsewhere.
 - b. Adhesive: Rubber-based solvent type recommended by waterproofing manufacturer for type of protection course.
8. Protection Course: Fan folded, with a core of extruded-polystyrene board insulation faced one side or both sides with plastic film, nominal thickness 1/4 inch (6 mm), with compressive strength of not less than 8 psi (55 kPa) per ASTM D 1621, and maximum water absorption by volume of 0.6 percent per ASTM C 272.

C. Manufacturers

1. GAF

2. Carlise
3. WR Grace

1.3 EXECUTION

A. Surface Preparation

1. Clean, prepare, and treat substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrates for waterproofing application.
2. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.
3. Remove grease, oil, bitumen, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
4. Remove fins, ridges, mortar, and other projections and fill honeycomb, aggregate pockets, holes, and other voids.
5. Prepare, fill, prime, and treat joints and cracks in substrates. Remove dust and dirt from joints and cracks according to ASTM D 4258.
 - a. Install sheet strips and center over treated construction and contraction joints and cracks exceeding a width of 1/16 inch (1.6 mm) or 1/8 inch (3 mm) for modified bituminous deck paving waterproofing.
6. Bridge and cover isolation joints, expansion joints, and discontinuous deck-to-wall and deck-to-deck joints with overlapping sheet strips.
 - a. Invert and loosely lay first sheet strip over center of joint. Firmly adhere second sheet strip to first and overlap to substrate.
7. Corners: Prepare, prime, and treat inside and outside corners according to ASTM D 6135.
 - a. Install membrane strips centered over vertical inside corners. Install 3/4-inch (19-mm) fillets of liquid membrane on horizontal inside corners and as follows:
 - 1) At footing-to-wall intersections, extend liquid membrane each direction from corner or install membrane strip centered over corner.
 - 2) At plaza deck-to-wall intersections, extend liquid membrane or sheet strips onto deck waterproofing and to finished height of sheet flashing.
8. Prepare, treat, and seal vertical and horizontal surfaces at terminations and penetrations through waterproofing and at drains and protrusions according to ASTM D 6135.

B. Modified Bituminous Deck Paving Sheet Waterproofing Application

1. Install modified bituminous deck paving sheets according to waterproofing manufacturer's written instructions.
2. Apply primer to substrates at required rate and allow to dry. Limit priming to areas that will be covered by sheet waterproofing in same day. Reprime areas exposed for more than 24 hours.
3. Apply and firmly adhere sheets over areas to receive waterproofing. Accurately align sheets and maintain uniform 2-1/2-inch- (64-mm-) minimum lap widths and 6-inch (150-mm) end laps. Overlap and seal seams and stagger end laps to ensure watertight installation.
4. Apply sheet waterproofing from low point to high point of decks to ensure that side laps shed water.
5. Apply continuous sheets over sheet strips bridging substrate cracks, construction, and contraction joints.
6. Seal edges of sheet waterproofing terminations with mastic.

7. Install sheet waterproofing and auxiliary materials to tie into adjacent waterproofing.
8. Repair tears, voids, and lapped seams in waterproofing not complying with requirements. Slit and flatten fishmouths and blisters. Patch with sheet waterproofing extending 6 inches (150 mm) beyond repaired areas in all directions.
9. Correct deficiencies in or remove sheet waterproofing that does not comply with requirements; repair substrates, reapply waterproofing, and repair sheet flashings.

I. Protection And Cleaning

1. Do not permit foot or vehicular traffic on unprotected membrane.
2. Protect waterproofing from damage and wear during remainder of construction period.
3. Protect installed board insulation, from damage due to LTV light, harmful weather exposures, physical abuse, and other causes. Provide temporary coverings where insulation will be subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
4. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 07130

**FULLY ADHERED THERMOPLASTIC OLEFIN (TPO) SECTION 07540
ROOFING SYSTEM****PART 1 GENERAL****1.01 GENERAL NOTES**

- A. Contractor will observe all published safety prevention policies and practices
- B. Preceding job start up, contractor shall decide to his satisfaction that all specifications contained herein are workable.
- C. Contractor will perform all work by competent, trained, and properly equipped personnel in strict accordance with good roofing practices and applicable industry standards. Relating to application of roofing system and related work. All federal, state, and local codes shall be followed.
- D. Contractor will follow application, safety, etc. information as published in the most current edition of the Manufacture's ULTRAPLY TPO Roofing System Technical Specification.

1.02 WORK INCLUDED

- A. Work under this section covers the installation of a new Fully Adhered TPO roofing system on Helen S. Mills Senior Center, Atlanta, GA. In addition, contractor shall include all related items of work as noted herein or indicated on the drawings or otherwise required to complete the specified elements of work and provide the necessary warranties for this work.
- B. Contractor will remove the existing standing seam metal roof system to the existing composite insulation (existing insulation to be reused with addition of a new coverboard) over metal deck and dispose of all materials properly. Any asbestos removal shall comply with state and local codes and requirements and shall be disposed of in a legal manner.

1.03 SECTION INCLUDES

- A. Substrate preparation.
- B. Wood nailer installation.
- C. Membrane installation.
- D. Membrane flashing installation.

1.04 RELATED SECTIONS

- A. Section 07 60 00 - Metal and Sheet Metal.
- B. Section 07 61 00 - Metal Roofing Systems
- C. Section 07 90 00 - Caulking and Sealants
- D. Section 09 99 11 - Exterior Painting

1.05 DEFINITIONS

- A. American Society for Testing and Materials (ASTM): 1916 Race St., Philadelphia, PA 19103.

1.06 SYSTEM DESCRIPTION

- A. Reinforced THERMOPLASTIC OLEFIN sheet roofing that is adhered to acceptable substrate with Manufacture's recommended bonding adhesive.

1.07 SUBMITTALS

- A. Product Data:
 - 1. Submit copies of Manufacture's Technical Information Sheets (TIS) for primary products used including roof membrane, splice tape, fasteners, and batten strip.
- B. Samples:
 - 1. Submit samples of roof membrane.
- C. Application Information:
 - 1. Submit copy of Manufacture's application specification.
- D. Letter attesting that Manufacture's currently licenses roofing contractor.
- E. Warranty: Submit warranty sample.
- F. Pre Installation Notice:
 - 1. Submit copy of Manufacture's Pre Installation Notice (PIN) that has been accepted and approved by Manufacture.

1.08 QUALIFICATIONS

- A. Manufacturer:
 - 1. Company providing a no dollar limit, single source roof system warranty that is backed by corporate assets in excess of one billion dollars.
 - 2. System supplier must have ISO 9002 certification
 - 3. Manufacturer must be able to provide the project with the membrane and Isocyanurate insulation that is produced in their facilities.
- B. Applicator:
 - 1. Shall be a Manufacture's Licensed Contractor.
 - 2. Shall have at least five years experience in installing heat welded system.

1.09 REGULATORY REQUIREMENTS

- A. Conform to applicable local building code requirements.
- B. Underwriters Laboratories, Inc. (UL): Class A Fire Hazard Classification.

1.10 QUALITY INSPECTION/OBSERVATION

- A. Inspection by Manufacturer: Provide a final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer.
 - 1. Technical Representative shall not perform any sales functions.
 - 2. Contractor shall complete any necessary repairs required for issuance of warranty.

1.11 PRE-INSTALLATION CONFERENCE

- A. Before start of roofing work, attend a conference to discuss the proper installation of materials. Attendees shall include all parties directly affecting work of this Section.

1.12 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers dry, undamaged, seals and labels intact and legible.

- B. Store all materials clear of ground and moisture with weather protective covering.
- C. Keep all combustible materials away from ALL ignition sources.

1.13 ENVIRONMENTAL REQUIREMENTS

- A. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice.
- B. Do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application. Consult Manufacture's Technical Specifications application.

1.14 WARRANTY

- A. Type/Term:
 - 1. Provide 20 year Warranty. Warranty shall include membrane, roof insulation, edge metal and flashing and membrane accessories.
- B. Coverage;
 - a. Limit of liability: No Dollar Limitation
 - b. Scope of coverage:
Repair any leak in the TPO Roofing System caused by the ordinary wear and tear of the elements, manufacturing defect in manufacture's materials, and the workmanship used to install these materials.

PART 2 PRODUCTS

2.01 NAILERS FOR FLANGES AND ROOF ACCESSORIES

- A. Description: Structural Grade No. 2 or better Southern Pine, Douglas Fir, or Exterior Grade plywood. All wood shall be pressure treated for rot resistance.
 - 1. Nailer width: Minimum 3 1/2 in. (nominal) wide or as wide as the nailing flange of each roof accessory.
 - 2. Nailer thickness: Thickness of roof insulation.
- B. Reference Standards:
 - 1. Southern Pines: PS 20; SPIB Grading Rules.
 - 2. Western Woods: PS 20; WWPA Grading Rules.
 - 3. Plywood: PS I; APA Grade Stamps.

2.02 MANUFACTURERS - MEMBRANE MATERIALS

- A. Basis of Design
 - 1. Firestone Building Products - UltraPly
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Firestone Building Products
 - 2. Carlisle SynTec Incorporated
 - 3. Dow Roofing Systems
- C. Adhered single-ply membrane system:
 - 1. Reinforced TPO sheet roofing that is adhered to acceptable substrate with TPO bonding adhesive.

2.03 ULTRAPLY TPO SHEET ROOFING AND FLASHING MEMBRANE

A. Description: Reinforced, TPO synthetic single-ply membrane composed of Thermoplastic Polyolefin polymer, and Ethylene Propylene Rubber.

1. Membrane Type: .060 Reinforced TPO

Testing	A.	Minimum Values	B.	Typical Values (SI Units)
Thickness, min, mm (in)				
Sheet-overall		1.0 (0.039)		0.060± 10%
Coating over scrim		0.381 (0.015)		0.022± 10%
Tensile strength, min, Mpa (Psi)		NA		
Breaking strength, min, kN (1bf)		1.0 (225)		300
Elongation, ultimate, min, %		NA		
Elongation at break, min, %		15 ^A		25 ^A
Tensile set, max, %		NA		
Tear strength, min, kN/m (1bf/in.)		NA		
Tearing strength, min, N (1bf)		245 (55)		245 (55)
Brittleness point, max C (F)		-30 (22)		-60 (-51)
Ozone resistance, no cracks		Pass		Pass
Properties after heat aging: (retained values)				
Tensile strength, % min		N/A		
Breaking strength, % min		90%		90%
Elongation, ultimate, % min		N/A		
Elongation at break, % min		90%		90%
Tear strength, % min		N/A		
Tearing strength, % min		90%		90%
Weight Change (Mass), max %		±4 ^B		+1.0 ^B
Linear dimensional change, max %		±2		-1.0
Water absorption, max, mass %		±4 ^B		
Factory seam strength, min, kN/m (1bf/in)		75% of Sheet strength		75% of Sheet strength
Weather resistance				
Visual inspection		Pass		Pass
Tensile strength, % min		N/A		
Breaking strength, % min		90%		90%
Elongation, Ultimate, % min		N/A		
Elongation at break, min, %		90% ^A		90% ^A
PRFSE, min, %		N/A		

B. Reference Standards:

D 412	Test Methods for Vulcanized Rubber and Thermo-plastic Rubbers and Thermoplastic Elastomers--Tension
D 471	Test Method for Rubber Property--Effect of Liquids
D 573	Test Method for Rubber--Deterioration in an Air Oven
D 624	Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers
D 751	Test Methods for Coated Fabrics
D 1149	Test Method for Rubber Deterioration--Surface Ozone Cracking in a Chamber
D 1204	Test Method for Linear Dimensional Changes of Non-rigid Thermoplastic Sheet or Film at Elevated Temperature
D 1822	Test Method for Tensile-Impact Energy To Break Plastics and Electrical Insulating Materials
D 2137	Test Methods for Rubber Property--Brittleness Point of Flexible Polymers and Coated Fabrics
D5538	Practice for Thermoplastic Elastomers- Terminology and Abbreviations
G 155	Practice for Operating Light-Exposure Apparatus (Xenon-arc Type) With and Without Water for Exposure of Non- metallic Materials
G 154	Practice for Operating Light- and Water-Exposure Apparatus (Fluorescent UV Condensation Type) for Exposure of Nonmetallic Materials

2.04 ROOF INSULATION COMPONENTS**MANUFACTURE'S ISOGARD HD Cover Board**

A. Description: High density, closed cell polyisocyanurate foam core with a coated glass facer.

1. Nominal thickness: 1/2"
2. Nominal Size: 48 in. x 96 in.

B. Reference Standards:

1. ASTM C518 LTR=2.5
2. ASTM D1621 Compression Strength = I2Opsi
3. UL Classified
4. FM Approved

C. Product/Producer: Manufacture's ISOGARD HD

INSULATION FASTENERS

1. Description: Heavy- duty threaded fastener with 3-coat waterborne fluorocarbon polymer coating and drill point tip capable of penetrating 20-gauge steel. Fastener shall meet minimum thread size of .260" and 13 threads per inch. Length shall be sufficient to penetrate deck a minimum of 3/4" for steel and 1" for wood and concrete. Structural concrete decks must be pre-drilled with a 7/32" carbide drill bit to a depth W' deeper than the fastener engagement.
2. Reference Standard: SAE 1022, Heat Treated
3. Product/Producer:
 - a. Heavy- Duty (HD) fasteners by Manufacture's.

2.05 TPO SHEET ROOFING SYSTEM COMPONENTS

- A. Roof Flashing: 1. Description: .060 TPO membrane
- B. TPO Flashing: 1. Description: Non-reinforced, TPO, single-ply flashing composed of Thermoplastic Polyolefin polymer, and Ethylene Propylene Rubber.

- a. Nominal Thickness: .060 inch
- C. Bonding Adhesive:
 - 1. Description: SBR-based, formulated for compatibility with TPO membrane & a wide variety of substrate materials, including masonry, wood, and insulation facings.
 - 2. Product/Producer:
 - a. Manufacture's TPO Bonding Adhesive by Manufacture's.
- D. Pourable Sealer:
 - 1. Description: 2-Part urethane, 2-color for reliable mixing.
- E. Seam Plates:
 - 1. Description: Steel with barbs and a Galvalume coating.
 - 2. Reference Standard: Corrosion-resistant to meet FM-4470 criteria.
- F. Termination Bar:
 - 1. Description: 1.3" X 0.10" thick aluminum bar with integral caulk ledge.
 - 2. Product/Producer:
 - a. Manufacture's Termination Bar
- G. Membrane Fasteners:
 - 1. Description: Standard duty threaded fastener with fluorocarbon polymer coating and drill point tip capable of penetrating 20-gauge steel. Length shall be sufficient to penetrate deck a minimum of 3/4 for steel and 1" for wood.
 - 2. Reference Standard: SAE 1022, Heat Treated
 - 3. Product/Producer:
 - a. All Purpose (AP) fasteners by Manufacture's.
- H. TPO Cut Edge Sealant:
 - 1. Polymeric sealant for use where exposed reinforcement is encountered.
 - 2. Product/Producer:
 - a. Manufacture's TPO Cut Edge Sealant
- I. Manufacture's TPO General Purpose Sealant:
 - 1. Polymeric one part general purpose sealant
 - 2. Product/Producer,
 - a. Manufacture's TPO General Purpose Sealant
- J. Manufacture's TPO Coated Metal:
 - a. Galvanized Steel with Manufacturers bonded TPO Coating.
 - b. Product/Producer,
 - a. Manufacture's TPO Coated Metal
- K. Manufacture's TPO Molded Flashing Accessories:
 - 1. Unreinforced TPO membrane Pre-Molded for a variety of flashing details (i.e. Pipe Boots, Inside-Outside corners, etc.)
 - 2. Product/Producer,
 - a. Manufacture's TPO Pre-molded Flashing Accessories by Manufacture's

2.06 METAL FLASHING

- A. Edge Metal and/or Coping:
 - 1. Description: Provide shop fabricated 24 gauge Steel with Kynar finish in manufacturers standard colors to be selected by owner.
 - 2. By Roofing Manufacture

2.07 MISCELLANEOUS

- A. TPO molded inside corners.

- B. TPO molded outside corners.
- C. TPO molded pipe boots.

PART 3 INSTALLATION

3.01 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support roofers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Start work with sealants and adhesives at 600 - 80° F.
- E. Fumes from adhesive solvents may be drawn into the building during installation through rooftop intakes. Appropriate measures must be taken to assure that fumes from adhesive solvents are not drawn into the building through air intakes.
- F. For reroofing applications only: remove existing roof system components as specified
- G. The surface must be clean, dry, smooth, free of sharp edges, fins, loose or foreign materials, oil, grease and other materials that may damage the membrane. All roughened surface that could cause damage shall be properly repaired before proceeding.
- H. All surface voids of the immediate substrate greater than 1/4" wide must be properly filled with an acceptable insulation or suitable fill material.

3.02 PROTECTION OF OTHER WORK

- A. Protect metal, glass, plastic, and painted surfaces from adhesives and sealants.
- B. Protect neighboring work, property, cars, and persons from spills and overspray from adhesives, sealants and coatings and from damage related to roofing work.
- C. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.

3.03 MATERIAL STORAGE AND HANDLING

- A. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.
- B. Consult container labels and Material Safety Data Sheets (MSDS) for specific safety instructions.
- C. Deliver materials to job site in their original containers as labeled by the manufacturer.

3.04 WOOD NAILER LOCATION AND INSTALLATION

- A. Total wood nailer height shall match the total thickness of insulation being used and shall be installed with a 1/8" gap between each length and at each change of direction.
- B. Wood nailers shall be firmly fastened to the deck. Mechanically fasten wood nailers to resist a force of 200 lbs. per lineal foot.

3.05 VAPOR RETARDER

None

3.06 ROOF INSULATION APPLICATION: GENERAL

- A. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- B. Seal deck joints, where needed, to prevent bitumen drippage.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly fit insulation to all penetrations, projections, and nailers. Insulation shall be fit tightly, with gaps not greater than 1/4". All gaps greater than 1/4" shall be filled with acceptable insulation. Under no circumstances shall the roofing membrane be left unsupported over a space greater than 1/4". Tapered insulation shall be installed around roof drains so as to provide proper slope for drainage. Miter roof insulation edges at ridge, valley and other similar non-planar conditions.
- E. When installing multiple layers of insulation, all joints between layers shall be staggered at least 6 in.

3.07 INSULATION ATTACHMENT

- A. Insulation Layer:
 - 1. Basis of design: Manufacture's IsoGard Coverboard
 - 2. Insulation Layer Attachment: Mechanically Attached

3.08 INSULATION APPLICATION

- 1. Using the Manufacture's Heavy Duty Insulation and Manufacture's insulation plate engage fastener through insulation into Metal Deck at the depth and rate specified in the Manufacture's Technical Information Manual.

3.09 MEMBRANE INSTALLATION

- A. Place membrane panel, over the substrate in its final position.
- B. After making sure the sheet is placed in its final position allowing for a 3" lap, fold it back evenly onto itself so as to expose the underside.
 - a. Where TPO Membrane has been cut to expose reinforcing membrane, Manufacture's TPO Cut Edge Sealant or TPO General Purpose Sealant must be used to encapsulate exposed edge.
- C. Sweep the mating surface of the membrane with a stiff broom to remove any dirt that may have accumulated.
- D. Apply TPO bonding adhesive at about the same time to both the exposed underside of the sheet and the substrate to which it will be adhered so as to allow approximately the same drying time.
- B. Do not apply bonding adhesive over an area that is to be later heat welded to another sheet or flashing.
- F. Allow bonding adhesive to flash off until tacky. Touch the bonding adhesive surface with a clean, dry finger to be certain that the adhesive film is dry to the touch and there is no wet adhesive beneath the top adhesive film. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating. Flash off time will vary depending on ambient air conditions.
- G. Starting at the fold, roll the previously coated portion of the sheet into the coated substrate slowly and evenly so as to minimize wrinkles.

- H. To ensure proper contact, compress the bonded half of the sheet to the substrate with a stiff push broom.
- I. Fold the unadhered half of the membrane sheet back onto itself, and repeat the procedure to complete the bonding of the sheet.

3.10 MEMBRANE LAP SPLICING

- A. Lap splice areas that have been contaminated must be wiped down with a dry or damp (water only) clean cloth prior to heat welding and allow to completely dry.
- B. All field and flashing splices on the horizontal surface shall be completed using an automatic heat welder that has been designed for hot air welding of thermoplastic membranes.
- C. Hand held welders are only to be used on vertical welds or where an automatic welder is not practical or cannot be used.
- D. Seams made with the automatic welder shall be a minimum of 1-1/2" wide. Seams made with hand welders shall be a minimum of 2" wide. Use 2" wide silicone or silicone coated steel hand rollers to assure proper mating of surfaces as hand heat welding proceeds.
- E. Probe all completed welds using a slotted screwdriver or cotter pin puller type tool to verify seam integrity. Do not probe welds until they have had time to cool to ambient conditions. Any welds found to be insufficiently welded need to be repaired on a daily basis.

3.11 MEMBRANE SECUREMENT

- A. Secure membrane at all locations where the membrane terminates or goes through an angle change greater than 1" in 12" except for round pipe
- B. penetrations less than 18" in diameter and square penetrations less than 4" square.

3.12 FLASHING - PENETRATIONS

- A. General:
 - 1. If project is a Retrofit or Tear-Off remove all existing flashings (i.e. lead, asphalt, mastic, etc.).
 - 2. Flash all penetrations passing through the membrane.
 - 3. The flashing seal must be made directly to the penetration.
- B. Pipes, Round Supports, etc.:
 - 1. Flash with Manufacture's Pre-Molded Pipe Flash ings where practical.
 - 2. Flash using membrane when Pre-Molded Flashing is not practical.
- C. Structural Steel Tubing:
 - 1. Use a field fabricated pipe flashing detail provided that the minimum corner radius is greater than 1/4" and the longest side of the tube does not exceed 12". When the tube exceeds 12" use a standard curb detail
- D. Pipe Clusters and Unusual Shaped Penetrations:
 - 1. Fabricate penetration pockets to allow a minimum clearance of 1" between the penetration and all sides.
 - 2. Secure penetration pockets per Manufacture's Details
 - 3. Fill penetration pockets with Pourable Sealer, so as to shed water. Pourable Sealer shall be a minimum of 2" deep.
- E. Hot Pipes:
 - 1. Protect the TPO components from direct contact with steam or heat sources when the in service temperature is in excess of 1400 F. In all such cases flash to an intermediate insulated "cool" sleeve per Manufacture's details.

- F. Flexible Penetrations:
 - 1. Provide a weather tight gooseneck set in Water Block Seal and secured to the deck.
 - 2. Flash in accordance with Manufacture's Details
- G. Expansion Joints:
 - 1. Install as shown on roof drawings in accordance with Manufacture's details.

3.13 FLASHING - WALLS, PARAPETS, MECHANICAL EQUIPMENT CURBS, SKYLIGHTS, etc.

- A. General:
 - Using the longest pieces practical, flash all walls, parapets, curbs, etc., a minimum of 8" high per Manufacture's Details.
- B. Evaluate Substrate:
 - Evaluate the substrate and overlay per Manufacture's specifications as necessary.
- C. If project is a Retrofit or Tear-Off remove all flashings.
- D. Remove excessive asphalt to provide a smooth, sound surface for new flashings.
- E. Apply Manufacture's TPO Bonding Adhesive at about the same time to both the membrane flashing and the surface to which it is being bonded so as to allow approximately the same drying time. Apply TPO Bonding Adhesive by rolling the adhesive on to the mating surfaces evenly, avoiding globs or puddles.
- F. Allow TPO Bonding Adhesive to flash off until tacky. Touch the TPO Bonding Adhesive surface with a clean, dry finger to be certain that the adhesive does not stick or **string**. As you are touching the adhesive, pushing straight down to check for stringing, also push forward on the adhesive at an angle to ensure that the adhesive is ready throughout its thickness. If either motion exposes wet or stringy adhesive when the finger is lifted, then it is not ready for mating. Flash off time will vary depending on ambient air conditions.
- G. Roll the flashing into the adhesive evenly and carefully so as to minimize wrinkles.
- H. To ensure proper contact, compress the flashing to the substrate with a stiff push broom.
- I. Complete the splice between membrane flashing and the main roof sheet by hot air welding. Provide lap splices in accordance with Manufacture's details.
- J. Provide termination directly to the vertical substrate as shown in Manufacture's Details.
- K. Install TPO-Joint covers at field and flashing splice intersections as required by Manufacture's.
- L. Install intermediate flashing attachment as required by Manufacture's Specifications and Details

3.17 SHEET METAL WORK

- A. Install Manufacture's supplied sheet metal as shown on roof drawings.
- B. Follow current industry guidelines for installation or Manufacture's requirements, whichever is more stringent.

3.18 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed as required by the manufacturer
- B. Correct identified defects or irregularities.

3.19 CLEAN-UP

- A. Clean all contaminants from building and surrounding areas.
- B. Remove trash, debris, equipment from project site and surrounding areas.
- C. Repair or replace damaged building components or surrounding areas to the satisfaction of

the building owner.

END OF SECTION 07540

METAL ROOFING SYSTEMS**SECTION 076100****PART 1- GENERAL****1.01 DESCRIPTION****A. General**

1. Furnish all labor, material, tools, equipment, and services for all preformed roofing as indicated for the Helen S. Mills Senior Center, in accord with the provisions of the Contract Documents. The Metal Roofing Manufacturer will provide all components required for a complete metal roofing system to include Manufacture Building Products UC-6R5 Double-Lock panels, (3.50" ISO 95+), panel clips, trim/flashing, fascias, ridge, closures, sealants, fillers and any other required items. Remove all existing metal roofing, flashing, trim and underlayment and dispose of through a disposal contractor who will document and recycle the materials
2. Completely coordinate with work of all other trades.
3. See Division 01 for General Requirements.

B. Related work specified elsewhere:

1. Section 07540 - Membrane Roofing
2. Section 07081 - Flashing and Sheet Metal
3. Section 07900 - Caulking and Sealants
4. Section 09911 - Exterior Painting

C. Definitions

1. Metal Roof Panel Assembly: Metal roof panels, attachment system components, miscellaneous metal framing, thermal insulation, and accessories necessary for a complete weather tight roofing system.

1.02 QUALITY ASSURANCE**A. Applicable standards:**

1. Thermal Performance: Provide insulated metal roof panel assemblies with thermal-resistance value (R-value) indicated when tested according to ASTM C 518.
2. ASTM A653, "Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated by the Hot-Dip Process," American Society for Testing and Materials, 1998.
3. ASTM B209, "Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
4. ASTM E 2140 Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.
5. ASTM E1592, "Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference," American Society for Testing and Materials, 1995.
6. ASTM E 1680 Air Infiltration: Air leakage through assembly of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) of roof area when tested according to ASTM E 1680 at the following test pressure difference:
7. UL 580, "Tests for Uplift Resistance of Roof Assemblies," Underwriter's Laboratories, Inc., 1994.
8. UL 2218 "Impact Resistance of Prepared Roof Covering Materials"
9. FMG Listing: Provide metal roof panels and component materials that comply with requirements in FMG 4471 as part of a panel roofing system and that are listed in FMG's 'Approval Guide' for Class I or noncombustible construction, as applicable. Identify materials with FMG markings.

B. Manufacturer's qualifications:

1. Manufacturer shall have a minimum of 10 years experience in manufacturing metal roofing systems. Panels specified in this section shall be produced in a permanent factory environment with fixed-base roll-forming equipment. No On-Site Roll Forming will be accepted. A letter certifying the manufacturer's qualifications shall accompany the product material submittals.

C. The Installer shall meet the following minimum criteria:

1. Have received training and licensing from the metal roofing manufacturer for the installation of the specified roof system.
2. A letter certifying the installer as the Manufacturer's Certified Installer shall accompany the submittal package.

D. Installation quality control:

1. All roof systems are subject to interim and final inspections, discretionary to the Manufacture, by a technical field representative/inspector to inspect the installation of the metal roofing system in accordance with manufacturer's warranty requirements.

1.03 SYSTEM PERFORMANCE REQUIREMENTS**A. Performance testing:**

1. General Performance: Metal roof panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction. Metal roofing systems shall be tested in accordance with Underwriters Laboratories, Inc. (UL) Test Method 580 "Tests for Uplift Resistance of Roof Assemblies," Class 90 rating.
2. Metal roof panel systems shall be tested in accordance with ASTM E1592-95 for negative loading. Capacity for gauge, span, or loading other than those tested may be determined by interpolating between test values only.
3. Metal roofing systems shall be tested in accordance with Underwriters Laboratories, Inc. (UL) Test Method UL 2218 "Impact Resistance of Prepared Roof Covering Materials" Class 4.
4. Delegated Design: Design metal roof panel assembly, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

1.04 DESIGN REQUIREMENTS**A. General:**

1. The Manufacture, Standing Seam Roof System (SSRS), shall be designed by the Manufacturer as a complete system. Members and connections not indicated on the Manufacture drawings shall be the responsibility of the Contractor. All components of the metal roofing system shall be supplied or specified by the same manufacturer with a minimum roof slope of 2 in 12 for this project only.
2. Metal Roofing shall be installed on a solid substrate approved by the Manufacturer.
3. The solid substrate shall be covered with an underlayment approved by the manufacturer: see section 2.05.

B. Design loads:

1. Design load application shall be in accordance with ASCE-7, current version.
2. Wind loads:
 - a. The design wind speed and related factors such as ground roughness and building occupancy factor for the metal roofing system shall be in accordance with local

building codes.

3. Thermal effects:
 - a. Roof panels shall be free to move in response to the expansion and contraction forces resulting from temperature variation, as specified in the MBMA Metal Roofing Systems Design Manual.
- C. Roof panels:
 1. Deflection requirements shall be in accordance with the ASCE-7, or as a minimum, Lu 80 for roof snow load (but not less than 20/pst) applies to structural applications only, not warranted under Manufacture Red Shield systems program.
- D. Accessories and their fasteners
 1. Accessories and their fasteners shall be capable of resisting the specified design wind uplift forces and shall allow for thermal movement of the roof panel system. Exposed fasteners shall not restrict free movement of the roof panel system resulting from thermal forces, except at designed points of roof panel fixity.

1.05 SUBMITTALS

- A. Installation drawings:
 1. Submit completed installation drawings and installation details by the manufacturer, to the architect (owner) for review. Do not proceed with manufacture prior to review and architectural approval of installation drawings. Do not use drawings prepared by the architect (owner) for installation drawings.
 2. Installation drawings shall show methods of installation, elevations, and plans of roof and wall panels, sections and details, specified loads, flashings, roof curbs, vents, sealants, interfaces with all materials not supplied by the metal roofing system manufacturer, and proposed identification of component parts and their finishes.
- B. Physical samples:
 1. Submit samples and color chips for all proposed finishes.
 - a. Submit one 12-inch long sample of panel, including clips.
 - b. Submit two 3-inches x 5-inch color chip samples in color selected by the architect (owner).
- C. Test reports:
 1. Submit test report showing that metal panels have a UL 580, Class 90 rating.
 2. Submit test report showing that metal panels have a UL 2218, Class 4 hail rating.
 3. Submit test report showing that metal panels have been tested in accordance with ASTM E1592-95
- D. Metal roofing system installation inspection reports:
 1. Manufacture Technical Representative may, at Manufacture's option, inspect the installation at any time to appraise the installing contractor of their compliance with Manufactures approved details and system specifications. Typical inspections:
 - a. Prior to the installation of the metal roofing panels to inspect the underlayments. The roofing contractor is responsible for assuring that the substrate is in suitable condition for the installation of the UC-6R5 components to the substrate.
 - b. Intermediate inspections to ensure proper installation of the UC-6R5 (if required).
 - c. At final completion of all metal roofing system work.
- E. Close Out Submittals:
 1. Operation and maintenance for date of installed products in accordance with Division

01 close out submittals, maintenance data, and operation data section. Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finish's end performance.

2. Project Warranty: Warranty documents specified herein.
 - a. Manufacture warranty: submit for owners acceptance, standard warranty documents executed by authorized company official. Manufacturer's warranty is in addition to, and not limited of, other rights the owner may have under the contract documents.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Delivery:

1. Deliver metal roofing system to job site properly packaged to provide protection against transportation damage.

B. Handling:

1. Exercise extreme care in unloading, storing, and installing metal roofing system to prevent bending, warping, twisting, and surface damage.
2. Unload, store, and erect metal roof panels in a manner to prevent bending, warping, twisting, and surface damage.
3. Stack metal roof panels on platforms or pallets, covered with suitable weather tight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting, or other surface damage.

C. Storage:

1. Store all material and accessories above ground on well-supported platforms that provide a minimum of 1/4 to 12 of slope. Store materials under waterproof covering or indoors and provide proper ventilation of metal roofing system to prevent condensation build-up between each panel, trim or flashing component.
2. Protect strippable protective covering on metal roof panels from exposure to sunlight and high humidity, except to extent necessary for period of metal roof panel installation.
3. Protect foam-plastic insulation as follows:
 - a. Do not expose to sunlight, except to extent necessary for period of installation and concealment.
 - b. Protect against ignition at all times. Do not deliver foam-plastic insulation materials to project site before installation time.
 - c. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

1.07 WARRANTY REQUIREMENTS

A. Special Warranties

1. Contractor Warranty, Subcontractor Warranty, and Roofing Warranty for metal roof panels, insulation (if under metal roof panels), underlayment, flashing, edge metal and sheet metal materials, and installation.
2. Warranty period: Two years; begin at Date of Substantial Completion.

B. Warranty; metal roof panel system provisions:

1. Includes provisions specified in Paragraph A., "Special warranties" above.
 - a. Warranty coverage:

20-years no dollar limit (NDL), non-prorated warranty as follows with no exceptions. Warranty shall be transferable.
2. Warranty coverage includes:

- a. System metal roof panels, insulation (if under metal roof panels), fasteners, clips, and system components.
 - b. Metal roof panel finish, materials, labor, and correct and incorrect workmanship on panel installation, seaming, and flashing.
 - c. Metal roofing systems tie-ins, flashing, and terminations covered under this warranty without exclusion of contact to non-metal surfaces; include required tear-off.
3. Manufacturer cannot exclude unapproved details or workmanship.
 4. Begin warranty at Date of Substantial Completion
 5. Deferring warranty coverage to installer/erector for any period of warranty coverage is prohibited.
 6. Pro-rated system warranties prohibited.
 7. Manufacture Building Products 20-year non pro-rated warranty covering a Paint Finish. Consult with manufacturer for specific project warranty requirements.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Firestone Building Products.

2.02 ROOFING TYPE BASIS OF DESIGN

- A. Manufacture Building Products UC-6RS Double-Lock Standing Seam Roofing, roll formed roofing panels.

2.03 PANEL MATERIALS AND FABRICATION

- A. Steel Panels: ASTM A653, G90 (lock-forming quality), extra smooth, tension-leveled, galvanized steel, minimum spangle
 1. Thickness: 24 gauge.
 2. Seam Spacing: 14 (457.2mm) inches.
 3. Seams shall be mechanically locked in the field with a mechanical seamer.
 4. Seams shall have a factory applied integral seam sealant in leg of panel.

2.04 FINISHES

- A. Coil primed and coated on one side with 70% full strength Kynar 500/Hylar 5000 fluoropolymer coating of 1.0 +/- 0.1 mil totally dry film thickness. A wash coat of 0.2-0.3 mils dry film thickness shall be applied to the reverse side.
 1. Color: Selected by Architect/Engineer from manufacturer's standard colors
 2. Number of Coats: Standard 2-coat
 3. Finish Warranty: 20 years.

Paint Finish Colors. This warranty shall extend only to standard colors identified as such in Manufacture published literature at the date of issuance of this Limited Warranty or as approved in writing by Manufacture Building Products. Colors identified as "metallic" by Manufacture Building Products are not warranted against fade or change in color. Manufacture standard color "Regal Red" is warranted against fade or color change for a maximum period of ten (10) years.
 4. Provide factory applied strippable plastic film for protection during fabrication and installation. Protective film must be removed immediately after installation.

2.05 ACCESSORIES

- A. Installation Clips: Manufacturer's standard steel clips for concealed securement of panels.

- B. Clip Fasteners: Galvanized Steel
- C. Underlayments: Manufacture Clad-Card SA-S
 - 1. Add Waterproof membrane system for slopes less than 3 in 12
 - 2. 20 Year warranted systems Waterproof Membrane: ASTM D1970, self-adhering with resistance to direct exposure for at least 42 days. Minimum high temperature resistance of 230 degrees Fahrenheit. Maximum water vapor permeance of 0.1 perms.. self-adhering rubberized sheet membrane shall be used for slopes of 3 to 5 in 12.
 - 3. Slopes greater than 5 in 12 may use synthetic, non self-adhering underlayments in the field of the roof with self adhering membrane applied at ridges, hips, eaves, base tie-in/flashings, valleys, penetrations or details as specified by Manufacture.

2.06 MISCELLANEOUS MATERIALS

A. Fasteners:

- 1. Fasteners for panels shall be “type and size specified below, or as otherwise, approved for the applicable requirements and shall be the manufacturer’s standard. Exposed roof fasteners shall be sealed or have sealed washers on the exterior side of the covering to waterproof the fastener penetration. Washer material shall be compatible with the screw head; have a minimum diameter of 3/8-inch for structural connections; and gasket portion of fasteners or washers shall be EPDM, neoprene or other equally durable elastomeric material.

B. Components:

- 1. Components shall be compatible with the roof panel furnished. Flashing, trim, metal closure strips, caps, gutters, downspouts, roof curbs, and similar metal components shall not be less than the minimum thickness specified by Manufacture. Exposed metal components shall be finished to match the panels or trim, as furnished. Molded closure strips shall be closed-cell or solid-cell synthetic rubber or neoprene, or polyvinylchloride or metal pre-molded to match configuration of the covering and shall not absorb or retain water.

C. Sealants:

- 1. All tape sealant is to be a pressure sensitive, 100 percent solid, sealing tape with a release paper backing. Provide permanently elastic, non-sagging, non-toxic, non-staining tape sealant approved by Manufacture.
- 2. Manufacture shall approve all joint sealant that will come into contact with the metal roofing system.

2.07 FABRICATION

- A. Panels shall be produced by a Manufacturer meeting the requirements of section 1.02B.
- B. Fabricate trim, flashing, and accessories to Manufacturer’s specified or approved profiles.

2.08 PREFABRICATED PIPE FLASHINGS

- A. Pipe flashings shall provide a weather tight joint at projections through the roof, taking into account the thermal movement of the roof and the service temperature of the projection. Pipe flashings shall have an aluminum-flanged base ring.

2.09 PREFABRICATED CURBS AND EQUIPMENT SUPPORTS**A. General**

1. Provide the Manufacturer with the dimensions, weights, and model number of the units to be supported by the curb(s).
- B. Fabricate curbs of structural quality Galvalume®, or hot-dipped galvanized sheet. Curbs shall have welded joints unless a two-piece curb is required. Provide integral base plates and water diverters/crickets. Front base plate shall be extended up-slope from the beginning of the water diverter. Curbs shall be designed for a compatible installation with the panel system.
- C. Curbs shall be constructed to match the roof slope and provide a mounting surface as required by the rooftop unit manufacturer.
- D. Submit roof curb manufacturer's shop drawings to Manufacture for approval before fabrication of curbs.
- E. Any curb structural support system shall allow proper thermal movement of the curb with the roofing system.

PART 3 – EXECUTION**3.01 SURFACE CONDITIONS****A. Examination:**

1. The Contractor shall verify installed work of other trades that such work is complete to a point where the roofing system installation may commence.
2. The Contractor shall verify that the substructure installation is in accordance with the approved shop drawings and Manufacture's requirements. Coordinate with Manufacture to ensure that the fasteners are correct for the substrate and is installed to accommodate and support the appropriate clip spacing and attachment.

B. Discrepancies:

1. In event of discrepancy, notify the architect (owner) in writing.
2. Do not proceed with installation until discrepancies have been resolved.

C. Verify that roof openings, curbs, pipes, sleeves, ducts, vents, and other penetrations through roof substrate are complete and properly located.**3.02 INSTALLATION****A. Install the UC-6RS system in accordance with Manufacture Metal Application Guide Manufacturer's instructions and approved shop drawings.**

Note: Zinc must be installed with materials and ambient at 50 degrees F and rising.

- B. Install the metal roofing system so that it is weather tight and allows for thermal movements.
- C. Locate and space all fasteners in accordance with Manufacture's recommendations. For required exposed fasteners (i.e. pipe flashings), use proper torque settings to obtain controlled uniform compression for a positive seal without rupturing the sealing washer.
- D. Do not place pipe penetration manufacture through the panel seams. Do not allow panels or trim to come into contact with dissimilar materials (i.e. copper, lead, graphite, treated lumber, mortar, etc). Water run-off from these materials is also prohibited.
- F. Comply with Manufacture's approved installation drawings and instructions.
- G. Field cutting of panels, trim, and/or flashing shall be accomplished by hand or electric shears. At no time shall a hot/friction saw be used.

3.03 ADJUSTING AND CLEANING

- A. Repair panels with minor damage.
- B. Remove panels damaged beyond repair and replace with new panels to match adjacent undamaged panels.
- C. Clean exposed panel surfaces promptly after installation in accordance with recommendations of panel and coating manufacturers.
- D. Remove protective film immediately after installation.

END OF SECTION 07610

CAULKING AND SEALANTS**SECTION 07900****PART 1 - GENERAL****1.01 SCOPE OF WORK**

- A. The Contractor shall furnish all materials, labor, equipment, and incidentals required to perform all caulking, and related work necessary for the proper completion of the project as required by the Drawings and as specified herein.
- B. Contract drawings show only functional features and some of the required external connections. They do not show all components required for a complete installation nor exact dimensions particular to any manufacturer's equipment. Contractor shall supply all parts, devices, material and equipment necessary to meet the requirements of the Contract Documents and shall make all dimensional adjustments particular to the material being furnished. All costs associated with such changes and adjustments shall be considered as being included in the price bid for the Work shown and specified.

1.02 APPLICATION SCHEDULE

- A. Caulk all exterior wall joints between frames in openings and adjacent materials, between masonry and cast in place concrete, expansion and control joints and all other joints shown on the Drawings or required for the completion of the work.
- B. Caulk all interior joints between frames and masonry, at tops of masonry walls, between masonry and structural concrete and control joints, exterior window and door frames and all other joints shown on the drawings or required for the completion of the work.
- C. Joints of similar nature to those indicated shall be sealed with same sealer, whether indicated on Drawings to be sealed or not.

1.03 SUBMITTALS

- A. Submit to the Engineer as provided in the General Conditions for shop drawings, detailed information on materials proposed and installation methods.
- B. Product Data: Manufacturer's technical data for each joint sealer product required, including instructions for joint preparation and joint sealer application.
- C. Samples for Color Selection: Manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available, for each product exposed to view.
- D. Samples for Color Verification: Samples of each type and color of joint sealer required. Install joint sealer samples in 1/2 inch wide joints formed between two 6 inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealers in the Work.
- E. Provide a declaration that the VOC levels in all adhesives and sealants used in the installation of the vapor retarder products do not exceed the current VOC content limits of South Coast Air Quality Management District (SCAQMD) Rule #1168, AND all sealants used as fillers meet or exceed the requirements of the Bay Area Air Quality Management District

Regulation 8, Rule 51

1.04 QUALITY ASSURANCE

- A. Applicable standards: Standards of the following, as referenced herein:
 - 1. ASTM C 920-87 Standard Specification for Elastomeric Joint Sealants, 1987.
 - 2. ASTM C 962-86 Standard Guide for Use of Elastomeric Joint Sealants, 1986.
- B. Preinstallation Meeting: The contractor shall arrange a meeting with installer, sealer manufacturers' representatives, and other trades whose work affects installation of sealers at project site to review procedures and time schedule proposed for installation of sealers which is coordinated with other related work.

1.05 WARRANTY

- A. Provide a warranty against defective equipment and workmanship in accordance with the requirements of the General Conditions of the Contract Documents.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to project site in original unopened containers or bundles with labels showing manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.07 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with installation of sealers under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside the limits permitted by sealer manufacturer or below 40 degrees F (4.4 degrees C).
 - 2. When substrates are wet due to rain, frost, condensation, or other causes.
- B. Joint Dimension Conditions: Do not proceed with installation of sealers when joint dimensions are less than recommended by joint sealer manufacturer for application indicated.

PART 2 - PRODUCTS

2.01 CAULKING

- A. Caulking Compound: One component, synthetic rubber base sealant, soft curing, nonstaining, conforming to F.S. TT-S-00230 and Thiokol's Building Trade Performance Specifications for Type 1 Class B sealants. Colors shall be selected by the Architect.
- B. Primer: As recommended by caulking compound manufacturer.

- C. Back-up Material: Closed cell foam polyethylene, or similar non-bituminous material as recommended by manufacturer of caulking compound and completely compatible with selected compound.

PART 3 - EXECUTION

3.01 SURFACE PREPARATION AND INSTALLATION

- A. Remove dirt, grease, mortar droppings and other foreign matter from substrate.
- B. Require installer to inspect joints indicated to receive joint sealers for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not allow joint sealer work to proceed until unsatisfactory conditions have been corrected.

3.02 CAULKING

- A. Surface Preparation: Clean metal surfaces free of grease, oil, wax lacquer, and other foreign residue by wiping with a clean cloth moistened with a suitable solvent. Scrape or brush masonry surfaces clean. Apply appropriate primer to contact surfaces.
- B. Joint Preparation: Joints to be caulked having a depth in excess of 3/8-inch shall be packed with back-up material. Round back-up material shall be sized to require 20 percent to 50 percent compression upon insertion. In joints not of sufficient depth to allow packing, install polyethylene bond-breaking tape at back of joint. Avoid lengthwise stretching of back-up material. Cut all corners, avoid wrapping around corners.
- C. Application: Apply compound with pressure flow gun with nozzle of proper size and shape to suit width of joint, promptly after mixing and with sufficient pressure to fill joint. Apply as a continuous operation horizontally in one direction, and vertically from bottom to top, except joints having excessive widths where compound might sag, the joints shall be built up with successive beads. Finish joints smooth and slightly coved.

3.03 PROTECTION AND CLEANING

- A. Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of substantial completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.
- B. Protect weep holes on window frames from being sealed over.
- C. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

END OF SECTION 07900

EXTERIOR PAINTING**SECTION 09911****PART 1 -****1.01 RELATED DOCUMENTS**

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

1.02 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on miscellaneous exterior elements shown plans and/or indicated in a prebid conference for the following exterior substrates:
 - 1. Steel.
 - 2. Galvanized metal.
 - 3. Plastic trim.
- B. Related Sections include the following:
 - 1. Division 7 Sections for shop priming of metal substrates with primers specified in this Section.

1.03 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.04 QUALITY ASSURANCE

- A. MPI Standards:
 - 1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List."
 - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.
- B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.06 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.07 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

PART 2 - PRODUCTS**2.01 MANUFACTURERS**

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - 1. Benjamin Moore & Co.
 - 2. Behr Process Corp.
 - 3. Duron, Inc.
 - 4. PPG Architectural Finishes, Inc.
 - 5. Sherwin-Williams Company (The).

2.02 PAINT, GENERAL

- A. Material Compatibility:
 - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: As selected by Architect from manufacturer's full range.

2.03 BLOCK FILLERS

- A. Interior/Exterior Latex Block Filler: MPI #4.
 - 1. VOC Content: E Range of E3.

2.04 PRIMERS/SEALERS

- A. Alkali-Resistant Primer: MPI #6.
 - 1. VOC Content: E Range of E2.
- B. Bonding Primer (Water Based): MPI #17.
 - 1. VOC Content: E Range of E3.

2.05 METAL PRIMERS

- A. Alkyd Anticorrosive Metal Primer: MPI #79.
 - 1. VOC Content: E Range of E2.
- B. Quick-Drying Alkyd Metal Primer: MPI #76.
 - 1. VOC Content: E Range of E3.
- C. Waterborne Galvanized-Metal Primer: MPI #134.
 - 1. VOC Content: E Range of E3.
 - 2. Environmental Performance Rating: EPR 3.
- D. Quick-Drying Primer for Aluminum: MPI #95.
 - 1. VOC Content: E Range of E3.

2.06 EXTERIOR LATEX PAINTS

- A. Exterior Latex (Flat): MPI #10 (Gloss Level 1).
 - 1. VOC Content: E Range of E3.
- B. Exterior Latex (Semigloss): MPI #11 (Gloss Level 5).
 - 1. VOC Content: E Range of E1.
- C. Exterior Latex (Gloss): MPI #119 (Gloss Level 6, except minimum gloss of 65 units at 60 deg).
 - 1. VOC Content: E Range of E3.

2.07 EXTERIOR ALKYD PAINTS

- A. Exterior Alkyd Enamel (Flat): MPI #8 (Gloss Level 1).
 - 1. VOC Content: E Range of E1.
- B. Exterior Alkyd Enamel (Semigloss): MPI #94 (Gloss Level 5).
 - 1. VOC Content: E Range of E1.
- C. Exterior Alkyd Enamel (Gloss): MPI #9 (Gloss Level 6).
 - 1. VOC Content: E Range of E1.

2.08 QUICK-DRYING ENAMELS

- A. Quick-Drying Enamel (Semigloss): MPI #81 (Gloss Level 5).
 - 1. VOC Content: E Range of E2.
- B. Quick-Drying Enamel (High Gloss): MPI #96 (Gloss Level 7).
 - 1. VOC Content: E Range of E3.

PART 3 - EXECUTION**3.01 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - 1. Masonry (Clay and CMU): 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.02 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- F. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.03 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 1. Use applicators and techniques suited for paint and substrate indicated.
 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.04 FIELD QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
 1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.

2. Testing agency will perform tests for compliance of paint materials with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.05 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.06 EXTERIOR PAINTING SCHEDULE

- A. Steel Substrates:
 1. Quick-Drying Enamel System: MPI EXT 5.1A.
 - a. Prime Coat: Quick-drying alkyd metal primer.
 - b. Intermediate Coat: Quick-drying enamel matching topcoat.
 - c. Topcoat: Quick-drying enamel (semigloss).
 2. Alkyd System: MPI EXT 5.1D.
 - a. Prime Coat: Alkyd anticorrosive metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel flat
- B. Galvanized-Metal Substrates:
 1. Latex System: MPI EXT 5.3A.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Intermediate Coat: Exterior latex matching topcoat.
 - c. Topcoat: Exterior latex (semigloss).
 2. Latex Over Water-Based Primer System: MPI EXT 5.3H.
 - a. Prime Coat: Waterborne galvanized-metal primer.
 - b. Intermediate Coat: Exterior latex matching topcoat.
 - c. Topcoat: Exterior latex (semigloss).
 3. Alkyd System: MPI EXT 5.3B.
 - a. Prime Coat: Cementitious galvanized-metal primer.
 - b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
 - c. Topcoat: Exterior alkyd enamel (semigloss).
- C. Plastic Trim Fabrication Substrates:
 1. Latex System: MPI EXT 6.8A.
 - a. Prime Coat: Bonding primer (water based).
 - b. Intermediate Coat: Exterior latex matching topcoat.
 - c. Topcoat: Exterior latex (flat).
 2. Latex Over Alkali-Resistant Primer System: MPI EXT 9.1J.
 - a. Prime Coat: Alkali-resistant primer.

- b. Intermediate Coat: Exterior latex matching topcoat.
- c. Topcoat: Exterior latex (flat).

END OF SECTION 09911

EXHIBITS

- **Exhibit 1: A1-1 Drawing**
- **Exhibit 2: A1-2 Drawing**
- **Exhibit 3: Final Affidavit**

EXHIBIT 3
FINAL AFFIDAVIT

TO FULTON COUNTY, GEORGIA

I, _____, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by _____ or any of his subcontractors in connection with the design and/or construction of _____ at Fulton County have been paid and satisfied in full as of _____, 200____, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature

Title

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

Notary Public

My Commission expires